

# **Board of Public Works Meeting**

## **September 13, 2022**



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

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

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**September 13, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, September 13, 2022 at 5:30 p.m. in the Council Chambers (Rm #115) 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/86334715031?pwd=dWFGdURBWlJxcUZPNE5oY0x1YW9yQT09>

**Meeting ID: 863 3471 5031 Passcode: 826443**

The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or [bloomington.in.gov](http://bloomington.in.gov) rather than in person.

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).

**I. MESSAGES FROM BOARD MEMBERS**

**II. STAFF REPORTS**

1. Engineering Staff Report on W. 17<sup>th</sup> Street Multi-Use Path Project
2. Staff Report on Scooters

**III. PETITIONS AND REMONSTANCES**

1. Appeal Notice of Violation# 51986 at 2739 E. Briggs Bend

**IV. CONSENT AGENDA**

1. Approval of Minutes August 30, 2022
2. Right-of-Way Dedication on Kinser Pike
3. Installation & Maintenance Agreement for Unlighted Signage in Park Ridge East Neighborhood
4. Resolution 2022-70; Renew Mobile Vendor, Top Shotta Jerk Chicken
5. Resolution 2022-72; IU Homecoming Parade
6. Approval of Payroll

**V. NEW BUSINESS**

1. Resolution 2022-71; Uphold Order to Vacate Property at 430 S Dunn St.
2. Resolution 2022-73; Uphold Order to Remove Structure at 752 S Walnut St.
3. Resolution 2022-74; Public Need to Purchase Right-of-Way for the 1st St. Improvement Project Provides
4. Change Orders #1, #2, and #3 with E&B Paving, Inc., for the Tapp and Deborah Signal Installation Project
5. Change Orders #1 and #2 with Ragle, Inc., for the Walnut Street Traffic Signals Project
6. Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Liberty Drive Sidewalk Project
7. Addendum #5 to Design Contract with Aztec Engineering Group for the B-Line Extension and Multi-Use Path Project
8. Requests for Lane Closures on E. 7<sup>th</sup> from N. Grant St. to N. Lincoln St. for Repairs to the 7<sup>th</sup> St. Protected Bike Lane Project
9. Request for Lane and Sidewalk Closures from Duke Energy on W, 17<sup>th</sup> from N. Monroe St. to N. College Ave. (September 14, 2022 – January 01, 2023)
10. Contract with Strauser Construction, Co. Inc., for Construction of Captain's Quarters at Fire Station #5
11. Change Order #2 to Contract with Strauser Construction Co. Inc., for Fire Station #5 Remodel

**VI. OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**



**STAFF REPORT**  
**Appeal of Excessive Growth NOV**  
**Ticket # 51986**

Appellant Information:

Carolyn Geduld (owner)  
2739 E. Brigs Bend  
Bloomington, IN 47401  
Date Appealed: 9/7/2022

Citation Information:

Issued: 9/6/22  
By: Carolyn Geduld  
Place: 2739 E. Brigs Bend  
For: Weeds/Noxious Plants

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Attachments:

1. Notices of Violation
2. Appellant's Appeal of Notice of Violation
3. Photographs of the Property

Facts & Discussion:

1. 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."
2. On September 6, 2022, Neighborhood Compliance Officer Chastina Hayes inspected the property located at 2739 E. Brigs Bend, Bloomington, IN (Hereinafter the "Property") and personally observed bamboo, a prohibited weed and noxious plant, growing on the Property in violation of BMC 6.06.050. Officer Hayes issued a Notice of Violation with a warning under ticket number of 51986 on September 6, 2022, for excessive growth, weeds, and noxious plants in violation of BMC 6.06.050, stating that "[b]amboo is an invasive plant and must be removed".
3. The NOV was delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the Property in compliance with 6.06.070(b).
4. Carolyn Geduld (Hereinafter the "Owner") owns this Property and is a person who shall be considered a responsible party under 6.06.070(a). Owner asks for relief from the ticket stating that Bamboo has been on the property since the 1980s (I have owned the property for 6 years.) It is confined in a brick and concrete block planter from which it has not escaped since I have owned the property. It has never flowered. It is part of a sustainable system: Fish and frogs in a water feature eat algae; hawks and herons eat excessive fish; garter snakes living in the bamboo eat the excessive frogs. All elements are needed or the sustainability will collapse.
5. The bamboo is contained, presenting no hazard to the environment, is part of a plan or scheme on the Property and should be allowed to remain in place. HAND should monitor the bamboo annually to determine whether it is spreading or continuing to remain in place in the brick and concrete planter.

Staff Recommendation:

The Appeal should be granted and the bamboo should be allowed to remain in place. HAND should monitor the bamboo annually to determine whether it is spreading or continuing to remain in place in the brick and concrete planter.



## Appeal of Excessive Growth Citation to the Board of Public Works

**City of Bloomington**  
**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 Excessive Growth 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 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: Carolyn Geduld \_\_\_\_\_ Phone Number (812)369-8389

Citation Number: 51644

Date on Excessive Growth Citation: 9/6/22

Local Address:

2739 E Brigs Bend, Bloomington, IN  
47401 \_\_\_\_\_

Permanent Address: 2739 E Brigs Bend,  
Bloomington, IN 47401

Today's Date: 9/7/2022

Reason for Appeal: Bamboo has been on the property since the 1980s (I have owned the property for 6 years.) It is confined in a brick and concrete block planter from which it has not escaped since I have owned the property. It has never flowered. It is part of a sustainable system: Fish and frogs in a water feature eat algae; hawks and herons eat excessive fish; garter snakes living in the bamboo eat the excessive frogs. All elements are needed or the sustainability will collapse. (You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of 9/7/22 \_\_\_\_\_. When the Board of Public Works will consider my appeal.

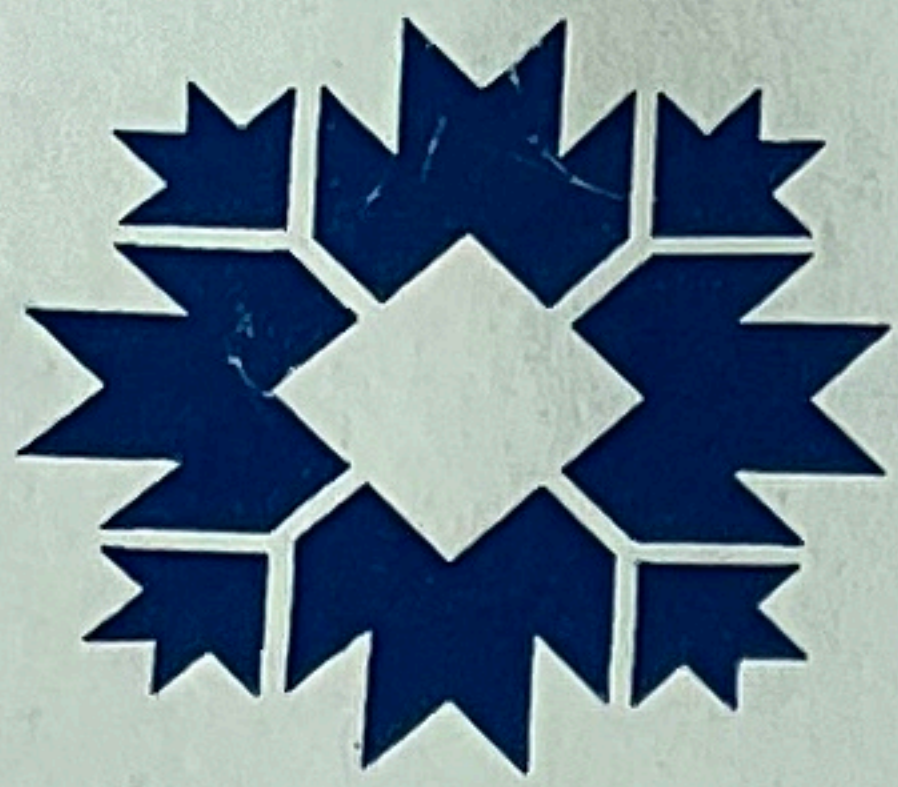
\_\_\_\_\_  
 \_\_\_\_\_ Signature Date 9/7/22

**For use by Public Works:**

Date Appeal Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Date Appeal Forwarded to Legal Department: \_\_\_\_\_





# Notice of Violation

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

Date 9.6.22 Time 11:14 am Address/location 2739 E Briggs Bend 47401  
Issued by: 218

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

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

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

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

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

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

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

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

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

Comments: Bamboo is an invasive plant and must be removed.

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.

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 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.

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 \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

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

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



# **City of Bloomington's Board of Public Works**

## **Decision on Appeal of Excessive Growth**

### **NOV #51986**

On September 6, 2022, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Notice of Violation #51986 to Carolyn Geduld ("Owner") of the property located at 2739 E. Brigs Bend ("Property"). Owner timely appealed the Notice of Violation to the Board of Public Works on September 7, 2022. The Board of Public Works heard testimony and received evidence regarding the Notice of Violation on Tuesday, September 13, 2022. The Board of Public Works finds as follows:

1. Carolyn Geduld is the owner of the Property.
2. On September 6, 2022, City of Bloomington Neighborhood Compliance Officer Chastina Hayes did personally observe bamboo growing on the Property.
3. Owner admits that the property has bamboo growing on the property.
4. Bamboo is on the invasive and prohibited plants list in Table 04-18 under Title 20 of the Bloomington Municipal Code ("BMC") and is a "Weed" pursuant to Title 6 of the BMC.
5. HAND properly issued the warning to Owner pursuant to BMC 6.06.050 because the Owner allowed bamboo to grow on the Property.
6. However, the bamboo is contained in a brick and concrete box that prevents the bamboo from migrating, preventing the same from becoming invasive.

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

- ☐ Denies the appeal and upholds Notice of Violation 51986.
- ☐ Grants the appeal and now voids Notice of Violation 51986 and directs HAND to annually monitor the Property to determine whether the bamboo has spread beyond the brick and concrete planter.

**So ordered this 13<sup>th</sup> day of September, 2022.**

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

The Board of Public Works meeting was held Tuesday, August 30, 2022 at 5:30 pm in the McCloskey Conference Room of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Elizabeth Karon  
Jennifer Lloyd

**ROLL CALL**

City Staff: Adam Wason – Public Works  
April Rosenberger -- Public Works  
Matt Smethurst -- Engineering  
Neil Kopper -- Engineering  
Patrick Dierkes -- Engineering  
Paul Kehrberg -- Engineering  
Sara Gomez -- Engineering

None

**MESSAGES FROM BOARD  
MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

1. Approval of Minutes; August 16, 2022
2. Right-of-Way Dedication on Clarizz Boulevard and Kingston Drive
3. 2022 Subaru Loves Pets Marketing Agreement
4. 2022 Subaru “Share the Love” Marketing Agreement
5. Resolution 2022-66; I FELL Community Celebration
6. Resolution 2022-67; IU Foundation Street Sprints
7. Resolution 2022-68; Jill Behrman 5K Color Run
8. Resolution 2022-69; The Chamber Block Party
9. Noise Permit Application for First Deputy Prosecutor David Gohn’s Going Away Party
10. Addendum #1 to KONE Service Agreement
11. Supplement #1 to HFI Plumbing Service Agreement
12. Approval of Payroll

**CONSENT AGENDA**

Karon made a motion to approve the Consent Agenda. Lloyd seconded. All in favor, motion is passed.

Adam Wason, Public Works, mentioned that the request for an Encroachment for a neighborhood bike station in the right-of-way at the corner of E. Covenanter Drive and S. Brooks Drive had been removed from the agenda.

Matt Smethurst, Engineering, presented Request to Reject Bid for the Downtown Alley Repaving Phase II Project. See meeting packet for details.

**NEW BUSINESS**  
**Request to Reject Bid for the  
Downtown Alley Repaving Phase  
II Project**

**Board Comments:** Lloyd asked if the discrepancies were primarily due to materials or across the board. Smethurst answered that the increased costs are across the board.



Karon made a motion to approve the Request to Reject Bid for the Downtown Alley Repaving Phase II Project. Lloyd seconded. All in favor, motion is passed.

Neil Kopper, Engineering, presented LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the High Street Intersection Modernization and Multi-Use Path Project. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the High Street Intersection Modernization and Multi-Use Path Project. Lloyd seconded. All in favor, motion is passed.

Neil Kopper, Engineering, presented Task Order #2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Task Order #2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects. Lloyd seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented LPA-Consulting Contract with HWC Engineering for Inspection Services for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve LPA-Consulting Contract with HWC Engineering for Inspection Services for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave. Lloyd seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented LPA-Consulting Contract with Shrewsberry & Associates, LLC for Downtown Curb Ramps Phase III. See meeting packet for details.

**Board Comments:** Lloyd asked to confirm the contract amount of \$63,309.00. Dierkes confirmed. Cox Deckard asked if Phase III is the last phase. Dierkes answered that each phase is a separate project.

Karon made a motion to approve LPA-Consulting Contract with Shrewsberry & Associates, LLC for Downtown Curb Ramps Phase III. Lloyd seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Lane closure request from Goodman Construction on N. Walnut Street. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Lane closure request from Goodman Construction on N. Walnut Street. Lloyd seconded. All in favor, motion is passed.

**LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the High Street Intersection Modernization and Multi-Use Path Project**

**Task Order #2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects**

**LPA-Consulting Contract with HWC Engineering for Inspection Services for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave.**

**LPA-Consulting Contract with Shrewsberry & Associates, LLC for Downtown Curb Ramps Phase III**

**Lane closure request from Goodman Construction on N. Walnut Street**

Sara Gomez, Engineering, presented Change Order #1 with Rivertown Construction, LLC for the Neighborhood Greenways Phase I Project. See meeting packet for details.

**Change Order #1 with Rivertown Construction, LLC for the Neighborhood Greenways Phase I Project**

**Board Comments:** Lloyd asked to confirm that if there is some savings on transferring to seeding that it will balance out at the end of the project. Gomez confirmed.

Karon made a motion to approve Change Order #1 with Rivertown Construction, LLC for the Neighborhood Greenways Phase I Project. Lloyd seconded. All in favor, motion is passed.

Adam Wason, Public Works, presented Contract with TAPCO for Traffic Signal Inspections. See meeting packet for details.

**Contract with TAPCO for Traffic Signal Inspections**

**Board Comments:** None

Karon made a motion to approve Contract with TAPCO for Traffic Signal Inspections. Lloyd seconded. All in favor, motion is passed.

Wason mentioned that it would be a busy weekend in downtown Bloomington. The 4<sup>th</sup> Street Arts Festival would be starting Friday and run through Sunday. He also mentioned that the first IU football game would be held on Friday. Wason thanked Sanitation staff for all of their hard work during the busy month of August with student move-ins and also thanked all of Public Works staff members.

**STAFF REPORTS AND OTHER BUSINESS**

**Board Comments:** Lloyd mentioned her appreciation of the specificity of the claims register.

**CLAIMS**

Karon made a motion to approve claims in the amount of \$798,281.03. Lloyd seconded. All in favor, motion is passed.

Cox Deckard called for adjournment at 5:56 p.m.

**ADJOURNMENT**

Accepted By:

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

\_\_\_\_\_  
Jennifer Lloyd, Vice President

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

Date:

Attest to:



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Dedication of Right of Way along Kinser Pike
<b>Staff Representative:</b>	Emily Herr
<b>Petitioner/Representative:</b>	Kinser Flats, LP
<b>Date:</b>	09/13/2022

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The development at 1610 N. Kinser Pike owned by Kinser Flats, LP was built under Grading Permit C19-317. The property owner is dedicating 40' of right-of-way along Kinser Pike. The development installed a new bus stop pad, bus shelter, tree plot, sidewalk, and loading area along Kinser Pike. The 40' of right-of-way dedication includes the sidewalk, tree plot, and road to centerline.

## PUBLIC RIGHT OF WAY DEDICATION

THIS INDENTURE WITNESSETH, that **Kinser Flats, LP**, an Indiana Limited Partnership, (hereinafter “Grantor”) being the fee simple owner of all the real estate described herein, does hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described and depicted on Exhibit A and attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantor has executed this Public Right of Way Dedication as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

**Kinser Flats, LP**

**By:** Suzanne Koesel, Authorized Agent

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Suzanne Koesel, Authorized Agent, of the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

My Commission #:

**ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY**

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Jennifer Lloyd, Vice President

By: \_\_\_\_\_  
Elizabeth Karon, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at which time Kyla Cox Deckard, Jennifer Lloyd, and Elizabeth Karon, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the acceptance of the foregoing public right of way dedication.

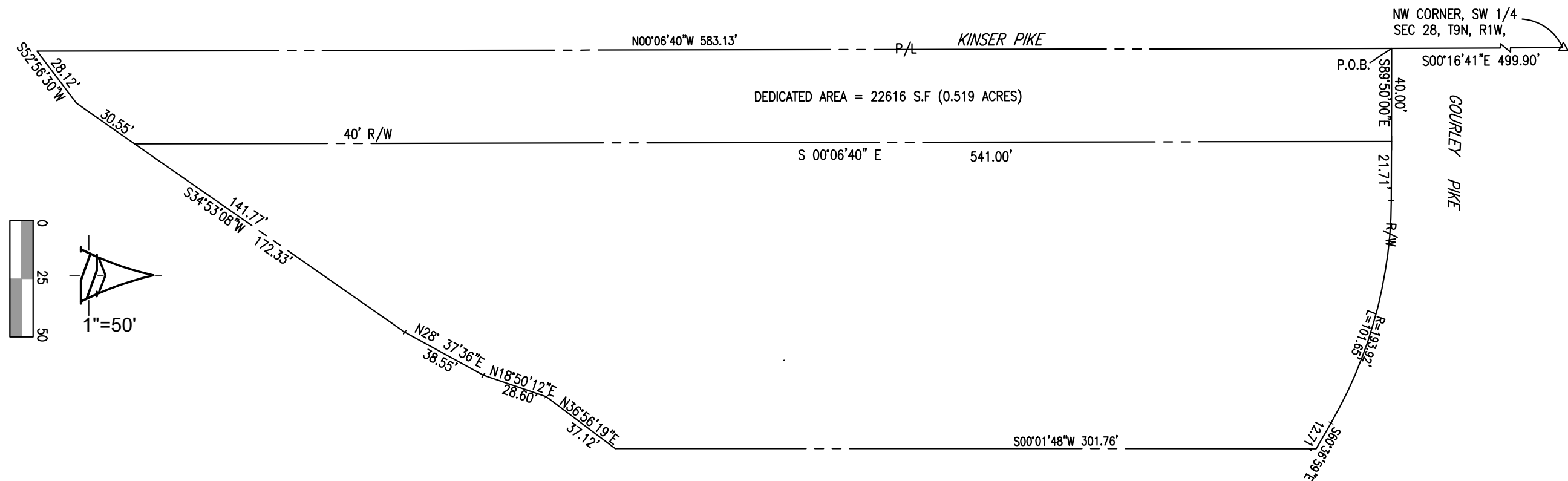
My Commission Expires: _____	_____
	Signature of Notary Public
County of Residence: _____	_____
	Printed Name of Notary Public
My Commission #: _____	

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, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.





0.519 DEED OF DEDICATION AREA:

40 feet of even width off the West side of Kinser Flats LP Parcel Number 53-05-28-300-170.000-005, and a part of the Southwest quarter of Section 28, Township 9 North, Range 1 West Monroe County, Indiana, described as follows:

Commencing at the Northwest corner of the said quarter section; thence along the West line of said quarter section South 00 degrees 16 minutes 41 seconds East (bearings based on Record Deed) 499.90 feet to the projected South right of way of Gourley Pike and the Point of Beginning; thence along said projection South 89 degrees 50 minutes 00 seconds East 40.00 feet; thence leaving the said right of way South 00 degrees 06 minutes 40 seconds East 541.00 feet to the South line of the Parent Tract; thence along said South line South 34 degrees 53 minutes 08 seconds West 30.55 feet; thence South 52 degrees 56 minutes 30 seconds West 28.12 feet to the said West line of quarter section; thence along said quarter section line North 00 degrees 06 minutes 40 seconds West 583.13 feet to the Point of Beginning. Containing in all 22616 square feet (0.519 acres), more or less.

*Charles D. Graham*

Charles D. Graham  
Registration No. LS29500014



EXHIBIT A  
DEED OF DEDICATION  
PARCEL # 53-05-28-300-170.000-005  
SOURCE OF TITLE: INST# 2019013201

Date: 08/25/2021 Revised: 09/09/2022

Project No: 401827



BYNUM FANYO & ASSOCIATES, INC.  
528 North Walnut Street  
Bloomington, Indiana 47404  
Phone (812)332-8030 Fax (812)339-2990



## Board of Public Works Staff Report

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**Project/Event:** Agreement for the Installation and Maintenance of Unlighted  
Neighborhood Signage in Public Right of Way

**Petitioner/Representative:** Park Ridge East Neighborhood Association

**Staff Representative:** April Rosenberger

**Meeting Date:** September 13, 2022

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The Park Ridge East Neighborhood Association applied and received a Small and Simple Grant to fund the purchase and installation of fifteen (15) sign toppers. The toppers will be installed on the street name marker sign poles which will identify their neighborhood to residents and the community.

The neighborhood association president, Eric Sader, has verified with Joe VanDeventer, Director, Street Division, and Andrew Cibor, Director, Engineering, the specifications and installation procedures for the “sign toppers.” The Department of Public Works Staff has reviewed the neighborhood grant application and approved the proposed sign toppers and locations.

In accordance with terms of the agreement and Title 20 of the Bloomington Municipal Code, the Park Ridge East Neighborhood Association has agreed to purchase the “public sign” gift the “public sign” to the City and maintain the “public sign.”

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**City of Bloomington  
Department of Public Works  
Engineering Department**

**Agreement for Installation and Maintenance of  
Unlighted Neighborhood Signage in the Public Right of Way**

**Specific location(s) for signage:** Park Ridge East Neighborhood (15 specific locations on attached map).  
Signs to be placed atop existing street marker public signage at designated intersections.

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This Agreement between the City of Bloomington Department of Public Works and/or the Engineering Department (hereafter “City”) and Park Ridge East Neighborhood Association p.p. Eric Sader, Executive Committee Representative (hereinafter “Applicant”) is to provide a means of installing signage at the location(s) provided above to identify and highlight the neighborhood.

An Excavation Permit is required prior to sign installation. Application for an Excavation Permit shall be made with the Engineering Department.

The Applicant identified below shall obtain written approval from the City prior to purchasing neighborhood signs. The City shall review all proposed signs and sign location(s) for such factors as potential sight obstructions and compliance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) prior to approving the purchase of sign(s) and sign location(s).

City streets which are subject of a Neighborhood Sign Agreement shall be required to install “public signs”, as said term is defined by Title 20 of the Bloomington Municipal Code. **The Applicant shall purchase the “public signs” and shall gift the said “public signs” to the City.**

The sign(s) described above and the public right of way in which the sign(s) are installed shall remain the property of the City. The City makes no commitment to maintain or reinstall the sign(s) in the event of vandalism, accidental damage, or normal wear. If, in the sole judgment of the City, it is found that the sign(s) described above is/are not meeting the terms and conditions of the Agreement, the City may revoke this Agreement and remove the sign(s).

The installed “public sign(s)” is/are subject to the following requirements:

- Number: no more than fifteen ( 15 ) public sign(s) shall be installed.
- Design: The design, including the material and size, shall be approved by the City prior to the gifting.
- Placement: The placement of each public sign shall be determined by the City.



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**From:** Joe VanDeventer  
**Sent:** Monday, August 15, 2022 2:08 PM  
**To:** - -  
**Cc:** April Rosenberger; Angela Van Rooy  
**Subject:** Re: Sign Topper Approval Request

Eric,  
I'm fine with it, the only questions I have are did you get the brackets from Hall's and who will be installing them?

Thanks  
Joe

On Fri, Aug 12, 2022 at 8:18 PM - - <[ericsader@gmail.com](mailto:ericsader@gmail.com)> wrote:

Good evening, Joe.

I have been working with Angela Van Rooy of HAND and April Rosenberger of BPW in moving forward approval of a sign-topper grant for our neighborhood Park Ridge East.

I am informed that I need email approval from you as Street Operations Director for our proposed signage and dimensions.

Please see the attached graphic. If you approve, as is our hope, please email back in the affirmative.

Your approval will be part of our broader packet for consideration by the Board of Public Works.

All the best,

Eric Sader, Park Ridge East Neighborhood Association



13.25 in

6 in



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FOR INTERNAL USE ONLY:

<b>PROJECT TYPE:</b> <input checked="" type="checkbox"/> Sign <input type="checkbox"/> Blades <input type="checkbox"/> Address Sign <input type="checkbox"/> Blanks <input type="checkbox"/> Faces ONLY <input type="checkbox"/> Mailbox <input type="checkbox"/> Rider <input type="checkbox"/> Sales Sign <input type="checkbox"/> Yard Sign <input type="checkbox"/> Other: (specify)	<b>SETUP:</b> <input type="checkbox"/> Single Sided <input type="checkbox"/> Double Sided <input type="checkbox"/> Flat Blade <input type="checkbox"/> Extruded <input type="checkbox"/> Other: (specify) <b>FONT:</b> <input type="checkbox"/> HANA Series (MUTCI) <input checked="" type="checkbox"/> Custom: (specify) <b>RADIUS:</b> <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Custom: (specify) <b>Notched</b>	<b>HOLE SIZE/PLACEMENT:</b> <input type="checkbox"/> NO Holes <input type="checkbox"/> 3/8" <input type="checkbox"/> 1/4" <input type="checkbox"/> 5/16" <input type="checkbox"/> 7/16" <input type="checkbox"/> Other: (specify) <b>PLACEMENT:</b> <input type="checkbox"/> Standard (Top & Bottom) <input type="checkbox"/> Corners <input type="checkbox"/> Custom: (specify)	<b>GAUGE(ALLOY):</b> <input type="checkbox"/> .025 / (3003) <input type="checkbox"/> .032 / (3003) <input type="checkbox"/> .040 / (3003) <input type="checkbox"/> .063 / (3105) <input type="checkbox"/> Painted White .063 / (3105) <input type="checkbox"/> .080 / (3105) <input type="checkbox"/> .080 / (5052) <input type="checkbox"/> .100 / (5052) <input type="checkbox"/> .125 / (5052) <input type="checkbox"/> Extruded / (6063) <input type="checkbox"/> Other: (specify)	<b>SHEETING:</b> <input type="checkbox"/> (EG) Engineer Grade <input type="checkbox"/> (HIP) High Intensity Prismatic <input type="checkbox"/> (DGG) Diamond Grade <input type="checkbox"/> Vinyl <input type="checkbox"/> Other: (specify) <b>SPECIFIC COLORS:</b> <input type="checkbox"/> PMS Numbers: <input type="checkbox"/> Other: (specify)
--	---	--	--	--

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DATE: August 8th, 2022

REQUEST NO: AM081222-1

CUSTOMER: Park Ridge East

CSR - SALES: Amanda

DESIGNER-ART DEPT.: Meg

ART FILE - LOCATION NAME: LDrive/LS/Park Ridge East - 2022.fs



IBT  
Duane Busick Video

Meadow Park Apartments

Irena Bolza-Piano

Motion Dance Acad

Bruster's Real Ice Cream

Mr. Hibachi Buffet

The Office Lounge  
& Liquor Store

Google



## Board of Public Works Staff Report

---

**Project/Event:** Mobile Vendor in Right of Way – Resolution No. 2022-70

**Petitioner/Representative:** Taneisha Henline, Owner of Top Shotta Jerk Chicken LLC

**Staff Representative:** Susan Coates

**Meeting Date:** 9/13/2022

---

Top Shotta Jerk Chicken LLC, by its owner Taneisha Henline, 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 be selling food via a mobile kitchen and food truck.

This application is for 1 year.

---

Staff is supportive of the request.

Susan Coates

Top Shotta Jerk



CITY OF BLOOMINGTON

## 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 Fee Application

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

add w/CC

### 2. Applicant Information

Name:	Taneisha Hentline	
Title/Position:	Owner / Operator	
Date of Birth:	Dec 8, 91	
Address:	4114 Daniel Ave	
City, State, Zip:	Bloomington, IN 47403	
E-Mail Address:	jamaica.hentline@gmail.com	
Phone Number:	812 361 3912	Mobile Phone: 812 361 3912

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:		Mobile Phone:

Received in ESD

AUG 22 2022

#### 4. Company Information

Name of Employer:

Address of  
Employer:

City, State, Zip:

Employment Start  
Date:

End Date (If known):

Phone Number:

Website / Email:

Company is a:

☒ Limited  
Liability  
Corporation  
(LLC)

☐ Corporation

☐ Partnership

☐ Sole  
Proprietor

☐ Other:

#### 5. Company Officer Information

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

Name

Taneisha Aentine

Address

4114 Daniel Ave  
Bloomington In. 47403

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

Date of incorporation  
or organization:

October 16, 2017

State of incorporation  
or organization:

Indiana

(If Not Indiana) Date  
qualified to transact  
business in state of  
Indiana:



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

Jamaican Jerk chicken - chicken is stored & transported at a proper temperature  
grill on a charcoal grill - Jerk chicken wrap, rice & peas, baked, fries. 1 sandwich  
prep table, 148" cooler 2 warmers, 1 microwave and a grill.

Planned hours of operation:

Wed - 10am - 2pm  
Friday & Saturday 4pm - 8pm

Place or places where you will conduct business (If private property, attach written permission from property owner):

Andy Mohr on west side.  
Bloomington - 222 S college ave

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 ☒

(If Yes) Provide details

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

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

**For City Of Bloomington Use Only**

Date Received:

Received By:

Date Approved:

Approved By:

**Received in ESD**

**AUG 22 2022**



State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2016

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 20	ISSUE DATE 01/12/22	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 22	PLATE 762UT	PL TP PA	WEIGHT 21	PR YR N	LS VA	TYPE VA	PRIOR YR PL 762UT
EXPIRATION DATE 01/31/23		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 02	MAKE WRK	MODEL STE	VEHICLE IDENTIFICATION NUMBER 5T4HP41RX23344383			TYPE VA	COLOR GRN/BLK	
CURRENT YEAR TAX	EX TAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35	ADMIN FEE 0.00	TOTAL 82.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													



IINT

Legal Address  
4114 W DANIEL AVE  
BLOOMINGTON, IN 47403-1806



TOP SHOTTA JERK CHICKEN  
4114 W DANIEL AVE  
BLOOMINGTON, IN 47403-1806



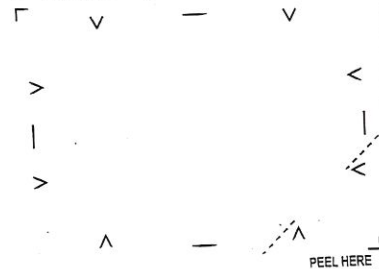
1811 1/1



BATCH# 21461084 SEQUENCE# 1811 1/1

### INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



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

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 2	ISSUE DATE 03/01/22	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 22	PLATE TR328ZNW	PL TP GP	WEIGHT 3	PR YR 21	LS N	TYPE GP	PRIOR YR PL TR328ZNW
EXPIRATION DATE 01/31/23		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 18	MAKE RG	MODEL TR	VEHICLE IDENTIFICATION NUMBER 7GRR110B0JZ000818			TYPE TR	COLOR BLK/	
CURRENT YEAR TAX	EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 10.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 16.35	ADMIN FEE 15.00	TOTAL 49.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3,000													



Legal Address  
4114 W DANIEL AVE  
BLOOMINGTON IN 47403-1806

TOP SHOTTA JERK CHICKEN  
4114 W DANIEL AVE  
BLOOMINGTON IN 47403-1806



000 00 000

### INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.

**my Driver Records**

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**my Driver Records**

Welcome, ELI JEPHTA HENLINEI

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

License type: DRIVERS W/ MC

As of 08/11/2022 11:49 am

License status: VALID

IINT

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

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

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

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
11	Suspension	FAILURE TO APPEAR CASE 53C021311IF008734 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	12/03/2013	12/05/2013	12/03/2013	08	
9	Suspension	FAILURE TO APPEAR FOR DRIVER SAFETY PROGRAM	09/30/2013	11/08/2013	07/02/2013	08	
8	Suspension	FAILURE TO APPEAR CASE 53C021306IF004464 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: FAILURE TO USE/IMPROPER SIGNAL	06/25/2013	07/01/2013	06/25/2013	08	
6	Suspension	FAILURE TO APPEAR CASE 53C021207IF005530 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: SEAT BELT VIOLATION	08/07/2012	08/16/2012	08/07/2012	08	

**Pending Suspension Information**

No Pending Suspensions were found.

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

No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

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

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
07/19/2013	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	06/29/2013	MONROE CIRCUIT #5 / 53C051307IF005720			No	No
07/01/2013	2	FAILURE TO USE/IMPROPER SIGNAL	05/28/2013	MONROE CIRCUIT #2 / 53C021306IF004464	9		No	No

08/16/2012	0	SEAT BELT VIOLATION	06/28/2012	MONROE CIRCUIT #2 / 53C021207IF005530	No	No
11/09/2009	2	SPEEDING	10/12/2009	TENNESSEE / TN 8017659	No	No
02/17/2006	2	SPEEDING 40/30	01/06/2006	MONROE CIRCUIT #2 / 53C020601IF00758	No	No
12/08/2005	4	SPEEDING 72/55	11/13/2005	DAVIESS SUPERIOR / 14D010511IF2335	No	No
11/17/2005	4	MOTORCYCLE LEARNER PERMIT VIOLATION	08/24/2005	MONROE CIRCUIT #6 / 53C060508IF11225	No	No
02/17/2004	2	SPEEDING 40/30	01/31/2004	MONROE CIRCUIT #2 / 53C020402IF01056	No	No
12/15/2003	2	SPEEDING 70/55	10/21/2003	MARTINSVILLE CITY / 55H010312IF6380	No	No
10/09/2002	4	SPEEDING 55/35	09/04/2002	MONROE CIRCUIT #3 / 53C030209IF11920	No	No
08/31/2000	2	SPEEDING 50/35	08/27/2000	GREENE SUPERIOR / 28D010008IF2507	No	No

#### Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
7	06/13/2010	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
5	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
4	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
3	05/20/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403
2	06/23/1999	5777 S HARMONY RD	BLOOMINGTON	IN	47403
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

#### Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

### Credential Issuance

Interim Credential Issue Date: 5/30/2019, Expiration Date: 6/29/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 14696937

Issue Date: 05/30/2019, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: None, Expiration Date: 04/15/2026

Interim Credential Issue Date: 2/28/2014, Expiration Date: 3/30/2014, Reason: DUPLICATE DL, IN-STATE, Control #: 5670752

Issue Date: 02/28/2014, Duplicate License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 6/18/2013, Expiration Date: 7/18/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4807730

Issue Date: 06/18/2013, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 11/17/2011, Expiration Date: 12/17/2011, Reason: AMEND DL W/ CARD, IN-STATE, Control #: 2053599

Issue Date: 11/17/2011, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Interim Credential Issue Date: 11/7/2011, Expiration Date: 12/7/2011, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 2025118

Issue Date: 11/07/2011, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 07/16/2008, Renew License, DRIVERS W/MC (4 YR), Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 08/25/2007, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2009

Issue Date: 08/04/2007, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 08/31/2008

Issue Date: 04/15/2005, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2009

Issue Date: 04/07/2005, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 04/30/2006

Issue Date: 05/19/2000, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2005

Issue Date: 05/16/2000, Duplicate Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 06/23/1999, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 07/28/1997, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 07/31/2001

Issue Date: 04/21/2006, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: None, Expiration Date: 04/30/2007

### Remarks

Remark Date: 11/08/2013 Driver Safety Program (DSP) completed on 11/7/2013 12:00:00 AM for 4 points

Remark Date: 05/25/2007 Driver Safety Program (DSP) completed on 5/23/2007 12:00:00 AM for 4 points

Remark Date: 05/16/2006 PROBATION DATA, EFFECTIVE DATE: 05/15/2006 EXPIRATION DATE: 08/14/2006

Remark Date: 03/15/2006 Driver Safety Program (DSP) completed on 03/15/2006 for 4 points

Remark Date: 05/14/2004 Driver Safety Program (DSP) completed on 05/13/2004 for 4 points

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



# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Advanced Auto Care  
INSPECTOR'S NAME Brian Green INSPECTOR'S PHONE # 812-330-1620  
DATE OF INSPECTION 8/11/22  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 02 MAKE Workhorse MODEL FT 1061  
VIN ST4HP41RX23344383

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<u>✓</u>	_____	<u>Trailer Works</u>
FLASHERS	<u>✓</u>	_____	_____
REFLECTORS	<u>✓</u>	_____	_____
HORN	<u>✓</u>	_____	_____
WINDSHIELD WIPERS	<u>✓</u>	_____	_____
MIRRORS	<u>✓</u>	_____	_____
SEATBELTS	<u>✓</u>	_____	_____
BUMPER HEIGHT	<u>✓</u>	_____	_____
ALL WINDOWS	<u>✓</u>	_____	_____
MUFFLER	<u>✓</u>	_____	_____
TIRES	<u>✓</u>	_____	_____
BRAKES	<u>✓</u>	_____	_____
DOORS	<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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date: 8/11/22

**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)

8/12/2022

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).

PRODUCER German American Insurance PO Box 1008 Jasper IN 47546	CONTACT NAME: Michele Schoenbachler PHONE (A/C, No, Ext): 812-482-0739 E-MAIL ADDRESS: michele.schoenbachler@germanamerican.com	FAX (A/C, No): 888-840-5705
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indiana Farmers Mutual Ins Co		22624
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 911838163 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CGL1008962	6/25/2022	6/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1009771	6/25/2022	6/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Bloomington  
401 N Morton St  
Bloomington IN 47404

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

AUTHORIZED REPRESENTATIVE

*Paula A. Woodhew*

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**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520


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

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

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

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

TANEISHA HENLINE  
Name, Printed

  
Signature

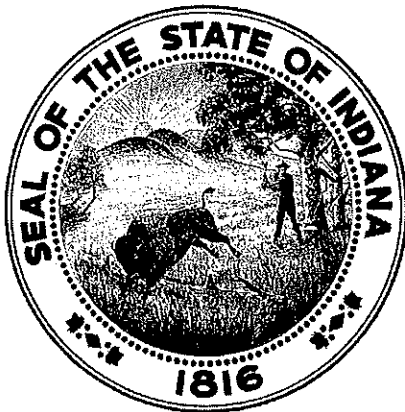
Aug 11, 22  
Date Release Signed

**State of Indiana  
Office of the Secretary of State**

Certificate of Organization  
of  
**TOP SHOTTA JERK CHICKEN LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 16, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 13, 2017

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201710161218818 / 7724856



## REGISTERED RETAIL MERCHANT CERTIFICATE

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

TOP SHOTTA JERK CHICKEN  
4114 W DANIEL AVE  
BLOOMINGTON IN 47403-1806

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



TOP SHOTTA JERK CHICKEN LLC  
4114 W DANIEL AVE  
BLOOMINGTON IN 47403-1806

FEIN 82-3072079  
LOC ID 0165855380-001  
ISSUED March 02, 2021  
EXPIRES March 31, 2023

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

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

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

No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.

No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.

No mobile food vendor unit shall locate in an alleyway.

Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.

Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.

No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.

No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.

No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.

No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

No mobile food vendor shall locate within any zoning district except the following:  
Commercial General; Commercial Arterial; Commercial Downtown; Industrial General;  
Business Park; and Institutional.

No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.

No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.

No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

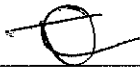
**I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name:

Taneisha Henline

Signature:



Date:

Aug 11, 22

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

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

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

Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code

A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights

No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants

No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit

Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department

No mobile food vendor unit may make use of any public or private electrical outlet while in operation

Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:

- o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
- o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
- o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- o 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:

Taneisha Henline

Signature:

[Signature]

Date:

Aug 11, 22

# City of Bloomington Fire Department

Mayor John Hamilton  
Fire Chief Jason Moore

300 E 4th St  
Bloomington IN 47402

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

## Temporary Food Vendor

---

**Date:** 08/22/2022

**Business Name:** Top Shotta Jerk Chicken LLC (Truck)

**Address:** 4114 W DANIEL AVE  
Bloomington, IN 47408

**Phone:** CELL 812-361-3912

The following permit has been issued:

**Permit No.** 22-0228

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 08/19/2022

**Effective Date:** 08/19/2022

**Expiration Date:**

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



Digitally signed by Tim Clapp  
DN: C=US,  
E=clappt@bloomington.in.gov,  
O=Fire Marshal, OU=City of  
Bloomington Fire, CN=Tim  
Clapp

8/22/2022

---

**Inspector:** Tim Clapp

**Date**





**NATIONAL REGISTRY OF  
FOOD SAFETY PROFESSIONALS®**

**CERTIFIES**

**TANEISHA C HENLINE**

**HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE  
FOOD SAFETY MANAGER  
UNDER THE  
CONFERENCE FOR FOOD PROTECTION STANDARDS**

**PRESIDENT:**

**LAWRENCE J. LYNCH, CAE**



#0656

6751 Forum Drive, Suite 220, Orlando, FL 32821  
P (800) 446-0257 F (407) 352-3603 [www.NRFSP.com](http://www.NRFSP.com)  
National Registry of Food Safety Professionals®

**ISSUE DATE: DECEMBER 7, 2017  
EXPIRATION DATE: DECEMBER 7, 2022  
CERTIFICATE NO: 21412961  
TEST FORM: EXE70**

This certificate is not valid for more  
than five years from date of issue.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-70  
Mobile Vendor in Public Right of Way  
Top Shotta Jerk Chicken 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, Top Shotta Jerk Chicken 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 and food truck for one (1) year beginning on September 13, 2022, and ending on September 13, 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. 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.

**RESOLUTION 2022-70**

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

**ADOPTED THIS THE 13th DAY OF SEPTEMBER, 2022.**

**BOARD OF PUBLIC WORKS:**

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

\_\_\_\_\_  
Jennifer Lloyd, Vice-President

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-70 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Taneisha Henline  
Top Shotta Jerk Chicken LLC

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



## Board of Public Works Staff Report

---

**Project/Event:** 2022 Indiana University Homecoming Parade

**Petitioner/Representative:** Indiana University Alumni Association

**Staff Representative:** April Rosenberger

**Meeting Date:** September 13, 2022

**Event Date:** Friday, October 07, 2022

---

The Indiana University Alumni Association is requesting street closures for the purpose of conducting their annual Indiana University Homecoming Parade on Friday, October 07th from 4:30 p.m. to 7:00 p.m.

The annual IU Homecoming parade, will begin assembling in the Green Lot of Assembly Hall, then at 6pm will officially start at 17th & Woodlawn and travel south down Woodlawn, turn east on 13th St, turn north on Fee lane, turn west back onto 17th St. and finish back at the stadium. Parade will begin at 5:30 p.m. and end at 7:00 p.m. on October 07, 2022.

Indiana University Police Department will be providing traffic control.

The Indiana University Alumni Association expects approximately 1500-2000 attendees, including student and community members, and will feature walking groups, decorated vehicles, and floats.

A noise waiver has been written into the Resolution, and a Noise Permit application was submitted.

BPD has approved a Parade Permit subject to BPW approval.



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

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

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

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development





## SPECIAL EVENT APPLICATION

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

### 1. Applicant Information

Contact Name:	Eryn Wisler		
Contact Phone:	812-855-4664	Mobile Phone:	812-327-0074
Title/Position:	Sr. Associate Director of Student Engagement		
Organization:	IU Alumni Association		
Address:	1000 E 17th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	ewisler@iu.edu		
Organization E-Mail and URL:	alumni.indiana.edu		
Org Phone No:		Fax No:	

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

Organization Name:			
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, October 7	
Time of Event:	Date: 10/07/22   Start: 5:30 pm   Date:   End: 7 pm	
Setup/Teardown time Needed	Date:   Start: 4:30 pm   Date:   End: 7pm	
Calendar Day of Week:	Friday	
Description of Event:	The IU Alumni Association holds a Homecoming parade annually. This year we are requesting use of the same route as last year: Begins at Woodlawn Ave & 17th St Turns Left onto 13th St Turns left onto Fee Lane Turns left onto 17th St	
List of Street Closures (If applicable)	We request the closing of : 17th at Fee 17th and Fess Woodlawn from 17th to 13th 13th from Woodlawn to Fee Fee from 13th to 17th	
Expected Number of Participants:	close to 100	Expected # of vehicles (Use of Parking Spaces to close): no parking spaces

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

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

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

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

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

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

## 6. CHECKLIST

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

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

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

September 7, 2022

Dear Bloomington Community and IU Campus friends:

Greetings from the Indiana University Homecoming Committee! This year, the Homecoming parade will take place on Woodlawn Ave. on Friday, October 7th at 6:00 p.m. We are contacting you because the building you live or work in will be affected by the parade. Our petition will be heard virtually by the Board of Public Works on \_\_\_\_\_. Meeting details can be found at <https://bloomington.in.gov/boards/public-works>

The staging area is in the Green lot of the Memorial Stadium parking lot. The parade will begin on 17th and Woodlawn, head south on Woodlawn, turn east on 13<sup>th</sup> St., turn north on Fee lane, then head west back down 17<sup>th</sup> St., finishing at Assembly Hall. Multiple roads will be closed along this route from approximately 5:45 pm to 7:00 pm on Friday, October 7<sup>th</sup>. Please see the attached parade route map for a better understanding of what areas will be affected. It is likely that parking will be limited or unavailable in these areas. Not only will there be the usual college students and community members, but we anticipate many Hoosier alumni will be returning to Bloomington.

Homecoming is one of the biggest IU events of the year, and the parade is a significant part of building up the spirit for the big game. Your participation would be greatly appreciated! We encourage you to get spirited, get involved, and let's make Homecoming 2022 a year to remember!

We appreciate your patience and understanding during the parade. If you have specific questions about suggestions for navigating around the parade during this time period, please feel free to contact the Indiana University Alumni Association at (812) 855-4822 and ask to speak to someone in the programs department.

Sincerely,

Eryn Wisler  
Sr. Associate Director of Student Engagement  
Indiana University Alumni Association

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/14/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>EPIC Insurance Midwest</b> <b>P.O. Box 80159</b> <b>Indianapolis, IN 46280</b>	<b>CONTACT NAME:</b> Christopher Ensminger <b>PHONE (A/C, No, Ext):</b> 317-706-9594 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> christopher.ensminger@epicbrokers.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Cincinnati Insurance Company <b>NAIC #</b> 10677 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Indiana University Alumni Association</b> <b>Off of Insurance, Loss Control &amp; Claims</b> <b>2805 E. 10th St., Smith Research C # 110</b> <b>Bloomington, IN 47408</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ENP0423551	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ENP0423551	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0423551	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Event: Homecoming Parade, October 7th**

Certificate holder is an additional insured as required by written contract but only with respect to the operations of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington  
 Department of Public Works  
 401 N Morton St.  
 Suite 150; PO Box 100  
 Bloomington, IN 47402

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





**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-72**

**IU HOMECOMING PARADE 2022**

**WHEREAS**, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by Indiana Code § 36-9-6-2 to supervise the streets, sidewalks, and parking spaces of the City; and

**WHEREAS**, the Indiana University Alumni Association (hereinafter referred to as “IUAA”) would like to have the City close the following City streets: N. Woodlawn Avenue from E. 17<sup>th</sup> Street to E. 13<sup>th</sup> Street, E. 13<sup>th</sup> Street to N. Fee Lane, N. Fee Lane to 17<sup>th</sup> Street to finish at Assembly Hall. Parade staging will begin in the IU Green Lot of Assembly Hall and start at the corner of E. 17<sup>th</sup> and N. Woodlawn. This closing is so IUAA can host the 2022 Indiana University Homecoming Parade.

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

**WHEREAS**, the City desires to close said streets in order to support this community function.

**NOW, THEREFORE, BE IT RESOLVED** that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the 2022 Indiana University Homecoming Parade: N. Woodlawn Avenue from E. 17<sup>th</sup> Street to E. 13<sup>th</sup> Street, E. 13<sup>th</sup> Street to N. Fee Lane, N. Fee Lane to 17<sup>th</sup> Street. Parade staging will begin at 4:30 p.m. in the IU Green Lot of Assembly Hall and start at the corner of E. 17<sup>th</sup> Street and N. Woodlawn Avenue on Friday, October 07<sup>th</sup>, 2022. The parade will begin at 5:30 p.m. and will end at 7:00 p.m.
2. IUAA shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. IUAA shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. IUAA shall obtain and place at IUAA's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IUAA shall not close the streets until 4:30 p.m. on Friday, October 07<sup>th</sup>, 2022 and shall remove barricades and signage by 7:00 p.m. on Friday, October 07<sup>th</sup>, 2022.
4. IUAA shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.



5. IUAA shall clean up the affected area before, during, and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and empty and remove all trash cans/receptacles. Clean-up shall be completed by 7:00 p.m. on Friday, October 07th, 2022.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. IUAA shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. IUAA, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. \_\_\_\_\_, a duly authorized representative of IUAA, represents that he/she is fully empowered by proper action of IUAA to bind IUAA to the terms and conditions set forth in this Resolution and does so bind IUAA by his/her signature set forth below.

ADOPTED THIS 13<sup>th</sup> DAY SEPTEMBER, 2022.

BOARD OF PUBLIC WORKS:

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

\_\_\_\_\_  
Jennifer Lloyd, Vice-President

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

INDIANA UNIVERSITY ALUMNI  
ASSOCIATION:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

## REGISTER OF PAYROLL CLAIMS

### Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/9/2022	Payroll				505,024.86
					<u>505,024.86</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 505,024.86

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

_____	_____	_____
Kyla Cox Deckard, President	Jennifer Lloyd, Vice President	Elizabeth Karon, Secretary

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

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



## Board of Public Works Staff Report

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**Project/Event:** Resolution to uphold the Order to Vacate and Repair  
**Petitioner/Representative:** HAND  
**Staff Representative:** Maria McCormick/John Hewett  
**Date:** September 13, 2022

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**Report:**

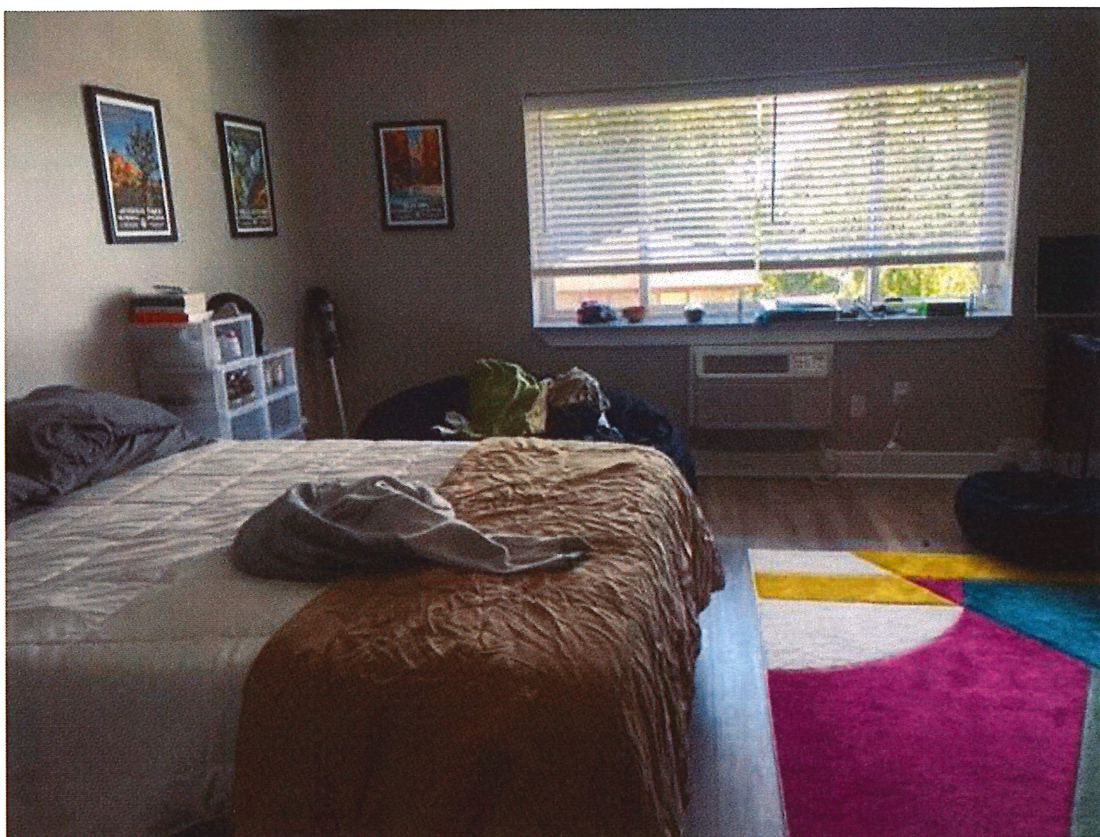
August 26, 2022	Initial inspection.
August 29, 2022	Orders to Vacate and Repair issued.
August 30, 2022	Inspection with Monroe County Building Dept.; Out of Compliance with Orders to Vacate.
September 2, 2022	Inspection of property, Issued a temporary Certificate of Occupancy for southern part of building.
September 6, 2022	Inspection of property.
September 7, 2022	Inspection of property.
September 8, 2022	Orders to Vacate lifted for all units except 229 & 329.
September 9, 2022	Inspection of the property.

On August 26, 2022 HAND received a call from the Monroe County Building that the general contractor at 430 S. Dunn St. (Poolside Apartments/The Mia) was looking to get a Certificate of Occupancy to allow tenants to move into the building. Upon joint inspection of the building between HAND staff and the MCBBD determined that construction was not complete, there were outstanding Life Safety issues, along with other code violations. No Certificate of Occupancy was issued for the building. On August 29, 2022 it came to the attention of HAND that residents had been moved into the property despite the building having no Certificate of Occupancy. On inspection August 30, 2022 it was discovered that a total of 6 units had been occupied, in violation of the orders to vacate. HAND continued to complete daily inspections of the building. On September 2, 2022,

the orders to vacate were lifted and the property was given a temporary Certificate of Occupancy for the south portion of the building. Units 115-128; 215-228 & 315-328. Inspections at the site continued. On September 8, 2022 A temporary certificate of occupancy was issued for the north portion of the building. The orders to Vacate are still in effect for Apartments 229 & 329 until they meet all code requirements. HAND is requesting the Board to up hold the resolution.









City of Bloomington  
Housing & Neighborhood Development

August 29, 2022

CSF Bloomington LLC  
225 N Washington St.  
Bloomington IN 47408

**UNSAFE BUILDING  
ORDER TO VACATE and REPAIR**

RE: Structure located at 430 S Dunn St, Bloomington, Indiana 47408  
Legal description of relevant property: 015-35820-00 Allens L18-21&vac. Alley (the  
"Property")

Recent inspections by the City of Bloomington Housing and Neighborhood Development Department ("HAND") determined the Property to contain an unsafe structure and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(1) and (a)(5), you are hereby **ORDERED to VACATE ALL TENANTS FROM THE STRUCTURE (the "Structure")** at the above-referenced property immediately and no later than **12:00 a.m. on August 30, 2022 AND REPAIR THE STRUCTURE WITHIN SIXTY (60) DAYS.**

The following actions must be taken to comply with this Order:

1. **Vacate the Structure immediately and no later than 12:00 a.m. August 30, 2022;**
2. **Contact the Monroe County Building Department to determine if any permits or inspections are required for the work to be completed;**
3. **Complete all repairs, including without limitation those repairs required to bring the Structure and Property into compliance with all applicable building and safety laws, including fire safety, structural, and electrical code within sixty (60) days;**
4. **All required Monroe County Building Department authorizations and inspections, including certificates of occupancy, and HAND inspections shall be completed before the Order to Vacate and Repair is lifted.**

In accordance with the emergency provisions of I.C. § 36-7-9-9, HAND finds it necessary to take emergency action concerning this Unsafe Property in order to protect life, safety, or property due to the failure to comply with applicable building codes, including fire safety code. The Structure is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and 36-7-9-9 and this **ORDER TO VACATE and REPAIR** is being issued as a result of inspections conducted by HAND and the Monroe County Building Department between August 26 and August 29, 2022. The inspections revealed that the Structure is:

☒ In an impaired structural condition that makes it unsafe to a person or property;

- ☒ A fire hazard;
- ☐ A hazard to the public health;
- ☐ A public nuisance;
- ☒ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance: **I.C. 22-13-2-13; 675 IAC 12-4-9 Maintenance of buildings and structures; and/or**
- ☐ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

You may challenge in an emergency court proceeding the enforcement authority's determination that the premises poses an immediate danger to the life or safety of any person. In an emergency court proceeding, the enforcement authority has the burden of proving that emergency action is necessary to protect from immediate danger the life or safety of persons occupying or using nearby property.

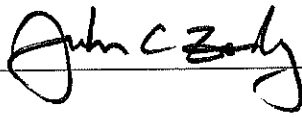
There will be a hearing before the Board of Public Works on September 13, 2022, commencing at 5:30 p.m. in Council Chambers at City Hall, 401 N. Morton Street, Bloomington Indiana. You or your counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadlines imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold or HAND Director John Zody during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold  
Neighborhood Compliance Officer  
Housing & Neighborhood Development Department (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402  
(812) 349-3401  
arnoldm@bloomington.in.gov.

  
\_\_\_\_\_  
John Zody, Director  
City of Bloomington  
Housing & Neighborhood Development (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402

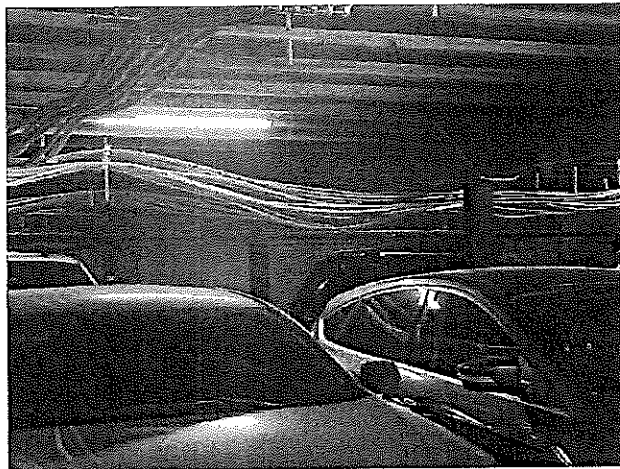
8/29/22  
Date



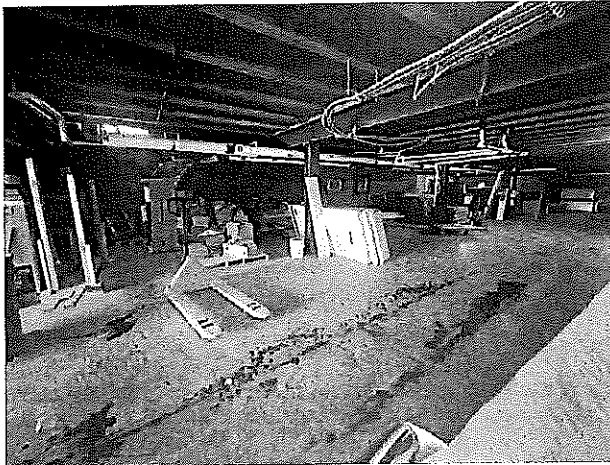
**Poolside Apartments Photos (not all inclusive)**  
**August 26, 2022**



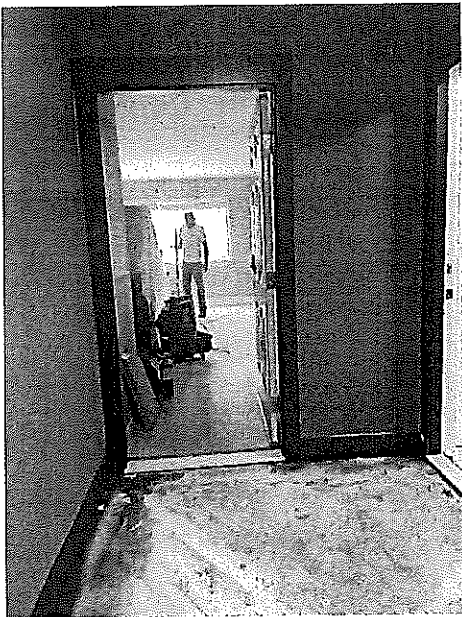
**Open ceiling in lobby. Awaiting structural drawings for approval.**



**New electrical conduit reachable from floor.**



**Equipment still present.**



**Main hallway under construction.**

#### **Indiana General Administrative Rules**

675 IAC 12-4-9 Maintenance of buildings and structures

Authority: IC 22-13-2-13

Affected: IC 22-12-6-6; IC 22-13-2-2; IC 22-13-2-8; IC 36-8-17-13

Sec. 9. (a) All buildings and structures, and any part of the permanent heating, ventilating, air conditioning, electrical, plumbing, sanitary, emergency detection, emergency communication, or fire or explosion systems, and all parts thereof, shall be maintained in conformance with the applicable rules of the commission, or applicable rules of its predecessor agencies, in effect when constructed, installed, or altered.

(b) The requirements of subsection (a) shall not prohibit maintenance in conformance with the current applicable building rules of the commission or in another manner which would be at least

as safe, sanitary, energy conserving and accessible to persons with a physical disability as that required by subsection (a).

(c) Buildings and structures, and any part of the permanent heating, ventilating, air conditioning, electrical, plumbing, sanitary, emergency detection, emergency communication, or fire or explosion suppression systems, and all parts thereof, constructed, installed, or altered prior to the adoption of applicable rules by the commission or its predecessor agencies (including construction, installation, or alteration prior to the creation of the predecessor agencies) shall be maintained in a condition at least as safe and sanitary as they were when constructed, installed, or altered.

(d) This section does not prohibit the removal of buildings, structures, or any part of the permanent heating, ventilating, air conditioning, electrical, plumbing, sanitary, emergency detection, emergency communication, or fire or explosion suppression systems, or components thereof not required for the current use and occupancy by the rules of the commission or its predecessor agencies at the time of construction, installation, or alteration (including construction, installation, or alteration prior to the creation of the predecessor agencies).

(e) Notwithstanding subsection (d), no alteration or removal shall cause an existing building, structure, or any part of the permanent heating, ventilating, air conditioning, electrical, plumbing, sanitary, emergency detection, emergency communication, or fire or explosion suppression systems to become unsafe or overloaded under the provisions of the current rules of the commission for new construction.

(f) Notwithstanding subsection (d), no alteration or removal shall reduce existing fire protection or detection systems or exit capacities to a level less than that required under the provisions of the current rules of the commission for new construction. (Fire Prevention and Building Safety Commission; 675 IAC 12-4-9; filed Jul 17, 1987, 2:30 p.m.: 10 IR 2683, eff Aug 1, 1987 [IC 4-22-2-36 suspends the effectiveness of a rule document for 30 days after filing with the secretary of state. LSA Document #87-53 was filed Jul 17, 1987.]; filed Jan 30, 1998, 4:00 p.m.: 21 IR 2083; errata filed Feb 2, 1998, 8:30 a.m.: 21 IR 2129; readopted filed Sep 11, 2001, 2:49 p.m.: 25 IR 530; readopted filed Sep 21, 2007, 9:20 a.m.: 20071010-IR-675070388RFA; readopted filed Oct 10, 2007, 9:16 a.m.: 20071031-IR-675070388RFA; readopted filed Aug 8, 2012, 8:08 a.m.: 20120905-IR-675120260RFA)

#### Indiana 2014 Fire Code

1014.1 General. The exit access shall comply with the applicable provisions of Sections 1003 through 1013. Exit access arrangement shall comply with Sections 1014 through 1019.

1015.1 Exits or exit access doorways from spaces. Two exits or exit access doorways from any space shall be provided where one of the following conditions exists:

1. The occupant load of the space exceeds one of the values in Table 1015.1.

Exceptions:

1. In Group R-2 and R-3 occupancies, one means of egress is permitted within and from individual dwelling units with a maximum occupant load of 20 where the dwelling unit is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.

2. Care suites in Group I-2 occupancies complying with Section 407.4.3 of the International Building Code.

2. The common path of egress travel exceeds one of the limitations of Section 1014.3.

3. Where required by Section 1015.3, 1015.4, 1015.5 or 1015.6.

Where a building contains mixed occupancies, each individual occupancy shall comply with the applicable requirements for that occupancy. Where applicable, cumulative occupant loads from adjacent occupancies shall be considered in accordance with the provisions of Section 1004.1.

Table 1014.3 COMMON PATH OF EGRESS TRAVEL

Occupancy	Occupant load		With Sprinkler
	Without Sprinkler < 30	>30	
R-2	75ft	75ft	125ft

1016.3.1 Exit access stairways and ramps. Travel distance on exit access stairways or ramps shall be included in the exit access travel distance measurement. The measurement along stairways shall be made on a plane parallel and tangent to the stair tread nosing in the center of the stair and landings. The measurement along ramps shall be made on the walking surface in the center of the ramp and landings.

## SECTION 1021

### NUMBER OF EXITS AND EXIT CONFIGURATION

[B] 1021.1 General. Each story and occupied roof shall have the minimum number of exits, or access to exits, as specified in this section. The required number of exits, or exit access stairways or ramps providing access to exits, from any story shall be maintained until arrival at grade or a public way.

[B] 1021.2.3 Single-story or multiple-story dwelling units. Individual single-story or multiple-story dwelling units shall be permitted to have a single exit within and from the dwelling unit provided that all of the following criteria are met:

1. The dwelling unit complies with Section 1015.1 (building would require sprinkler) as a space with one means of egress; and
2. Either the exit from the dwelling unit discharges directly to the exterior at the level of exit discharge, or the exit access outside the dwelling unit's entrance door provides access to not less than two approved independent exits.













**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-71  
Unsafe Order for 430 S. Dunn St., Bloomington, Indiana**

**WHEREAS**, on August 29, 2022, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Orders To Vacate and Repair** on real estate located at 430 S. Dunn St., Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS**, HAND issued said Orders to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS**, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, September 13, 2022.

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

- ☐ Affirms the Orders to Vacate and Repair issued by HAND on August 29, 2022.
- ☐ Rescinds the Orders to Vacate and Repair issued by HAND on August 29, 2022.
- ☐ Modifies the Orders to Vacate and Repair issued by HAND on August 29, 2022. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

**So Ordered this 13<sup>th</sup> day of September, 2022.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President of the Board

**STATE OF INDIANA            )**  
**) SS:**  
**COUNTY OF MONROE         )**

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, President, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

Signature of Notary Public

## Date Commission expires

Name of Notary Public

County of Residence

Commission Number:



## Board of Public Works Staff Report

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**Project/Event:** Resolution to Uphold Order to Remove  
**Petitioner/Representative:** HAND  
**Staff Representative:** Michael Arnold  
**Date:** September 13, 2022

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<b>Report:</b>	April 18, 2022	Order to Seal
	May 05, 2022	Complied
	June 02, 2022	Out of compliance with Order to Seal
	June 14, 2022	Complied
	August 02, 2022	Out of compliance due to a fire
	August 03, 2022	Sent Out of Compliance with Order to Seal Letter
	August 31, 2022	Sent Order to Remove to Recorded Owner and Presumed Owner

This property has an active Order to Seal from April 18, 2022. The property was severely damaged by fire in late July – early August. A request to re-seal was issued and has not been complied as of August 31, 2022. Due to the fire damage an Order to Remove has been issued. HAND is requesting the Board uphold the Resolution.



**City of Bloomington  
Housing & Neighborhood Development**

August 31, 2022

Daniel Caridi  
32 Cutler Rd  
Greenwich Ct 06831

**UNSAFE BUILDING  
ORDER TO REMOVE**

RE: Structure(s) located at 752 S Walnut St, Bloomington IN, 47401  
Legal description of relevant property: 015-39050-00 Seminary Pt Lot 63

Information received by this office indicates you may be the owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) (due to a recent fire) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(5), you are hereby **ORDERED to REMOVE THE STRUCTURE(S)** at the above-referenced property within **60 days**, to wit: by 12 midnight local time on **October 31, 2022**. This Order to Remove expires on October 31, 2024

The following actions must be taken to comply with this Order:

1. Contact Monroe County Building Department regarding Demolition Permit requirements
2. Contact the City of Bloomington Historic Preservation Project Manager Regarding Demolition Delay requirements (812-349-3420)
3. Immediately seal the structure to prevent unauthorized access
4. Remove the fire damaged structure and any associated debris
5. Backfill the foundation/crawl space with approved materials
6. Contact the HAND department when work is completed

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on August 24, 2022. The inspection(s) revealed that the property is:

- ☒ In an impaired structural condition that makes it unsafe to a person or property;
- ☐ A fire hazard;
- ☐ A hazard to the public health;

- ☐ A public nuisance;
- ☐ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:  
; and/or
- ☐ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

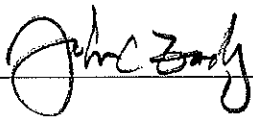
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on September 13, 2022**. The hearing will take place in the City's Common Council Chambers located at 401 North Morton Street, Bloomington, Indiana. The meeting may be online or may be a hybrid meeting. Contact Public works for more information at 812-349-3411. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

**Michael Arnold**  
**Neighborhood Compliance Officer**  
**Housing & Neighborhood Development Department (HAND)**  
**401 N. Morton Street/P.O. Box 100**  
**Bloomington, Indiana 47402**  
**(812) 349-3401**  
**[arnoldm@bloomington.in.gov](mailto:arnoldm@bloomington.in.gov)**

  
\_\_\_\_\_  
John Zody, Director  
City of Bloomington  
Housing & Neighborhood Development (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402

8/26/22  
Date

752 S Walnut St  
August 24, 2022





**City of Bloomington  
Housing & Neighborhood Development**

August 31, 2022

Alfred and Jain Jacobson  
PO Box 3105  
Bloomington IN 47402

**UNSAFE BUILDING  
ORDER TO REMOVE**

RE: Structure(s) located at 752 S Walnut St, Bloomington IN, 47401  
Legal description of relevant property: 015-39050-00 Seminary Pt Lot 63

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) (due to a recent fire) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(5), you are hereby **ORDERED** to **REMOVE THE STRUCTURE(S)** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **October 31, 2022**. This Order to Remove expires on October 31, 2024

The following actions must be taken to comply with this Order:

1. **Contact Monroe County Building Department regarding Demolition Permit requirements**
2. **Contact the City of Bloomington Historic Preservation Project Manager Regarding Demolition Delay requirements (812-349-3420)**
3. **Immediately seal the structure to prevent unauthorized access**
4. **Remove the fire damaged structure and any associated debris**
5. **Backfill the foundation/crawl space with approved materials**
6. **Contact the HAND department when work is completed**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on August 24, 2022. The inspection(s) revealed that the property is:

- ☒ In an impaired structural condition that makes it unsafe to a person or property;
- ☐ A fire hazard;
- ☐ A hazard to the public health;

- ☐ A public nuisance;
- ☐ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:  
; and/or
- ☐ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on September 13, 2022**. The hearing will take place in the City's Common Council Chambers located at 401 North Morton Street, Bloomington, Indiana. The meeting may be online or may be a hybrid meeting. Contact Public works for more information at 812-349-3411. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

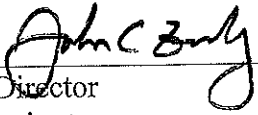
Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold  
Neighborhood Compliance Officer  
Housing & Neighborhood Development Department (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402  
(812) 349-3401  
[arnoldm@bloomington.in.gov](mailto:arnoldm@bloomington.in.gov)



  
\_\_\_\_\_  
John Zody, Director  
City of Bloomington  
Housing & Neighborhood Development (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402

8/24/22  
Date

752 S Walnut St  
August 24, 2022



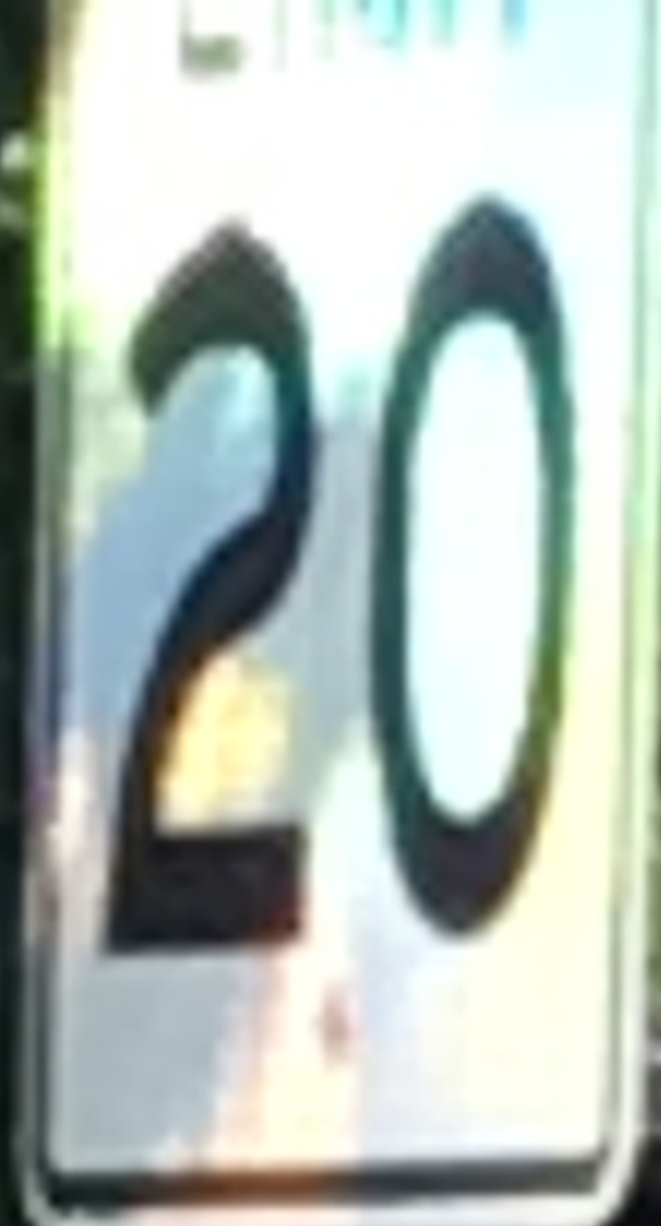














## Unsafe Order for 752 S. Walnut St., Bloomington, Indiana

**WHEREAS**, on August 31, 2022, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Remove** on real estate located at 752 S. Walnut St., Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS**, HAND issued these Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS**, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, September 13, 2022.

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

- ☐ Affirms the Order to Remove issued by HAND on August 31, 2022.
- ☐ Rescinds the Order to Remove issued by HAND on August 31, 2022.
- ☐ Modifies the Order to Remove issued by HAND on August 31, 2022. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

**So Ordered this 13<sup>th</sup> day of September, 2022.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President of the Board

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

Signature of Notary Public

Date Commission expires

Name of Notary Public

County of Residence

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



## Board of Public Works Staff Report

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**Project/Event:** Resolution 2022-74 Public Need to Purchase Right of Way for the 1<sup>st</sup> Street Reconstruction Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Patrick Dierkes, Project Engineer

**Date:** 09/13/2022

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**Report:** This project will reconstruct W. 1st Street between Fairview Street and College Avenue. The project includes full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed for up to 80% federal funding for construction (up to \$2,919,646 in federal funds). Construction is anticipated to begin in 2023.

The project will require purchase of additional right of way from up to 4 parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

---

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract	Approved	10/30/2020
ROW Services Contract	Approved	07/19/2022
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>09/13/2022</b>
Construction Inspection Contract	Approved	08/30/2022
Construction Contract*	N/A	2022

\*Construction contracts for federally funded projects are approved and managed by INDOT.



RESOLUTION 2022-74  
BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to do construction improvements on W. 1<sup>st</sup> Street between Fairview Street and College Avenue. The improvements include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1<sup>st</sup> Street intersection; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within thirty (30) days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1 *et seq.*, the City is hereby authorized to commence eminent domain proceedings.

Approved this \_\_\_\_\_ day of September, 2022.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Kyla Cox Deckard

\_\_\_\_\_  
Jennifer Lloyd

\_\_\_\_\_  
Elizabeth Karon

## ATTACHMENT A

<b><u>Parcel</u></b>	<b><u>Owner</u></b>	<b><u>Address</u></b>
3	409 West 1 <sup>st</sup> Street, LLC	421 W. 1 <sup>st</sup> St., Bloomington, IN 47403
9	Saint Real Estate, LLC	302 W. 1 <sup>st</sup> St., Bloomington, IN 47403
10	Seminary Square, LLC	528 S. College Ave., Bloomington, IN 47403
11	SF Canadian, LLC	327 W. 1 <sup>st</sup> St., Bloomington, IN 47403



## Board of Public Works Staff Report

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**Project/Event:** Change Orders #1, #2, and #3 for the Tapp & Deborah Signal Installation Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** September 13, 2022

---

This project was awarded to E & B Paving, Inc. The project included the installation of a new traffic signal at the intersection of Tapp Road and Deborah Drive.

Change Order #1 will add APS Push Button Extensions to the project for a total contract adjustment of \$1,529.28. Change Order #2 is a deduction of (\$28,527.00) from the contract. The contractor reduced the pricing for the Controller and Cabinet, the Video Vehicle Detector System, and a Luminaire Mast Arm to create this deduction. Change Order #3 will balance all of the pay items on the contract for a deduction of (\$51,321.55).

The original contract amount for the project was \$498,361.75. The new contract sum would be \$420,042.48.

This project is INDOT funded.

# City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$498,361.75

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 1

Yes No

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

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

☒ ☐

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

E&B Paving was the lowest responsive and responsible bidder.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

**E&B PAVING, LLC****PROPOSAL**

Date	June 27, 2022	Project	Tapp & Deborah Traffic Signal
Owner	City of Bloomington	Location	Tapp & Deborah
Address		City	Bloomington
City/State/Zip		Bid Date	11/8/2021
Attn	Matt Smethurst	Engineer	DLZ
Phone		Plan Date	5/14/2021
Fax		Revisions	
Email		Addendum	

E &amp; B Paving would like to submit price quotations for the following items:

Biditem	Description	Biditem Quantity	Unit	Unit Price	Biditem Total
	Additional Work Request				
1	Push Button Extension 7"-13"				
	The Hoosier Company - See Attached	2.000	EA	\$466.82	\$933.64
	E&B Paving Markup 5%	2.000	EA	\$23.34	\$46.68
	Total Unit	2.000	EA	\$490.16	\$980.32
2	Push Button Extension 13"-24"				
	The Hoosier Company - See Attached	1.000	EA	\$522.82	\$522.82
	E&B Paving Markup 5%	1.000	EA	\$26.14	\$26.14
	Total Unit	1.000	EA	\$548.96	\$548.96
				<b>Bid Total:</b>	<b>\$1,529.28</b>

**Please note the following:**

The prices quoted within this proposal are good for a period of **15 days** from the date this proposal is submitted. If not accepted within this time period, E&B reserves the right to revise the quote to reflect any changes in the prices submitted within this proposal.

Prices provided within this proposal are based on current market prices for material/fuel costs. If market prices for materials/fuel increase and are documented by E&B to Customer, prices shall be based on and charged to the Customer based on the market prices for materials/fuel at the time of delivery and installation.

A 1-1/2% monthly finance charge may be applied to all past due accounts. This computes to an annual rate of 18%. If any amount due for services or materials provided by E & B Paving, LLC. is not fully paid within 30 days from the date such services or materials were provided, it is agreed and understood that all costs, including but not limited to attorney fees, incurred by E & B Paving, LLC. related to the collection of such amounts will be recoverable by E & B Paving, LLC.

**Thank you for the opportunity to submit price quotation(s) for your project. Please contact our office if you have any questions or if we can be of any further assistance.**

**Submitted By:****Keith Spenner**

Sales / Project Manager

E &amp; B Paving, LLC - Bloomington

2520 W. Industrial Park Dr. • Bloomington, IN 47404

Phone: 812.334.7940 • Fax: 812.334.7941

kelth.spenner@ebpaving.com

Cell: 317-501-0024

**Accepted By:**Matt SmethurstPrinted Name: MATT SMETHURSTTitle: PROJECT MANAGERDate: 6/28/22



# City of Bloomington, Indiana

## Change Order Details

### Tapp & Deborah Signal Installation

<b>Description</b>	New traffic signal installation at the intersection of Tapp Road and Deborah Drive.
<b>Prime Contractor</b>	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
<b>Change Order</b>	1
<b>Status</b>	Approved
<b>Date Created</b>	08/04/2022
<b>Type</b>	Other
<b>Summary</b>	APS Push Button Extensions
<b>Awarded Project Amount</b>	\$498,361.75
<b>Authorized Project Amount</b>	\$498,361.75
<b>Change Order Amount</b>	\$1,529.28
<b>Revised Project Amount</b>	\$499,891.03

### New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0600	805-11817	EACH	2.000	\$490.160	\$980.32
PEDESTRIAN PUSH BUTTON, APS					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0610	805-11817	EACH	1.000	\$548.960	\$548.96
PEDESTRIAN PUSH BUTTON, APS					
2 items					Total: \$1,529.28

Not valid until signed by the Engineer, Contractor, and Owner

<hr/>	 <hr/>	<hr/>
Engineer	Keith A. Spenner Contractor	Board of Public Works
<hr/>	<hr/>	<hr/>
Title	Project Manager	Title
<hr/>	<hr/>	<hr/>
Date	9/8/2022	Date



# City of Bloomington, Indiana

## Change Order Details

### Tapp & Deborah Signal Installation

---

<b>Description</b>	New traffic signal installation at the intersection of Tapp Road and Deborah Drive.
<b>Prime Contractor</b>	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
<b>Change Order</b>	2
<b>Status</b>	Approved
<b>Date Created</b>	08/25/2022
<b>Type</b>	Other
<b>Awarded Project Amount</b>	\$498,361.75
<b>Authorized Project Amount</b>	\$499,891.03
<b>Change Order Amount</b>	-\$28,527.00
<b>Revised Project Amount</b>	\$471,364.03



**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0570	805-78109	EACH	\$42,000.000	1.000	\$42,000.00	-0.162	-\$6,804.00	0.838	\$35,196.00
CONTROLLER AND CABINET, SECONDARY MENU DRIVEN, 8 PHASE									
0580	805-04782	EACH	\$14,000.000	4.000	\$56,000.00	-1.518	-\$21,252.00	2.482	\$34,748.00
VIDEO VEHICLE DETECTOR SYSTEM									
0590	807-02785	EACH	\$3,000.000	4.000	\$12,000.00	-0.157	-\$471.00	3.843	\$11,529.00
LUMINAIRE, MAST ARM, 25 FT									
3 items	Totals				\$110,000.00		-\$28,527.00		\$81,473.00

Not valid until signed by the Engineer, Contractor, and Owner

_____	 _____	_____
Engineer	Keith A. Spenner Contractor	Board of Public Works
_____	Project Manager	_____
Title	Title	Title
_____	9/8/2022	_____
Date	Date	Date



# City of Bloomington, Indiana

## Change Order Details

### Tapp & Deborah Signal Installation

---

<b>Description</b>	New traffic signal installation at the intersection of Tapp Road and Deborah Drive.
<b>Prime Contractor</b>	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
<b>Change Order</b>	3
<b>Status</b>	Approved
<b>Date Created</b>	08/30/2022
<b>Type</b>	Other
<b>Awarded Project Amount</b>	\$498,361.75
<b>Authorized Project Amount</b>	\$471,364.03
<b>Change Order Amount</b>	-\$51,321.55
<b>Revised Project Amount</b>	\$420,042.48

## Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	202-02279	LFT	\$30.000	111.000	\$3,330.00	6.000	\$180.00	117.000	\$3,510.00
CURB AND GUTTER, REMOVE									
Reason: Balancing Change Order									
0050	202-52710	SYS	\$45.000	35.000	\$1,575.00	9.500	\$427.50	44.500	\$2,002.50
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0060	202-74035	EACH	\$200.000	6.000	\$1,200.00	-1.000	-\$200.00	5.000	\$1,000.00
SIGN, REMOVE									
Reason: Balancing Change Order									
0110	206-51215	CYS	\$2,000.000	7.000	\$14,000.00	-4.640	-\$9,280.00	2.360	\$4,720.00
EXCAVATION, X									
Reason: Balancing Change Order									
0120	207-08264	SYS	\$33.000	245.000	\$8,085.00	-245.000	-\$8,085.00	0.000	\$0.00
SUBGRADE TREATMENT, TYPE II									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0130	214-11796	SYS	\$5.500	245.000	\$1,347.50	-245.000	-\$1,347.50	0.000	\$0.00
GEOGRID, TYPE IB									
Reason: Balancing Change Order									
0150	604-06070	SYS	\$135.000	10.000	\$1,350.00	8.330	\$1,124.55	18.330	\$2,474.55
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
0160	604-08086	SYS	\$300.000	34.000	\$10,200.00	8.110	\$2,433.00	42.110	\$12,633.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
0170	604-12083	SYS	\$300.000	9.000	\$2,700.00	0.600	\$180.00	9.600	\$2,880.00
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0180	605-06120	LFT	\$110.000	77.000	\$8,470.00	-33.000	-\$3,630.00	44.000	\$4,840.00
CURB, CONCRETE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0190	605-06140	LFT	\$152.000	70.000	\$10,640.00	6.000	\$912.00	76.000	\$11,552.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0210	610-07488	TON	\$300.000	142.000	\$42,600.00	-81.900	-\$24,570.00	60.100	\$18,030.00
HMA FOR APPROACHES, TYPE C									
Reason: Balancing Change Order									
0260	801-06645	EACH	\$120.000	7.000	\$840.00	-7.000	-\$840.00	0.000	\$0.00
CONSTRUCTION SIGN, B									
Reason: Balancing Change Order									
0280	801-07119	LFT	\$20.000	40.000	\$800.00	-40.000	-\$800.00	0.000	\$0.00
BARRICADE, III-B									
Reason: Balancing Change Order									
0300	802-09842	SFT	\$41.000	33.000	\$1,353.00	9.000	\$369.00	42.000	\$1,722.00
SIGN, SHEET, WITH LEGEND, 0.125 IN.									
Reason: Balancing Change Order									
0330	805-01844	LFT	\$49.250	98.000	\$4,826.50	-62.000	-\$3,053.50	36.000	\$1,773.00
CONDUIT, STEEL, GALVANIZED, 2 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0350	805-02658	LFT	\$8.250	714.000	\$5,890.50	107.000	\$882.75	821.000	\$6,773.25
CABLE COAXIAL									
Reason: Balancing Change Order									
0430	805-78480	LFT	\$2.050	2,010.000	\$4,120.50	-646.000	-\$1,324.30	1,364.000	\$2,796.20
SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA									
Reason: Balancing Change Order									
0440	805-78485	LFT	\$2.250	1,708.000	\$3,843.00	117.000	\$263.25	1,825.000	\$4,106.25
SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA									
Reason: Balancing Change Order									
0450	805-78490	LFT	\$2.650	146.000	\$386.90	93.000	\$246.45	239.000	\$633.35
SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA									
Reason: Balancing Change Order									
0460	805-78495	LFT	\$3.600	490.000	\$1,764.00	96.000	\$345.60	586.000	\$2,109.60
SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0490	808-03439	LFT	\$8.500	461.000	\$3,918.50	-69.000	-\$586.50	392.000	\$3,332.00
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0500	808-06368	LFT	\$9.000	70.000	\$630.00	-70.000	-\$630.00	0.000	\$0.00
TRANSVERSE MARKING, REMOVE									
Reason: Balancing Change Order									
0510	808-06703	LFT	\$1.100	273.000	\$300.30	-13.000	-\$14.30	260.000	\$286.00
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									
Reason: Balancing Change Order									
0520	808-06716	LFT	\$1.500	764.000	\$1,146.00	-184.000	-\$276.00	580.000	\$870.00
LINE, REMOVE									
Reason: Balancing Change Order									
0530	808-12032	LFT	\$5.100	872.000	\$4,447.20	-872.000	-\$4,447.20	0.000	\$0.00
GROOVING FOR PAVEMENT MARKINGS									
Reason: Balancing Change Order									
0540	808-75245	LFT	\$1.150	599.000	\$688.85	-29.000	-\$33.35	570.000	\$655.50
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									



Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0550	808-75297	LFT	\$8.500	107.000	\$909.50	12.000	\$102.00	119.000	\$1,011.50
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0560	808-75320	EACH	\$165.000	2.000	\$330.00	2.000	\$330.00	4.000	\$660.00
PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARRO W									
Reason: Balancing Change Order									
29 items			Totals		\$141,692.25		-\$51,321.55		\$90,370.70

Not valid until signed by the Engineer, Contractor, and Owner

_____	 _____	_____
Engineer	Keith A. Spenner Contractor	Board of Public Works
_____	Project Manager	_____
Title	Title	Title
_____	9/8/2022	_____
Date	Date	Date



## Board of Public Works Staff Report

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**Project/Event:** Change Orders #1 & #2 for the Walnut Street Traffic Signals Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** September 13, 2022

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This project was awarded to Ragle, Inc. The project included the installation of new traffic signals at the intersection of 11th Street and Walnut Street and the intersection of 14th Street and Walnut Street.

Change Order #1 will add topsoil and 9 inch PCCP to the contract for an additional \$22,159.13. Change Order #2 will balance all of the pay items on the contract for an addition of \$48,652.21 to the contract.

The original contract amount for the project was \$761,956.75. The new contract sum would be \$832,768.09.

This project is TIF funded. The change orders are contingent upon approval from the Redevelopment Commission.

# City of Bloomington Contract and Purchase Justification Form

Vendor: Ragle Inc.

Contract Amount: \$761,956.75 -- original

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

## PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☒

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

# of Submittals: 2

Yes No

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

☒
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

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

Ragle Inc. was the lowest responsive and responsible bidder.

CO #1 add'l \$22,159.13

CO #2 add'l \$48,652.21

Total adjusted cost: \$832,768.09

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

# CHANGE ORDER REQUEST FORM

CONTRACT NO.

Walnut Street Traffic Signals

DATE OF SUBMISSION

July 19, 2022

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	See Traffic Signal Installation at 1 <sup>st</sup> and Walnut and 11 <sup>th</sup> and Walnut intersections
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Fill dirt and topsoil are required in back plot areas to receive graded seeding P
PROPOSED SOLUTION SUMMARY	Provide and install 6" base layer of clean fill dirt and 12" of prepared topsoil

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	June 6, 2022	CHANGE ORDER TYPE	104.03 Extra Work
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## PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$ 8,412.00

The cost adjustment shall include lump sum and estimated totaled unit priced item costs. Attach a separate sheet of unit price items including item description, unit of measure, estimated quantity and unit price.

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days) 2

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☒ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information can be entered by the contractor

CHANGE ORDER ORIGINATION:	<input checked="" type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.

Walnut Street  
Traffic Signals

## UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	June 1, 2022	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
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## DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

Foreman noticed bump out areas to receive mulched seeding did not have a detail or pay item for borrow or topsoil.

## PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Ragle proposes to furnish and install 6" base layer of clean fill, and 12" planting layer of topsoil in areas to receive mulched seeding.

## SIGNATURES

Contractor:

Name: (print) Michael Runion(signature) Michael Runion Date: 7/19/2022

Project Engineer/Supervisor: (signature is to acknowledge receipt of the document and does not signify agreement of the change order)

Name: (print) \_\_\_\_\_

(signature) \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACT NO.

Walnut Street  
Traffic Signals

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail

# RAGLE, INC.

## Extra Work Pricing Summary

Project No: 2021-062 - Main Street Traffic Signals

Date Requested: 6/1/2022

Date Submitted: 6/20/2022

Description of Work: Corro and Topsoil for 600 p Ots to receive Seed and Stra

Notes: Furnish and install 6" base layer of fill dirt and 12" planting layer of topsoil for new 600 p o t areas to receive 1" thick seeding P

Reason Extra Work: Item omitted from contract required for 1" thick seeding

Has Work Already Been Completed?

Yes

When:

6/1/2022 and 6/16/2022

RA Project No: 2021-062

Cost Activity Code:

Item:	CO2			Quantity:	2		Units:	C	
Labor:	Cost =		20	Markup %	20		Total		2000
Equipment:	Cost =		20	Markup %	12		Total		2822
Materials:	Cost =		1000	Markup %	12		Total		1120
Subcontract:	Cost =			Markup %	10		Total		
Trucking:	Cost =			Markup %	12		Total		
TOTALS	\$ 7,245			\$ 1,167		\$ 8,412			

Total	\$	8,412
Unit Price		200

Extra Days Requested 2



Ragle Midwest  
2021-062  
Mike

Walnut Street Traffic Signals

07/19/2022

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
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BID ITEM = 2002

Description = F/I BORROW AND TOPSOIL FOR BUMP OUTS Unit = CY Takeoff Quan: 29.000

2002.01	F/I BORROW AND TOPSOIL FOR BUMP OUTS	Quan:	29.00 CY	Hrs/Shift:	10.00	Cal: 50	WC: IN5507
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59SYS

6" Borrow/Fill Dirt

12" Topsoil

621-01	Install Topsoil Multiple Small Areas	20.00	CH	Prod:	1.4500 UH	Lab Pcs:	3.00	Eqp Pcs:	3.00
2DB05	Borrow/Fill	1.00	10.00 CY						
2DB15	Pulverized, Topsoil	1.00	20.00 CY						
8EX078	88 Komatsu Excavator	1.00	20.00 HR						
8SKDSTR	Skid Steer (Inc. Track	1.00	20.00 HR						
8TR DS	Single Axle Dump Truck	1.00	20.00 HR						
L	Laborer (2021-Local 561)	1.00	20.00 MH						
LF	Labor Foreman (2021-Local	1.00	20.00 MH						
OA1	Operator Class A1 (2021-18	1.00	20.00 MH						
	2.0689 MH/CY		60.00 MH						

=====> Item Totals: 2002 - F/I BORROW AND TOPSOIL FOR BUMP OUTS

\$0.00 2.0689 MH/CY 60.00 MH [ ]

0.000 29 CY



# City of Bloomington, Indiana

## Change Order Details

### Walnut Street Traffic Signals

<b>Description</b>	Construction of new traffic signals at 11th Street and Walnut Street and at 14th Street and Walnut Street.
<b>Prime Contractor</b>	Ragle INC P.O. Box 444 Newburg, IN 47629
<b>Change Order</b>	1
<b>Status</b>	Approved
<b>Date Created</b>	08/24/2022
<b>Type</b>	Scope Changes
<b>Awarded Project Amount</b>	\$761,956.75
<b>Authorized Project Amount</b>	\$761,956.75
<b>Change Order Amount</b>	\$22,159.13
<b>Revised Project Amount</b>	\$784,115.88

### New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0570	621-06570	CYS	29.000	\$290.069	\$8,412.00
TOPSOIL					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0580	502-06457	SYS	270.730	\$50.778	\$13,747.13
PCCP, 9 IN.					
2 items					Total: \$22,159.13

Not valid until signed by the Engineer, Contractor, and Owner

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

# CHANGE ORDER REQUEST FORM

CONTRACT NO.

Walnut St  
Signals

DATE OF SUBMISSION

June 2, 2022

PROJECT DESCRIPTION (route / intersection / bridge no(s).)	Traffic Signal Installations at 11 <sup>th</sup> and Walnut Street and 14 <sup>th</sup> and Walnut Street.
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Provide pricing for deep patching pavement failures at 11 <sup>th</sup> and Walnut.
PROPOSED SOLUTION SUMMARY	Provide all labor, material, equipment and trucking to excavate 24" of existing roadway, subgrade treat with INDOT Type IC under 9" of PCCP. Asphalt surface to be installed with plan contract surface and paid under contract item.

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	May 31, 2022	CHANGE ORDER TYPE	104.03 Extra Work
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## PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$ 13,747.00

The cost adjustment shall include lump sum and estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

1

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☒ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGINATION:	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)



## CHANGE ORDER REQUEST FORM

CONTRACT NO.

Walnut St Signals

## UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
--	---------------	--	---------------

## DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

City of Bloomington has requested pricing to fix pavement failures at the intersection of 11<sup>th</sup> and Walnut Street. City provide a detail for utility patching. Ragel provided an INDOT spec for deep patching type IV. Matt Smethurst (COB) DIRECTED Ragel to price with IC underneath 9" PCCP and 1.5" HMA surface. Quantities provided by Matt Smethurst (COB).

## PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Excavate 24" of asphalt, stone, and dirt to repair failing subgrade and patch utilizing INDOT Type IV, (12" of 53's of Type IB Geotextile), and 9" of Class C PCCP per City of Bloomington roadway cut patch detail. Asphalt surface patch to be paid under the existing item.

## SIGNATURES

Contractor:

Name: (print) \_\_\_\_\_

(signature) \_\_\_\_\_ Date: \_\_\_\_\_

Project Engineer/Supervisor: (signature is to acknowledge receipt of the document and does not signify agreement of the change order)

Name: (print) MATT SMETHURST(signature) Matt Smethurst Date: 6/8/22

NOTE: The Contractor and PE/S should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

**CONTRACT NO.**

**Walnut St Signals**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.

# RAGLE, INC.

## Extra Work Pricing Summary

Project No: 2021-062 Walnut St. Traffic Signals

Date Requested: 5/31/2022

Date Submitted: 6/2/2022

Description of Work: Change order request for deep patching at 11th and Walnut intersection.

Notes: Excavate 24" of asphalt, stone, and dirt to repair failing subgrade and patch utilizing INDOT Type IV, (12" of 53's of Type IB Geotextile), and 9" of Class C PCCP per City of Bloomington roadway cut patch detail. Asphalt surface patch to be paid under the existing item.

Reason Extra Work: City Requested pricing for deep patching in failed pavement areas.

Has Work Already Been Completed?

No

When:

TBD

RA Project No: 2021-062

Cost Activity Code:

-----									
Item:	CO1			Quantity:	457	Units:	SQFT		
Labor:	Cost =	\$	3,749	Markup %	20%	\$	750	Total	\$ 4,499
Equipment:	Cost =	\$	1,041	Markup %	12%	\$	125	Total	\$ 1,166
Materials:	Cost =	\$	5,896	Markup %	12%	\$	708	Total	\$ 6,604
Subcontract:	Cost =	\$	-	Markup %	10%	\$	-	Total	\$ -
Trucking:	Cost =	\$	1,320	Markup %	12%	\$	158	Total	\$ 1,478
TOTALS	\$	12,006			\$	1,741	\$	13,747	

Total	\$13,747
Unit Price	\$30

Extra Days Requested 1



Activity	Desc	Quantity	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub-Ment	Contract	Total
Resource	Pes									

BID ITEM = 2000

Description = DEEP PATCHING

Unit = SQFT

Engr Quan: 457.000

**2000.01 SAWCUT FOR DEEP PATCHING** **Quan: 100.00 LFT Hrs/Shift: 10.00 Cal: 58 WC: IN5507**

100-03 2 Man Labor Crew 2.00 CH Prod: 500.0000 US Lab Pcs: 1.00 Eqp Pcs: 1.00  
2CJ906 Saw Blade Usage 1.00 100.00 LF  
8BH SAW Walk Behind Saw 1.00 2.00 HR  
LF Labor Foreman (2021-Local 1.00 2.00 MH  
0.0200 MH/LFT 2.00 MH

**2000.02 EXCAVATE ASPHALT PAVEMENT 4" DEPTH** **Quan: 5.65 CYS Hrs/Shift: 10.00 Cal: 58 WC: IN5507**

52.78sys  
203-01 Dirt Crew <50CYS/HR 1.00 CH Prod: 5.6500 UH Lab Pcs: 4.00 Eqp Pcs: 2.00  
2DB41 Dump Fees (CYS) 1.00 5.65 CYS  
5TR DTRI Tri-Axle Dump Truck (Hou 2.00 1.00 HR  
8EX160 160 JD Excavator 1.00 1.00 HR  
8SKDSTR Skid Steer (Inc. Track 1.00 1.00 HR  
L Laborer (2021-Local 561) 1.00 1.00 MH  
LF Labor Foreman (2021-Local 1.00 1.00 MH  
OA1 Operator Class A1 (2021-18 2.00 2.00 MH  
0.7079 MH/CYS 4.00 MH

**2000.03 EXCAVATE FOR SUBGRADE TREATMENT IV AN** **Quan: 28.21 CYS Hrs/Shift: 10.00 Cal: 58 WC: IN5507**

52.78sys  
203-01 Dirt Crew <50CYS/HR 5.00 CH Prod: 5.6420 UH Lab Pcs: 4.00 Eqp Pcs: 2.00  
2DB41 Dump Fees (CYS) 1.00 28.21 CYS  
5TR DTRI Tri-Axle Dump Truck (Hou 2.00 10.00 HR  
8EX160 160 JD Excavator 1.00 5.00 HR  
8SKDSTR Skid Steer (Inc. Track 1.00 5.00 HR  
L Laborer (2021-Local 561) 1.00 5.00 MH  
LF Labor Foreman (2021-Local 1.00 5.00 MH  
OA1 Operator Class A1 (2021-18 2.00 10.00 MH  
0.7089 MH/CYS 20.00 MH

**2000.04 TYPE IV SUBGRADE TREATMENT** **Quan: 34.00 TON Hrs/Shift: 10.00 Cal: 58 WC: IN5507**

2 factor  
52.78sys 12" 53'S ON TYPE IB GEOGRID  
203-20 Dirt Fine Grade (Small Area) 4.00 CH Prod: 8.5000 UH Lab Pcs: 4.00 Eqp Pcs: 3.00  
2BA053 #53 Stone 1.10 37.40 TON  
2DGEOG22 Geo-Grid Type IB 1.10 58.30 SYS  
8EX078 88 Komatsu Excavator 1.00 4.00 HR  
8ROL66 66" Roller w/ Shell 1.00 4.00 HR  
8SKDSTR Skid Steer (Inc. Track 1.00 4.00 HR  
L Laborer (2021-Local 561) 1.00 4.00 MH  
LF Labor Foreman (2021-Local 1.00 4.00 MH  
OA1 Operator Class A1 (2021-18 2.00 8.00 MH  
0.4705 MH/TONS 16.00 MH

**2000.05 9" PCCP CONCRETE PATCH** **Quan: 12.70 CY Hrs/Shift: 10.00 Cal: 58 WC: IN5507**

100-00 1 Laborer FM 1 Laborer 2.00 CH Prod: 6.3500 UH Lab Pcs: 4.00 Eqp Pcs: 0.00  
2C1040 4000 PSI Concrete "C" S/C 1.10 13.97 CYS



### Direct Cost Report

[illegible]



# City of Bloomington, Indiana

## Change Order Details

### Walnut Street Traffic Signals

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<b>Description</b>	Construction of new traffic signals at 11th Street and Walnut Street and at 14th Street and Walnut Street.
<b>Prime Contractor</b>	Ragle INC P.O. Box 444 Newburg, IN 47629
<b>Change Order</b>	2
<b>Status</b>	Approved
<b>Date Created</b>	08/29/2022
<b>Type</b>	Other
<b>Awarded Project Amount</b>	\$761,956.75
<b>Authorized Project Amount</b>	\$784,115.88
<b>Change Order Amount</b>	\$48,652.21
<b>Revised Project Amount</b>	\$832,768.09

## Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0030	202-02278	LFT	\$14.000	339.000	\$4,746.00	-56.800	-\$795.20	282.200	\$3,950.80
CURB, CONCRETE, REMOVE									
Reason: Balancing Change Order									
0040	202-52710	SYS	\$85.000	103.000	\$8,755.00	19.800	\$1,683.00	122.800	\$10,438.00
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0080	206-51215	CYS	\$1,500.000	5.000	\$7,500.00	19.760	\$29,640.00	24.760	\$37,140.00
EXCAVATION, X									
Reason: Balancing Change Order									
0110	401-07321	TON	\$250.000	80.000	\$20,000.00	27.480	\$6,870.00	107.480	\$26,870.00
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									
Reason: Balancing Change Order									
0120	604-06070	SYS	\$170.000	13.000	\$2,210.00	109.800	\$18,666.00	122.800	\$20,876.00
SIDEWALK, CONCRETE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0130	604-08086	SYS	\$170.000	113.000	\$19,210.00	-48.000	-\$8,160.00	65.000	\$11,050.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
0140	604-12083	SYS	\$550.000	14.000	\$7,700.00	0.980	\$539.00	14.980	\$8,239.00
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0150	605-06120	LFT	\$42.000	241.000	\$10,122.00	41.200	\$1,730.40	282.200	\$11,852.40
CURB, CONCRETE									
Reason: Balancing Change Order									
0210	801-06207	LFT	\$3.000	330.000	\$990.00	-330.000	-\$990.00	0.000	\$0.00
TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.									
Reason: Balancing Change Order									
0230	801-06645	EACH	\$175.000	8.000	\$1,400.00	10.000	\$1,750.00	18.000	\$3,150.00
CONSTRUCTION SIGN, B									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0310	805-06595	LFT	\$30.000	788.000	\$23,640.00	177.000	\$5,310.00	965.000	\$28,950.00
CONDUIT, PVC, 2 IN.									
Reason: Balancing Change Order									
0400	805-78480	LFT	\$1.250	1,778.000	\$2,222.50	261.000	\$326.25	2,039.000	\$2,548.75
SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA									
Reason: Balancing Change Order									
0410	805-78485	LFT	\$1.500	1,584.000	\$2,376.00	251.000	\$376.50	1,835.000	\$2,752.50
SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA									
Reason: Balancing Change Order									
0420	805-78495	LFT	\$2.000	1,785.000	\$3,570.00	-404.500	-\$809.00	1,380.500	\$2,761.00
SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA									
Reason: Balancing Change Order									
0430	805-78510	LFT	\$0.750	691.000	\$518.25	244.500	\$183.38	935.500	\$701.63
SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA									
Reason: Balancing Change Order									
0500	808-06701	LFT	\$4.500	62.000	\$279.00	-32.000	-\$144.00	30.000	\$135.00
LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0510	808-06703	LFT	\$3.000	94.000	\$282.00	21.000	\$63.00	115.000	\$345.00
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									
Reason: Balancing Change Order									
0520	808-75245	LFT	\$2.000	32.000	\$64.00	26.000	\$52.00	58.000	\$116.00
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									
Reason: Balancing Change Order									
0530	808-75297	LFT	\$12.000	123.000	\$1,476.00	-11.000	-\$132.00	112.000	\$1,344.00
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0550	702-90915	CYS	\$750.000	18.000	\$13,500.00	-11.000	-\$8,250.00	7.000	\$5,250.00
CONCRETE, CLASS, A:									
Reason: Balancing Change Order									
0580	502-06457	SYS	\$50.778	270.730	\$13,747.13	14.630	\$742.88	285.360	\$14,490.01
PCCP, 9 IN.									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
21 items			Totals		\$144,307.88		\$48,652.21		\$192,960.09

Not valid until signed by the Engineer, Contractor, and Owner

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



## Board of Public Works Staff Report

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**Project/Event:** Approve Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Liberty Drive Sidewalk Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 9/13/2022

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**Report:** This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on the east side of Liberty Drive from 3rd Street to approximately 360 feet south of 3rd Street. BRCJ was selected to design this project from the City's pre-approved engineering consultant list due to their familiarity with the area and expertise with this type of project. This contract is set at a not-to-exceed amount of \$20,520. Construction is not currently funded.

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Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
<b>Design Services Contract</b>	<b>Current Item</b>	<b>9/13/2022</b>
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD



## City of Bloomington Contract and Purchase Justification Form

Vendor: Bledsoe Riggert Cooper James

Contract Amount: \$20,520.00

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	Yes	No
# of Submittals: 24			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list was originally from April 15, 2019 through March 31, 2022 and then extended to end March 31, 2024.	
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Were vendor presentations requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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

Bledsoe Riggert Copper James was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project.

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 Neil Kopper

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 Senior Project Engineer

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 Engineering

Print/Type Name

Print/Type Title

Department

**PROJECT NAME: Liberty Drive Sidewalk Improvements**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Bledsoe Riggert Cooper James (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to construct sidewalks, curb ramps, crosswalks, and related improvements along the east side of Liberty Drive between 3<sup>rd</sup> Street and 360' south; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

**Article 1. Scope of Services:** Consultant shall provide land surveying and engineering design services for the improvements above. These design services shall include the preparation of plans, and estimates for work on sidewalks, curb ramps, cross walks, and other incidental construction that is found necessary to complete the installation of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

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

**Article 2. Standard of Care:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

**Article 3. Responsibilities of the Board:** The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

**A. Information/Reports**

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

**C. Decisions**

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by

reference as though fully set forth. For this project identified as Liberty Drive Sidewalk Improvements, the total compensation paid, including fees and expenses, shall not exceed the amount of **Twenty Thousand, Five Hundred Twenty Dollars (\$20,520.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

**1. Timing and Format for Billing:**

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

**2. Billing Records:**

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by

reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

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

**Article 9. Cost Estimates:** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does

not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant 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 Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant'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 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When



appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington  
Engineering Department  
Attn: Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

Consultant:

Bledsoe Riggert Cooper James  
Attn: William S. Riggert  
1351 S. Tapp Road  
Bloomington, IN 47403-3238

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 26. Verification of New Employee' Employment Status:** Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

**Article 27. No Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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



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

Owner

City of Bloomington  
Board of Public Works

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Jennifer Lloyd, Vice President

By: \_\_\_\_\_  
Elizabeth Karon, Secretary

By: \_\_\_\_\_  
Beth Cate, Corporation Counsel

Consultant

Bledsoe Riggert Cooper James

\_\_\_\_\_  
William S. Riggert, PE  
President

**EXHIBIT A**  
**SCOPE OF WORK AND FEE ESTIMATE**

*Provided as separate spreadsheet.*

**EXHIBIT B  
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

**LIBERTY DRIVE**

Land Surveying .....	\$2,800.00
Assessment and Preliminary Design .....	\$1,240.00
Design.....	\$13,680.00
Bidding and Construction Phase Support .....	\$1,120.00
Project Management .....	\$1,680.00

**TOTAL ESTIMATED COST OF LIBERTY DRIVE \$20,520.00**

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager:	\$140 / hour
Project Engineer – PE:	\$140 / hour
Land Surveyor – PLS:	\$140 / hour
Graduate Civil Engineer:	\$100 / hour
Surveyor Crew – PLS:	\$140 / hour
CADD Technician:	\$90 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%



**EXHIBIT C**  
**PROJECT SCHEDULE**

	<b>LIBERTY DRIVE</b>	
<b>MILESTONES</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Notice to Proceed	Sept 14, 2022	
Perform Topographic Survey	Oct 24, 2022	
Submit Preliminary Plans	Nov 18, 2022	
Submit Draft Final Plans	Dec 16, 2022	
Complete Final Plans	Jan 6, 2023	
Bid Advertisement	Jan 23, 2023	
Bid Opening	Feb 14, 2023	
Construction	Mar-Apr 2023	

**EXHIBIT D**  
**KEY PERSONNEL**

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

**Position / Responsibility**

**Name**

Senior Project Manager

William S. Riggert, PE

Project Engineer

Andrew E. Knust, PE

Land Surveyor

Christopher L. Porter, PLS

**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

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

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

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

\_\_\_\_\_  
William S. Riggert, PE  
President

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

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

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

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

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

County of Residence: \_\_\_\_\_ Commission Number: \_\_\_\_\_



**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

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

Bledsoe Riggert Cooper James  
(Name of Organization)

By: \_\_\_\_\_  
William S. Riggert, PE  
President

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

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

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

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

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_ Commission Number: \_\_\_\_\_

**Bledsoe Riggert Cooper James**  
LAND SURVEYING • CIVIL ENGINEERING • GIS

September 6, 2022

Neil Kopper, PE  
Project Engineer  
City of Bloomington Engineering Department  
City Hall  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

via email [koppern@bloomington.in.gov](mailto:koppern@bloomington.in.gov)

RE: Liberty Drive Sidewalk Improvements  
Proposal for Land Surveying and Civil Engineering Services

Dear Mr. Kopper:

Bledsoe Riggert Cooper James (BRCJ) is pleased to submit this proposal for land surveying and civil engineering services associated with the Liberty Drive sidewalk improvement project.

**SCOPE OF WORK**

The Liberty Drive project consists of developing construction documents to allow for the construction of a sidewalk along the east side of Liberty Drive from 3<sup>rd</sup> Street to approximately 360 feet south of 3<sup>rd</sup>.

**PROPOSED SERVICES**

**A. LAND SURVEYING**

1. Perform a topographic survey of the project areas along Liberty Drive from 3<sup>rd</sup> to approximately 360 feet south of 3<sup>rd</sup>.
2. Establish apparent street right of way in the project area, with apparent right of way lines to be shown on the survey drawings.
3. Obtain utility locates through Indiana811 – Indiana Underground Plant Protection Services.
4. R/W Engineering to determine permanent and temporary R/W takes and prepare descriptions and exhibits is not included in this proposal.

**B. CIVIL ENGINEERING**

1. Visit the project sites to field check the surveys and confirm and document existing conditions.
2. Develop concept plans for the proposed improvements along Liberty Drive.
3. Meet with City Engineering and CBU to review the concept plans for Liberty Drive and agree to the direction of the design for each project.
4. Prepare one complete set of engineering documents for the Liberty Drive project including:
  - a. Title Sheet
  - b. Existing Conditions Plan
  - c. Apparent Street Right-of-Way Plan
  - d. Maintenance of Traffic Plan
  - e. Selective Demolition and Erosion Control Plan
  - f. Site Improvement Plan (with pavement markings)
  - g. Site Layout Plan (with coordinates and dimensions)
  - h. Site Grading Plan and Drainage Plan
  - i. Site Landscape Plan

- j. Cross Sections
  - k. Details – Curb, Sidewalk, Ramp, Driveway, Pavement Repair, etc.
  - l. Prepare Special Provisions
  - m. Engineer's Construction Estimates
- 5. Submit plans for review at 50%, 95%, and 100% design completion.
  - 6. Meet with City Engineering and CBU for a review session to discuss the design and determine all necessary changes to finalize the documents.

#### C. ADDITIONAL SERVICES

The following services are not included in the above scope. Selected services may be negotiated or performed on an hourly basis at the request of the City.

- 1. R/W Engineering to determine permanent and temporary R/W takes and prepare descriptions and exhibits.
- 2. Meet with property owners adjacent to the project.
- 3. Electrical design for street lighting.
- 4. Design and permitting for water main and/or sanitary sewer main relocations.
- 5. Modifications to plans and specifications after final approval by the City.

#### D. ADDITIONAL PROVISIONS AND ASSUPTIONS

BRCJ has assumed a total of two (2) coordination/review meetings with City Engineering and CBU for drainage improvements. If additional meetings are necessary or otherwise requested, they will be provided on an hourly basis.

#### E. PROJECT SCHEDULE

BRCJ will commence with the topographic surveying effort within four (4) weeks of the notice to proceed. It will take approximately three (3) weeks to complete the field work and prepare base drawings for design. It will take an additional eight (8) to ten (10) weeks to complete the designs.

#### F. PROFESSIONAL FEES

BRCJ's professional fees are based on the time and expertise anticipated to complete the proposed services as described above. BRCJ proposes to provide the following services and associated fees:

- 1. Liberty Drive Topographic Survey for a lump sum fee of \$2,800.00.
- 2. Liberty Drive Civil Engineering services for a lump sum fee of \$16,600.00.
- 3. Set aside assistance during the Bidding and Construction Phases on an hourly basis estimated at \$1,120.00.

For a grand total of \$20,520.00.

The fees indicated for this proposal are lump sum unless noted otherwise. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

Attached, for the City's review, please find the proposed survey limits, Fee Justification Spreadsheet and Fee Schedule



Liberty Drive Sidewalk Improvements  
Proposal for Land Surveying and Civil Engineering Services  
September 6, 2022  
Page 3 of 3

BRCJ appreciates the opportunity to submit this proposal for the City's consideration. If everything is acceptable, BRCJ will prepare the City's Standard Local Contract. BRCJ looks forward to working with the City on these projects. If there are any questions regarding this proposal, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "W.S. Riggert".

William S. Riggert, PE  
Principal

Attachments

Richland

36  
9N-2W

153.58'

Bloomington

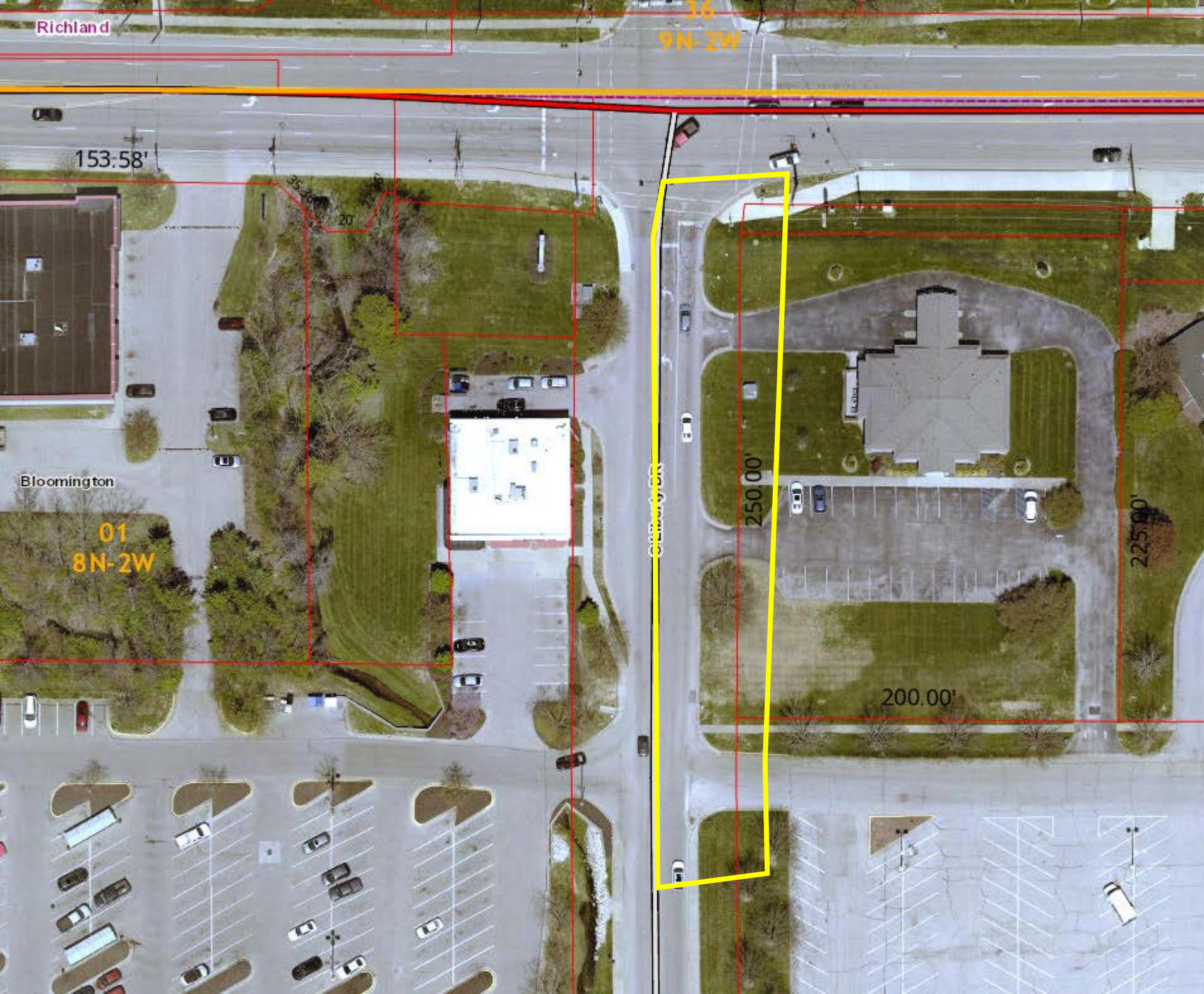
01  
8N-2W

Clifty Dr

250.00'

200.00'

225.00'



[illegible]



**FEE SCHEDULE**  
**(Effective January 1, 2022)**

**HOURLY RATES**

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Landscape Architect / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00



## Board of Public Works Staff Report

---

**Project/Event:** Addendum #5 to Design Contract with Aztec Engineering Group for the B-Line Extension and Multi-Use Path Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** September 13<sup>th</sup>, 2022

---

**Report:** This project will construct multi-modal and intersection improvements by extending the B-Line Trail from North Adams Street to North Fountain Drive, installing a multi-use path along North Fountain Drive and North Crescent Road, and realigning the intersection of Crescent and Fountain Drive. The project is programmed in the MPO TIP for construction (\$582,161.00 in federal funds).

Aztec Engineering Group, Inc. is currently under contract for preliminary engineering services for this project. This addendum will add additional design services, revised right-of-way acquisition services, and update the letting schedule. This addendum will increase the compensation by \$150,075.00, for a final not-to-exceed amount of \$1,041,274.00. This contract is TIF funded and will require funding approval through the Bloomington Redevelopment Commission.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	09/22/2017
Design Services Contract	Approved	12/12/2017
Design Addendum #1	Approved	12/11/2018
Design Addendum #2	Approved	11/04/2019
Public Need Resolution	Approved	06/23/2020
Design Addendum #3	Approved	11/16/2020
Design Addendum #4	Approved	06/21/2022
<b>Design Addendum #5</b>	<b>Pending</b>	
Construction Inspection Contract	Approved	07/19/2022
Construction Contract	Letting	March 2023

## City of Bloomington Contract and Purchase Justification Form

Vendor: Aztec Engineering Group, Inc.

Contract Amount: \$1,041,274.00

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

### PURCHASE INFORMATION

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

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

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

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

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

This is a contract modification for the Design Services contract approved by the BPW on 09/22/2017.

Original: \$130,308.00  
 Previous Amendments: +\$891,346.00  
 This Amendment: +\$150,075.00  
 Final Contract Amount: \$1,041,274.00

Roy Aten

SPM

Engineering

Print/Type Name

Print/Type Title

Department



**ADDENDUM #5 TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**AZTEC ENGINEERING GROUP, INC. ("Consultant")**

This Addendum #5 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. ("Agreement") for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and the Consultant states: "The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract." The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit J, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are in the amount of One-hundred fifty-thousand seventy-five dollars (\$150,075.00) as specified in Exhibit J. The Additional Services increase the design cost of the Project to a total amount of One-million forty-one thousand two-hundred seventy-four dollars (\$1,041,274.00).
3. Schedule: Revises design delivery schedule in accordance with the schedule provided in Exhibit J.
4. In all other respects, the Agreement and the Addendum shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

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

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

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

Andrew Cibor, PE, PTOE  
City Engineer  
Engineering Department  
Date: \_\_\_\_\_

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

Beth Cate  
Corporation Counsel  
Date: \_\_\_\_\_

**CONSULTANT**

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

Adrian Reid, P.E.  
Associate Vice President, AZTEC  
Date: September 1, 2022

## **Exhibit J**

### **Additional Services**

#### **A. *Additional design services***

Additional services by AZTEC during the design were necessary to complete plans. Exhibits E, F, G, and H included in Contract Addenda #1 through #4 include additional services for ROW staking, supplemental survey, route plat survey, geotechnical investigation, a waters report, environmental services, revised ROW acquisition services, additional design services, and design of a sanitary sewer extension. Exhibit J adds the following to the design contract:

Additional utility and railroad coordination, project management services covering work completed under the design contract. To date, these services include

1. Bid support services to facilitate acceleration of the bid date and creation of unique special provisions for bidding through INDOT.
2. Additional project management and administration for completion of the design through the bid date of March 2023.
3. Additional utility and railroad coordination services to complete utility coordination through construction.
4. Post-design services

The additional design services totals **\$97,932.**

#### **B. *Revised Right-of-Way Acquisition Services***

Addendum #3 included administrative costs to manage the subconsultants, additional appraisal services for Parcel 16, and updates to Title Search and Appraisals.

Addendum #4 reallocated unused budget from other subs to address additional ROW services for two gap parcels on Fountain Drive with no additional increase in overall fees.

Addendum #5 includes ROW services for three deed gap parcels, including appraisals and review appraisals with additional fees to expedite these services. Additionally, Addendum #5 includes design alterations due to property owner requests during negotiations, including storm water modifications, driveway exhibits, and design inquiries.

The additional design services totals **\$48,893** and includes ROW services subconsultant fees.

#### **C. *Direct expenses***

Addendum #5 includes reimbursement of railroad permit fees and an estimate for direct expenses (copies, exhibits, fees, etc.) that may be accrued up to March 2023.

The additional expense totals **\$3,250.**

#### **D. *Schedule Update***

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

<b>MILESTONE</b>	<b>ORIGINAL ESTIMATED DATE (CONTRACT)</b>	<b>CONTRACT UPDATE – Add.#1 (12/11/18)</b>	<b>CONTRACT UPDATE – Add. #2 (8/6/19)</b>	<b>CONTRACT UPDATE – Add. #3 (09/14/2020)</b>	<b>CONTRACT UPDATE – Add. #4 (06/01/2022)</b>	<b>CONTRACT UPDATE – Add. # (09/01/2022)</b>
Notice to Proceed	December 15, 2017	No change	No change	No change	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 <sup>st</sup> Public Meeting	No change	No change	No change	No change
Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change	No change	No change	No change
Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019	No Change	No Change	No Change
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change	No Change	No Change	No Change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019	No Change	No Change	No Change
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019	March 2021	No Change	No Change
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020	March 2021	TBD	TBD
Stage III (100%) Plans	May 29, 2020	No change	No change	October 2021	December 2022	July 2022
Bid Opening/Award	November 2020	No change	No change	November 2021	May 2023	March 2023



## **Exhibit J**

### **Index of Appendices**

- J.1. Master Contract Fee Estimate including Addendum #04
- J.2. Addendum #05 Fee Estimate

**J.1. Original Contract Fee Estimate Including Addendum #04**

## SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.  
320 W. 8th Street, Suite 100  
Bloomington, IN 47404  
Phone: 812-717-2555

Project Name: B-Line Extension Project  
City Project Number: DES#1700735  
AZTEC Project No.: INMUN1716  
Date: June 1, 2022  
Revision: 0

## DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

## PRELIMINARY PROJECT DESIGN

### Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	391	\$ 181.47	\$ 70,955
Senior Project Engineer	390	\$ 181.47	\$ 70,773
Project Engineer	635	\$ 155.82	\$ 98,946
Engineer/Designer	1,178	\$ 136.79	\$ 161,139
Technician/Drafter	1,413	\$ 86.14	\$ 121,716
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	4,125		\$ 530,762

**Total Estimated Labor - AZTEC \$ 530,762**

### DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

**Total Direct Expenses - AZTEC \$ 2,556**

### SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 31,808
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 29,494
Little River Consulting - Ecological investigation + Waters Report	\$ 6,660
Green 3 - Archaeological Investigation	\$ 7,806
Snedegar Construction - Potholing	\$ 18,000

### SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 258,400
--	------------

**Subconsultant Sub-total (Lump Sum) \$ 358,028**

**Total Estimated Contract Value \$ 891,346**

Adrian Reid, P.E., Associate Vice President

6/1/2022

DATE



**J.2. Addendum #05 Fee Estimate**

## SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.  
320 W. 8th Street, Suite 100  
Bloomington, IN 47404  
Phone: 812-717-2555

Project Name: B-Line Extension Project  
City Project Number: DES#1700735  
AZTEC Project No.: INMUN1716  
Date: September 1, 2022  
Revision: 0

## DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

## PRELIMINARY PROJECT DESIGN

### Estimated Direct Labor - Design of B-Line Trail Extension - Supplement Request #4

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	195	\$ 208.33	\$ 40,624
Senior Project Engineer	251	\$ 208.33	\$ 52,291
Project Engineer	44	\$ 178.88	\$ 7,871
Engineer/Designer	0	\$ 157.04	\$ -
Technician/Drafter	315	\$ 98.89	\$ 31,150
Project Assistant/Admin.	25	\$ 70.37	\$ 1,759
Totals	830		\$ 133,695

**Total Estimated Labor - AZTEC \$ 133,695**

### DIRECT EXPENSES

Railroad Permit Review Fee	\$ 2,500.00
Copies, meeting graphics	\$ 750.00

**Total Direct Expenses - AZTEC \$ 3,250**

### SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey

Hydrogeology - Karst Investigation

Earth Exploration - Geotechnical Investigation, Pavement Design

Little River Consulting - Ecological investigation + Waters Report

Green 3 - Archaeological Investigation

\$ -

### SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services \$ 13,130

**Subconsultant Sub-total (Lump Sum) \$ 13,130**

**Total Estimated Contract Value \$ 150,075**



Adrian Reid, P.E., Associate Vice President

9/1/2022

DATE

**TEAM AZTEC**  
B-Line Extension Project  
**PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL**  
**Supplement Request #5**

2. MEETING PARTICIPATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				0						
Public Open House Meeting -				70	8	12	20	0	30	
Utility Field Check Meetings - 30% & 60% completion (2 mtg. @ 2 persons @ 2 hours)				0						
OTS Meetings (2 meetings @ 4 persons @ 1 hours)				0						
Status Update Meetings (3 meetings @ 2 persons @ 1 hours)				0						
Quarterly Tracking with MPO/INDOT (8 meetings @ 1 person @ 0.5 hours)				0						
Subtotal Meeting Preparation / Participation Items				70	8	12	20	0	30	0

4. ROADWAY (TRAIL & MUP) DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Cover		1	24	0						
Develop Project Base Sheets	20	7	6	0						
General Notes/Typical Sections		4	40	0						
Geometric Control Sheet		1	50	0						
Detail Sheets - Finish sheets	varies	2	10	0						
Plan Sheets ( Plan & Profile) -	20	6	4	0						
Plan & Profile Sheet for Intersection Improvement		2	4	0						
Cross-section Drawings - Finish Sheets				0						
Comment Review, Responses, & Resolution Meetings				0						
Quantities/Cost Estimate/Bid Specifications/USPs + Acceleration				110	20	40			50	
Quality Control				0						
Subtotal Roadway Items		23	4.8	110	20	40	0	0	50	0

5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
		n/a		0						
Additional meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 persons @ 1 hr.)				0						
Additional railroad coordination/Documentation with INDOT RR staff				80	10	30	0		40	
Work Plans Phase				0						
Agreement Phase				40	0	4	12		24	
Utility Construction Phase				100	8		12		80	
				0						
				0						
		4	15	0						
		8	1.5	0						
Subtotal Utility Items		0		220	18	34	24	0	144	0

8. ROW SERVICES DURING ACQUISITION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Support services - Admin of subs, Coordination, design changes during acquisition				194	81	77			11	25
				0						
				0						
Subtotal Right-of-Way Engineering Items				194	81	77	0	0	11	25

10. GENERAL ADMINISTRATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (12 months @ 4 hrs/mo)				0	0					
Additional Admin of Subs and Project Control (8 months @ 12 hours/month)				96	48	48				
Post-Design Services				140	20	40			80	
Subtotal General Administration Items				236	68	88	0	0	80	0

SUMMARY OF HOURS										
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
TOTALS		61		830	195	251	44	0	315	25

830



Calculation of rate increase from 2017 rates to 2022 rates

	2017 Contract rates	2018	2019	2020	2021	2022 Rates	
ECI %		2.5	2.9	2.4	2.7	3.5	
Sr. PM	\$ 181.47	\$ 186.01	\$ 191.40	\$ 195.99	\$ 201.29	\$ 208.33	0.1480214
Sr. PE	\$ 181.47	\$ 186.01	\$ 191.40	\$ 195.99	\$ 201.29	\$ 208.33	0.1480214
PE	\$ 155.82	\$ 159.72	\$ 164.35	\$ 168.29	\$ 172.84	\$ 178.88	0.1480214
E/D	\$ 136.79	\$ 140.21	\$ 144.28	\$ 147.74	\$ 151.73	\$ 157.04	0.1480214
T/D	\$ 86.14	\$ 88.29	\$ 90.85	\$ 93.03	\$ 95.55	\$ 98.89	0.1480214
Admin.	\$ 61.30	\$ 62.83	\$ 64.65	\$ 66.21	\$ 67.99	\$ 70.37	0.1480214

Hours	2017	2022
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195	\$ 35,386.65	\$ 40,624.63
251	\$ 45,548.97	\$ 52,291.19
44	\$ 6,856.08	\$ 7,870.93
0	\$ -	\$ -
315	\$ 27,134.10	\$ 31,150.53
25	\$ 1,532.50	\$ 1,759.34

Total

830	\$ 116,458.30	\$ 133,696.62
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## Board of Public Works Staff Report

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**Project/Event:** Request for lane closures on E 7th St from N Grant St to N Lincoln St for Repairs to the 7th Street Protected Bike Lane Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** September 13<sup>th</sup>, 2022

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**Report:** On May 11<sup>th</sup>, 2021, the Board awarded a construction contract to Milestone Contractors for the installation of a protected bike lane along East 7<sup>th</sup> Street. Construction continued through 2021 and was substantial completed in November of that year.

After construction it was discovered that a number of storm sewer inlets needed to be reset along the north curb line of 7<sup>th</sup> Street between North Grant Street and North Lincoln Street. Milestone Contractors, as part of the 7<sup>th</sup> Street Protected Bike Lane Project, will repair these inlets. In order to facilitate these repairs the westbound lane of East 7<sup>th</sup> Street between Grant and Lincoln will need to be closed to traffic for a period of five to seven days.

Due to the length of time between the previous closure for the project and this new requested closure, the Engineering Department wishes to reaffirm with the Board the need for the closure. The starting date of the closure will be after Grant Street is reopened from the Poplar Demolition Project, which is anticipated to be on or after September 20<sup>th</sup>.



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request from Duke Energy for lane and sidewalk closures along W 17 <sup>th</sup> St
<b>Staff Representative:</b>	Paul Kehrberg
<b>Petitioner/Representative:</b>	Jesse Johnson, Duke Energy
<b>Date:</b>	September 13, 2022

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**Report:** Duke Energy is requesting lane and sidewalk closures along W 17<sup>th</sup> St from N Monroe St to N College Ave. This request is to facilitate utility relocation ahead of construction of the City side path project. The work is planned for September 14, 2022 to January 1, 2023.





September 9, 2022

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

Re: 17<sup>th</sup> Street Lane Closure Permit

Dear Board Members:

The City of Bloomington has requested the relocation of Duke Energy facilities for the 17<sup>th</sup> St Trail Project in Bloomington, Indiana. To complete the relocation of facilities Duke Energy will need to temporarily close lanes and sidewalks at different times and intervals throughout the relocation process. MOT during lane closures will be completed by Wright Traffic Control. Please see approved work plan for locations impacted. As of today (9-9-22), the anticipated completion of the project is no later than 9-30-22.

Kind Regards,

Jesse Johnson  
Duke Energy

























# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

☐ ROW EXCAVATION ☐ ROW USE

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: <u>Duke Energy</u>	<input type="checkbox"/> CONES <span style="margin-left: 100px;"><input type="checkbox"/> ARROWBOARD</span>
E-MAIL: <u>Steve.Puga@leidos.com</u>	<input type="checkbox"/> LIGHTED BARRELS <span style="margin-left: 100px;"><input checked="" type="checkbox"/> TYPE 3 BARRICADES</span>
COMPANY: <u>DUKE ENERGY</u>	<input type="checkbox"/> FLAGGERS <span style="margin-left: 100px;"><input type="checkbox"/> BPD OFFICER</span>
ADDRESS: <u>1000 E Main St</u>	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED
CITY, STATE, ZIP: <u>Plainfield, IN 46168</u>	See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
24-HR EMERGENCY CONTACT NAME: _____	<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b>
24-HR CONTACT PHONE #: _____	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
INSURANCE #*: <u>105534117</u> COMPANY: <u>Travelers Casualty and Surety Company</u>	APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/">https://bloomington.in.gov/transportation/parking/</a>
BOND #*: <u>105534117</u> COMPANY: <u>Travelers Casualty and Surety Company</u>	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	<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>
<b>**SUBCONTRACTOR INFORMATION**</b>	PROJECT NAME: <u>Road Improvement - 17th Street, Bloomington, IN</u>
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: <u>DES 1900402</u>
COMPANY NAME: _____	PROJECT MGR.: _____
<b>B. WORK DESCRIPTION:</b>	PROJECT MGR. #: _____
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
(EXPLAIN): <u>Excavation for Duke Energy electric facility relocation</u>	*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	<b>G. EXCAVATIONS:</b>
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>	SQ FT OF PAVEMENT* EXCAVATIONS : <u>36</u>
STREET NAME 1: <u>17th St</u>	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
1ST INTERSECTING STREET NAME: <u>N College Ave</u>	SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____
2ND INTERSECTING STREET NAME: <u>N Madison St</u>	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	LINEAL FT OF BORE*: <u>216</u>
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED	# OF POLE INSTALLATIONS/REMOVAL: <u>Replacing 2 poles in-place</u>
START DATE: <u>6/27/2022</u> END DATE: <u>1/1/2023</u> # OF DAYS*: <u>188</u>	SQ FT OF SIDEWALK RECONSTRUCTION*: _____
STREET NAME 2: <u>N/A</u>	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
1ST INTERSECTING STREET NAME: _____	SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____
2ND INTERSECTING STREET NAME: _____	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	#RESIDENTIAL DRIVEWAY INSTALLATION: _____
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	<b>H. INDEMNIFICATION AGREEMENT:</b>
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.
START DATE: _____ END DATE: _____ # OF DAYS*: _____	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	PRINT NAME: <u>Steve Puga</u>
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>	SIGNATURE: <u>Steve Puga</u>
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>	DATE: <u>09/07/2022</u>
REQUESTED CLOSURE HOURS: <u>12:00</u> AM - <u>11:59</u> PM	
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	



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

For Administration Use Only (applicable to CLOSURE approval)

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

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





## Board of Public Works Staff Report

**Project/Event:** Captain's Quarters at Fire Station #5

**Petitioner/Representative:** Department of Public Works, Facilities Division

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

**Meeting Date:** September 13, 2022

This project is for the addition of a separate sleeping/office room for the station captain at Fire Station #5. Three quotes were solicited for this project. They are as follows:

Strauser Construction Co, Inc.	\$16,705.00
Ann-Kriss, LLC	\$21,846.21
Tru-North Construction	Unresponsive

The discrepancy in the price is a factor of Strauser Construction Co., Inc. already being on site to complete another project and will not have separate mobilization time or expenses.

Respectfully submitted,

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

## City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction Co., Inc.

Contract Amount: \$16,705.00

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

### PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

# of Submittals: 2

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

3 quotes were solicited for the project. Two were responsive, one was unresponsive. Of the two quotes received, Strauser Construction was the lowest at \$16,705.00. Ann-Kriss quoted \$21,846.21. Tru-North Construction was unresponsive.

J. D. Boruff

Assistant Director, Facilities

Public Works

Print/Type Name

Print/Type Title

Department

## *Proposal*

To: City of Bloomington Public Works  
Attn: J.D. Boruff

August 17, 2022

Re: Bloomington Fire Station # 5  
1987 S. Henderson Street

Proposal # 22-1245      New Office - Captain Quarters

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### **Additional Work Items**

Labor, material and equipment for the following work:  
Per Revised Drawing Sheet AE101 dated 6/2/22

Scope	Item Cost
• 6" Wall framing, drywall hang & finish at New Office	\$2,130.00
• Smooth FRP panels Fire Bay side of new walls	\$1,600.00
• Wood framing, drywall work at New Office ceiling	\$3,220.00
• (1) new door opening HM frame, steel door with half glass, hardware	\$1,500.00
• Rubber membrane on wood deck at New Office	\$1,800.00
• Electrical	\$3,855.00
<i>New circuit to New Office, (2) LED lights, Data drop, New circuit to power treadmills &amp; general use, Power to Mini-Split system(by Owner)</i>	
• New masonry work, dowels, epoxy	\$600.00
• Cove base	\$100.00
• Painting	\$300.00
• General Conditions	\$1,600.00
	\$16,705.00

**Total Cost              \$16,705.00**

### **Specific Exclusions:**

- All work not specifically listed above
- Infra Red heater work, ERS work including rough-in and conduit

Respectfully submitted,

**Lennie Strauser**

Strauser Construction Co., Inc.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature \_\_\_\_\_  
Date \_\_\_\_\_



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

STRAUSER CONSTRUCTION CO., INC.

FOR

## CONSTRUCTION OF CAPTAINS QUARTERS AT FIRE STATION #5

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

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Construction of Captains Quarters**, (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 60 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 **Sixteen Thousand, Seven Hundred Five Dollars (\$16,705.00)**. 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.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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



Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

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

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

**5.05 Insurance**

**5.05.01**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;  
Fellow employee claims under Personal Injury; and  
Independent Contractors.

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

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

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

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

**5.08     Non-Discrimination**

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

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

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

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

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.



- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

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

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

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Strauser Contruction Co., Inc.
Attn: J. D. Boruff, Asst. Director, Facilities	Attn: Lennie Strauser
P.O. Box 100 Suite 120	453 Clarizz Blvd.
Bloomington, Indiana 47402	Bloomington, IN 47401

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

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

**5.17 Steel or Foundry Products**

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

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

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

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

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without



reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

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

City of Bloomington  
Bloomington Board of Public Works

BY:

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

\_\_\_\_\_  
Jennifer Lloyd, Member

\_\_\_\_\_  
Elizabeth Karon, Member

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

BY:

\_\_\_\_\_  
Contractor Representative

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

\_\_\_\_\_  
Title of Contractor Representative

## ATTACHMENT 'A'

### "SCOPE OF WORK"

#### Captains Quarters at Fire Station #5

*This project shall include, but is not limited to, construction of new Captains Quarters according to plan set provided and including:*

- 1. 6" Wall framing, drywall hang & finish at New Office*
- 2. Smooth FRP panels Fire Bay side of new walls*
- 3. Wood framing, drywall work at New Office ceiling*
- 4. One (1) new door opening HM frame, steel door with half glass, hardware*
- 5. Rubber membrane on wood deck at New Office*
- 6. Electrical comprising new circuit to New Office, two (2) LED lights, Data drop, New circuit to power treadmills & general use, Power to Mini-Split system(by Owner)*
- 7. New masonry work, dowels, epoxy*
- 8. Cove base*
- 9. Painting*

“E-Verify AFFIDAVIT”

## E-VERIFY AFFIDAVIT

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

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

Signature \_\_\_\_\_

---

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

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

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

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

Notary Public's Signature

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

Printed Name of Notary Public

My Commission Number: \_\_\_\_\_



## ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

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

### OATH AND AFFIRMATION

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

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

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

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

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

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

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

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

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

Resident of \_\_\_\_\_ County

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

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



## Board of Public Works Staff Report

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**Project/Event:** Change Order #2 to Contract with Strauser Construction Co.,  
Inc. for Remodel of Fire Station #5

**Petitioner/Representative:** J.D. Boruff, Public Works

**Staff Representative:** J.D. Boruff

**Meeting Date:** September 13, 2022

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After construction began on this project, it was determined that additional work was necessary to drain water away from the wall to be constructed per the original contract. These changes included installation of a floor drain that will be cut into the existing concrete floor to prevent the water from pooling against the new wall. The detailed costs for this additional work is listed in the attached change order submitted by Strauser Construction Company, Inc.

The contract not to exceed amount will be increased by \$6,800.00. This will result in a new contract amount of \$60.630.00.

Respectfully Submitted,

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

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction Co., Inc.

Contract Amount: Increase of \$6,800.00

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

## PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

# of Submittals: 1

Yes No

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?

☐
☒

This is a change order to the existing contract for the remodel of Fire Station #5 with the contractor.

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

This a change order to the existing contact with Strauser Construction for remodeling work at Fire Station #5. The current contract amount is \$53,830.00. This addendum will increase the contract amount to \$60,630.00.

J. D. Boruff

Assistant Director, Facilities

Public Works

Print/Type Name

Print/Type Title

Department



## PROPOSAL

**DATE:** 9/7/2022 **22-0907**  
**SUBMITTED TO:** J D Boruff **PROJECT:** Fire Station #5  
**ATTN:**

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This proposal includes labor, material & equipment for the following work:

Sawcut floor for drain in firestation  
Remove concrete  
Dowel into existing concrete  
Install drain and discharge pipe  
Install 4" draain pipe into existing manhole  
Pour back concrete  
final clean

Price \$6,800.00

Excludes: Permits, bonds, electrical work  
All other trade work unless specified above

Respectfully submitted,

Tony Somes

**Acceptance of Proposal** - The above prices, specifications and conditions are  
satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature \_\_\_\_\_  
Date \_\_\_\_\_



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
David Bapp	01-refund adoption fee-canine-8/24/22		09/16/2022	40.00
	Account <b>43430 - Animal Adoption Fees</b> Totals	Invoice 1 Transactions		<u>\$40.00</u>
<b>Account 43442 - Equipment Deposits</b>				
Chantal Cagle	01-refund trap deposit-8/23/22		09/16/2022	40.00
	Account <b>43442 - Equipment Deposits</b> Totals	Invoice 1 Transactions		<u>\$40.00</u>
<b>Account 43460 - Medical</b>				
David Bapp	01-refund adoption fee-canine-8/24/22		09/16/2022	15.00
	Account <b>43460 - Medical</b> Totals	Invoice 1 Transactions		<u>\$15.00</u>
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01 - Pens and sign holder		09/16/2022	84.44
6530 - Office Depot, INC	01 - Post it notes, Markers & Pens		09/16/2022	23.82
6530 - Office Depot, INC	01 - Lamination Pouch		09/16/2022	31.89
6530 - Office Depot, INC	01 - Duct Tape		09/16/2022	23.04
	Account <b>52110 - Office Supplies</b> Totals	Invoice 4 Transactions		<u>\$163.19</u>
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	01 - Laundry Soap and bath towels		09/16/2022	235.72



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

4586 - Hill's Pet Nutrition Sales, INC	01 - Kitten Food	09/16/2022	30.30
4586 - Hill's Pet Nutrition Sales, INC	01 - Cat Food	09/16/2022	83.16
4586 - Hill's Pet Nutrition Sales, INC	01 - Dog & puppy Food	09/16/2022	222.66
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, Cat, puppy & kitten Food	09/16/2022	271.32
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-8/29/22	09/16/2022	259.50
4549 - Kroger Limited Partnership I	01 - Chicken for Dog food	09/16/2022	7.18
4633 - Midwest Veterinary Supply, INC	01 - gloves	09/16/2022	33.55
4633 - Midwest Veterinary Supply, INC	01 - Food Trays	09/16/2022	85.00
4633 - Midwest Veterinary Supply, INC	01 - Food Trays	09/16/2022	85.00
4633 - Midwest Veterinary Supply, INC	01 - Gloves and Syringes	09/16/2022	155.45
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, Antifungals, Guinee pig food, Gloves, Nebulizer	09/16/2022	287.83
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - Antibiotics, Syringes, Antiparasitics	09/16/2022	360.37
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 13 Transactions	<hr/> \$2,117.04
Account <b>52340 - Other Repairs and Maintenance</b>			
6530 - Office Depot, INC	01 - Duct Tape	09/16/2022	46.65
Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 1 Transactions	<hr/> \$46.65
Account <b>53130 - Medical</b>			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - Visit and Meds for Female Canine Heeler	09/16/2022	46.65
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 -Xrays, Neuter, dental surgery, spay for various puppies/Dogs	09/16/2022	1,471.78
Account <b>53130 - Medical</b> Totals		Invoice 2 Transactions	<hr/> \$1,518.43
Account <b>53160 - Instruction</b>			





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

3560 - First Financial Bank / Credit Cards

01 - euthanasia training-Neal & Mayfield	09/16/2022	400.00
Account <b>53160 - Instruction</b> Totals	Invoice 1 Transactions	<hr/> \$400.00

## Account **53220 - Postage**

3560 - First Financial Bank / Credit Cards

01 - BOH Shipping	09/16/2022	44.52
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3560 - First Financial Bank / Credit Cards

01 - BOH Shipping	09/16/2022	49.17
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Account <b>53220 - Postage</b> Totals	Invoice 2 Transactions	<hr/> \$93.69
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## Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

01 - Incinerator Repair - 7/11/22	BC 2021-111	09/16/2022	285.00
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321 - Harrell Fish, INC (HFI)

01 - Furnace Repair - 7/18/22	BC 2021-111	09/16/2022	285.00
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1537 - Indiana Door & Hardware Specialties, INC

01-Yale Storeroom Function Exit Trim	BC 2021-142	09/16/2022	225.00
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Account <b>53610 - Building Repairs</b> Totals	Invoice 3 Transactions	<hr/> \$795.00
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## Account **53990 - Other Services and Charges**

4045 - Datamars, INC

01-Microchip Registrations	09/16/2022	69.93
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1 Transactions	<hr/> \$69.93
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Program <b>010000 - Main</b> Totals	Invoice 30 Transactions	<hr/> \$5,298.93
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## Program **010001 - Donations Over \$5K**

## Account **52210 - Institutional Supplies**

4586 - Hill's Pet Nutrition Sales, INC

01-Prescription Vet Food	09/16/2022	310.80
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Account <b>52210 - Institutional Supplies</b> Totals	Invoice 1 Transactions	<hr/> \$310.80
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## Account **53130 - Medical**

6529 - BloomingPaws, LLC

01 - Emergency Visit for Cat 8/23/22 - 8/29/2022	09/16/2022	49.46
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# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

6529 - BloomingPaws, LLC

01-Emergency Visits for Kitten 8/23, Dog 8/22/22 & Madge 8/23	09/16/2022	661.72
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6983 - Furry Friends Veterinary Hospital

01 - Emergency Vet Visits-8/5/22	09/16/2022	311.50
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Account <b>53130 - Medical</b> Totals	Invoice 3	\$1,022.68
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Program <b>010001 - Donations Over \$5K</b> Totals	Transactions Invoice 4	\$1,333.48
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Department <b>01 - Animal Shelter</b> Totals	Transactions Invoice 34	\$6,632.41
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Department **02 - Public Works**

Program **020000 - Main**

Account **46060 - Other Violations**

Christopher Carani

26-customer mailed check for \$60, only owed \$30-22203901301	09/16/2022	30.00
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Account <b>46060 - Other Violations</b> Totals	Invoice 1	\$30.00
	Transactions	

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-surface-7th Street speed cushion-10.67 tons-8/9/22	BC 2021-119	09/16/2022	506.83
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19278 - Milestone Contractors, LP	20-surface-7th St Speed Humps-8.52 tons/patch-8.25 tns-8/10-8/11	BC 2021-119	09/16/2022	796.58
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19278 - Milestone Contractors, LP	20-surface-Hillsdale/patching-73.30 tons-8/3-8/4/22	BC 2021-119	09/16/2022	3,311.23
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19278 - Milestone Contractors, LP	20-surface-2nd St/patching-74.33 tons-8/23-8/25/22	BC 2021-119	09/16/2022	3,258.03
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Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 4	\$7,872.67
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Program <b>020000 - Main</b> Totals	Transactions Invoice 5	\$7,902.67
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Program **02RCVR - Recover Forward**

Account **53990 - Other Services and Charges**

7627 - River Town Construction, LLC	07-Neighborhood Greenways PH 1-6/25-7/20/22-App #2	BC 2021-157	09/16/2022	9,283.98
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$9,283.98
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

## Department 03 - City Clerk

### Program 030000 - Main

#### Account 52110 - Office Supplies

6530 - Office Depot, INC

03-facial tissues

09/16/2022

18.98

6530 - Office Depot, INC

03-pen set

09/16/2022

23.99

6530 - Office Depot, INC

03- Hi-Polymer Eraser

09/16/2022

3.69

#### Account 52110 - Office Supplies Totals

Invoice 3  
Transactions

\$46.66

#### Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards

03-Hopscotch-office treat-8/5/22

09/16/2022

10.75

#### Account 52420 - Other Supplies Totals

Invoice 1  
Transactions

\$10.75

#### Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards

03 - MMC Certification Program-N. Bolden

09/16/2022

50.00

3560 - First Financial Bank / Credit Cards

03 - 2022 International LGBTQ Leaders Conf-WA DC

09/16/2022

225.00

3913 - Indiana League Of Municipal Clerks & Treasurers

03-ILMCT Annual Conference-N. Bolden

09/16/2022

450.00

#### Account 53160 - Instruction Totals

Invoice 3  
Transactions

\$725.00

#### Account 53230 - Travel

3560 - First Financial Bank / Credit Cards

03-airfare for LGBTQ Leaders Conf-WA DC-11/30-12/4/22

09/16/2022

456.16

#### Account 53230 - Travel Totals

Invoice 1  
Transactions

\$456.16

#### Account 53310 - Printing





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

6309 - CivicPlus, INC

03-Clerk Update to City Code-Supplement 41, Update 1	09/16/2022	485.00
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6309 - CivicPlus, INC

03-Updates to the Code of Ordinances-6/24/22	09/16/2022	1,412.00
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6309 - CivicPlus, INC

03-Supplement 41, Update to the Code of Ordinances-8/19/22	09/16/2022	3,642.00
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Account <b>53310 - Printing</b> Totals	Invoice 3	\$5,539.00
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Program <b>030000 - Main</b> Totals	Invoice 11	\$6,777.57
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Department <b>03 - City Clerk</b> Totals	Invoice 11	\$6,777.57
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Transactions  
Transactions  
Transactions

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52420 - Other Supplies**

4583 - Jean B Smiths (Bikesmiths)

04- Bike supplies and parts for TDM	09/16/2022	28.03
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Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$28.03
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Transactions

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

04: BUTTER Art Fair - Chaz & Holly - 9/3/22	09/16/2022	77.54
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Account <b>53160 - Instruction</b> Totals	Invoice 1	\$77.54
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Transactions

Account **53970 - Mayor's Promotion of Business**

8279 - Diego Rafael Cruz Manansala

04-Greenline Design on Graham Greenway	09/16/2022	400.00
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8291 - Michael Wimer

04: Musical Performance -8/5/22- 4th St. Garage Ceremony	09/16/2022	300.00
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Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 2	\$700.00
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Program <b>040000 - Main</b> Totals	Invoice 4	\$805.57
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Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 4	\$805.57
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Transactions  
Transactions  
Transactions

Department **06 - Controller's Office**



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

## Program 060000 - Main

### Account 53990 - Other Services and Charges

391 - O. W. Krohn & Associates, LLP

06-prof services in connection w/ general account & TIF -7/31/22	09/16/2022	8,000.00
Account 53990 - Other Services and Charges Totals	Invoice 1	\$8,000.00
	Transactions	
Program 060000 - Main Totals	Invoice 1	\$8,000.00
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$8,000.00
	Transactions	

## Department 07 - Engineering

### Program 070000 - Main

#### Account 52420 - Other Supplies

5819 - Synchrony Bank

07-Amazon_Jabra Wireless Headset (Tammy Caswell)	09/16/2022	141.57
Account 52420 - Other Supplies Totals	Invoice 1	\$141.57
	Transactions	

#### Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

07-AIM_2022 IACE Dues Renewal (Andrew Cibor)	09/16/2022	75.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$75.00
	Transactions	

#### Account 53990 - Other Services and Charges

8276 - Tammy M Caswell

07-Reimbursement -Notary Fee + Background Check	09/16/2022	91.32
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3560 - First Financial Bank / Credit Cards

07-doxpop Subscription for Public Records Access- 8/13 /22	09/16/2022	21.75
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53442 - Paragon Micro, INC

07-Bluebeam Revu Standard & CAD Maintenance Renewal -6	09/16/2022	712.44
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Account 53990 - Other Services and Charges Totals	Invoice 3	\$825.51
	Transactions	

#### Account 54110 - Land Purchase

8017 - Comcast of Illinois/Indiana/Ohio, LLC

07-B-Line Trail Multi-Use Path-Parcel 3	09/16/2022	50,620.00
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# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

8015 - Woodland Acres Properties LLC	07-B-Line Trail Multi-Use Path-Parcel 3 (Revised)		09/07/2022	8,710.00
Woodland Acres Properties, LLC & Old National Bank	Land Purchase/Real Estate Services/Right of Way's		09/07/2022	8,280.00
Account <b>54110 - Land Purchase</b> Totals			Invoice 3 Transactions	<hr/> \$67,610.00
Account <b>54310 - Improvements Other Than Building</b>				
6811 - Beam, Longest & Neff, LLC	07-Pedestrian Bridge & Culvert Inspections, PE-6/27-7/31/22	BC 2019-140	09/16/2022	452.44
467 - Groomer Construction, INC	07-Winslow/Henderson Trail Correction work	BC 2021-152	09/16/2022	9,575.00
Account <b>54310 - Improvements Other Than Building</b> Totals			Invoice 2 Transactions	<hr/> \$10,027.44
Program <b>070000 - Main</b> Totals			Invoice 10 Transactions	<hr/> \$78,679.52
Department <b>07 - Engineering</b> Totals			Invoice 10 Transactions	<hr/> \$78,679.52
Department <b>09 - CFRD</b>				
Program <b>090000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
3560 - First Financial Bank / Credit Cards	09 - Avery ink labels and Avery 1x2 5/8 clear labels		09/16/2022	47.98
6530 - Office Depot, INC	09-Office supplies: Paper & binder clips		09/16/2022	40.39
6530 - Office Depot, INC	09 - band aids		09/16/2022	3.02
Account <b>52110 - Office Supplies</b> Totals			Invoice 3 Transactions	<hr/> \$91.39
Account <b>52420 - Other Supplies</b>				
5819 - Synchrony Bank	09-Memory Card Reader and AA Battery Charger		09/16/2022	13.99
Account <b>52420 - Other Supplies</b> Totals			Invoice 1 Transactions	<hr/> \$13.99
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	09-Region IX 2022 ADA Coordinator Network Summit		09/16/2022	275.00





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

3560 - First Financial Bank / Credit Cards

09- Josefa Madrigal to the Indiana Latino Expo Mayors  
Breakfast

09/16/2022 107.72

Account **53160 - Instruction** Totals

Invoice 2 \$382.72

Transactions

Program **090000 - Main** Totals

Invoice 6 \$488.10

Transactions

Department **09 - CFRD** Totals

Invoice 6 \$488.10

Transactions

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP

10-Legal/Consulting Serv-Federally Funded Proj-  
8/17/2022

09/16/2022 3,000.00

205 - City Of Bloomington

10-PC Reimb-Mo Co Rec-waiver rec-Blackwell/Kemp-  
8/31/22

09/16/2022 25.00

205 - City Of Bloomington

10-PC Reimb-Mo Co Rec-waiver rec-Elmore-8/23/22

09/16/2022 25.00

199 - Monroe County Government

10 - Admin Fee-Sheriff's Sale-Case 53C01-1911-MF-  
002659

09/16/2022 300.00

7855 - Veritext LLC

10-transcript services Annexation case PL000509

09/16/2022 2,584.85

Account **53120 - Special Legal Services** Totals

Invoice 5 \$5,934.85

Transactions

Account **53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)

10 Webinar on Social Media-Cate & McKinney

09/16/2022 25.00

Account **53160 - Instruction** Totals

Invoice 1 \$25.00

Transactions

Account **53320 - Advertising**

3560 - First Financial Bank / Credit Cards

10-YourMembership-job posting-ISBA Career Center

09/16/2022 548.00

Account **53320 - Advertising** Totals

Invoice 1 \$548.00

Transactions

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

10-Portal.Courts.In.Gov-registration for attorneys (5)-

09/16/2022 900.00



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

## Program 101000 - Human Rights

### Account 53160 - Instruction

259 - Indiana Association Of Cities & Towns (AIM)

10 Webinar on Social Media-Cate & McKinney	09/16/2022	25.00
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Account 53160 - Instruction Totals	Invoice 1	\$25.00
	Transactions	

### Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

10-IN State Bar Assoc-Cate Membership	09/16/2022	157.00
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Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$157.00
	Transactions	
Program 101000 - Human Rights Totals	Invoice 2	\$182.00
	Transactions	
Department 10 - Legal Totals	Invoice 10	\$7,589.85
	Transactions	

## Department 11 - Mayor's Office

### Program 110000 - Main

#### Account 53230 - Travel

3560 - First Financial Bank / Credit Cards

11 -Hotel-Conf. Mayor-Washington-8/3-8/7/22	09/16/2022	755.80
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7817 - Donald Carlos Griffin

11-Travel reimb-Big Ten City Managers-MI-7/27-7/29/22	09/16/2022	852.83
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5459 - John M Hamilton

11 -Travel reimb-conference and visit sibling city	09/16/2022	443.10
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Account 53230 - Travel Totals	Invoice 3	\$2,051.73
	Transactions	

### Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

11 -Creative Market platform- digital needs	09/16/2022	29.95
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3560 - First Financial Bank / Credit Cards

11 -Lucid- Org charts for COB- 8/28-9/28/22	09/16/2022	9.95
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# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

3560 - First Financial Bank / Credit Cards

11 -sendinblue digital newsletter platform 09/16/2022 29.59

259 - Indiana Association Of Cities & Towns (AIM)

11 -2022 IN Conf of Mayors (ICOM) Dues 09/16/2022 700.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 4  
Transactions \$769.49

## Account **53960 - Grants**

3560 - First Financial Bank / Credit Cards

11- Refund for Postponed 8-9-22 Blgtn Women in  
Leadership 09/16/2022 (25.00)

Account **53960 - Grants** Totals

Invoice 1  
Transactions (\$25.00)

## Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

11 -buttons for COB (100) 09/16/2022 34.50

3560 - First Financial Bank / Credit Cards

11 -Castr live streaming-8/5-9/5/22 09/16/2022 14.99

3560 - First Financial Bank / Credit Cards

11 -Emailable- accurate & secure email checker 09/16/2022 50.00

3560 - First Financial Bank / Credit Cards

11 -Facebook Post Push-Email sign ups 7/11-7/29/22 09/16/2022 44.52

3560 - First Financial Bank / Credit Cards

11 -Transcription svc for CC 09/16/2022 21.00

3560 - First Financial Bank / Credit Cards

11 -Transcription svc for CC 09/16/2022 27.00

3560 - First Financial Bank / Credit Cards

11 -Unstuck OOTM HR needs - Team Building 09/16/2022 35.00

53442 - Paragon Micro, INC

11 -Monitor for OOTM 09/16/2022 475.98

5819 - Synchrony Bank

11-Wireless keyboard & mouse 09/16/2022 236.90

Account **53990 - Other Services and Charges** Totals

Invoice 9  
Transactions \$939.89

Program **110000 - Main** Totals

Invoice 17 \$3,736.11

Department **11 - Mayor's Office** Totals

Invoice 17 \$3,736.11

Transactions

## Department **12 - Human Resources**

## Program **120000 - Main**





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Account **53990 - Other Services and Charges**

6099 - Safe Hiring Solutions

12-out of state background checks	09/16/2022	123.35
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$123.35
	Transactions	
Program <b>120000 - Main</b> Totals	Invoice 1	\$123.35
	Transactions	
Department <b>12 - Human Resources</b> Totals	Invoice 1	\$123.35
	Transactions	

## Department **13 - Planning**

### Program **130000 - Main**

## Account **52110 - Office Supplies**

6530 - Office Depot, INC

13 - Labeler	09/16/2022	53.81
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5819 - Synchrony Bank

13-Desk lamp + scissors	09/16/2022	5.59
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Account <b>52110 - Office Supplies</b> Totals	Invoice 2	\$59.40
	Transactions	

## Account **52420 - Other Supplies**

5819 - Synchrony Bank

13-Desk lamp + scissors	09/16/2022	36.99
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Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$36.99
	Transactions	

## Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

13-OKI Regional Planning Conf Registration - E. Greulich	09/16/2022	320.00
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3560 - First Financial Bank / Credit Cards

13-OKI Regional Planning Conf/Training/Tour- G Holbrow	09/16/2022	360.00
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Account <b>53160 - Instruction</b> Totals	Invoice 2	\$680.00
	Transactions	

## Account **53910 - Dues and Subscriptions**

4442 - American Planning Association

13 - APA Membership (Gabriel Holbrow) & Indiana Chapter	09/16/2022	413.00
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Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$413.00
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

## Account **53990 - Other Services and Charges**

7053 - BlueBeam, INC

13 - Studio Prime Annual Subscription Renewal-8/24/22-8/23/23	09/16/2022	2,340.00
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53442 - Paragon Micro, INC

13-P&T Bluebeam Annual Renewal (8 licenses)-Revu 8/23/22-8/23/23	09/16/2022	791.92
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$3,131.92
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Program <b>130000 - Main</b> Totals	Invoice 8	\$4,321.31
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Department <b>13 - Planning</b> Totals	Invoice 8	\$4,321.31
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Transactions	
Transactions	
Transactions	

## Department **19 - Facilities Maintenance**

### Program **190000 - Main**

## Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC

19- misc hardware for PW Facilities	09/16/2022	10.76
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395 - Kirby Risk Corp

19 - Fluorescent Bulbs	09/16/2022	169.20
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394 - Kleindorfer Hardware & Variety

19 - Single Cut Key	09/16/2022	4.09
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394 - Kleindorfer Hardware & Variety

19-coat hooks, Ground clear, ties, wire twisters for Facilities	09/16/2022	53.78
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394 - Kleindorfer Hardware & Variety

19-Diamond blades, drill bits, air hose,nuts,washers, drop pans	09/16/2022	152.84
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394 - Kleindorfer Hardware & Variety

19-Credit for Over Payment Invoice #727648	09/16/2022	(1.50)
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5819 - Synchrony Bank

19 - Cabinet lock for Front desk in Atrium	09/16/2022	10.99
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5819 - Synchrony Bank

19 - Sloan solenoid valve assembly	09/16/2022	366.00
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Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice 8	\$766.16
	Transactions	

## Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards

19- Stainless Steel Ball-End Cable for new poster in atrium	09/16/2022	96.55
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Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$96.55
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19-Exterminator Services @ City Hall for 8/19/2022	BC 2021-108	09/16/2022	75.00
Account <b>53140 - Exterminator Services</b> Totals		Invoice 1 Transactions		<hr/> \$75.00

## Account **53610 - Building Repairs**

32 - Cassidy Electrical Contractors, INC	19-Installed 2 New Receptacles on Condensation Pump	BC 2021-103	09/16/2022	396.01
392 - Koorsen Fire & Security, INC	19-Annual Pro-rated Monitoring @ City Hall-8/17/22-7/31/23	BC 2022-016	09/16/2022	572.57
392 - Koorsen Fire & Security, INC	19-Annual Extinguisher Inspection @ City Hall	BC 2022-016	09/16/2022	260.50
392 - Koorsen Fire & Security, INC	19-Install of new panic alarms throughout City Hall	BC 2022-016	09/16/2022	6,767.75
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services at Animal Care & Control for August 2022	BC 2021-106	09/16/2022	1,498.28
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services at City Hall for August 2022	BC 2021-106	09/16/2022	14,362.58
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services at Fleet for August 2022	BC 2021-106	09/16/2022	1,140.80
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services at Sanitation for August 2022	BC 2021-106	09/16/2022	947.40
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services at Street/Traffic for Aug 2022	BC 2021-106	09/16/2022	1,750.53
Account <b>53610 - Building Repairs</b> Totals		Invoice 9 Transactions		<hr/> \$27,696.42

## Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	19-Gooseberry Plants for Facilities		09/16/2022	60.72
3560 - First Financial Bank / Credit Cards	19- Replacement of damaged plants by brighten b-town crew		09/16/2022	92.98
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2 Transactions		<hr/> \$153.70
Program <b>190000 - Main</b> Totals		Invoice 21 Transactions		<hr/> \$28,787.83
Department <b>19 - Facilities Maintenance</b> Totals		Invoice 21 Transactions		<hr/> \$28,787.83

Department **28 - ITS**





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Program **280000 - Main**

### Account **52420 - Other Supplies**

50972 - CDW, LLC	28 - ITS Canon plotter ink	09/16/2022	957.31
793 - Indiana Safety Company, INC	28 - 140 Alpha Protec N95 masks	09/16/2022	68.10
4475 - Plasco ID Holdings IDW LLC ID Wholesaler)	28 - 500 blank ID cards for City badges	09/16/2022	2,349.50
4475 - Plasco ID Holdings IDW LLC ID Wholesaler)	28 - ID card laminate and printer ribbon	09/16/2022	404.97
453 - ULINE, INC	28 - Six steel shelving units to store ITS inventory	09/16/2022	4,561.74
Account <b>52420 - Other Supplies</b> Totals		Invoice 5 Transactions	<hr/> \$8,341.62

### Account **53210 - Telephone**

1079 - AT&T	28-phone chares 7/20-8/19/22-#812 339-2261 261 1	09/07/2022	6,361.83
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	<hr/> \$6,361.83

### Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer - August 2022	09/16/2022	89.95
3560 - First Financial Bank / Credit Cards	28 - Prorated Canva charge to add Andrew Krebbs as a user	09/16/2022	44.79
3560 - First Financial Bank / Credit Cards	28 - Google APIs - August 1, 2022	09/16/2022	118.59
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 8/27-9/27/2022	09/16/2022	119.00
3560 - First Financial Bank / Credit Cards	28 - Zoom Room annual subscription, prorated 8/10/22-5/19/23	09/16/2022	386.90
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 parti., 1000 webinar, 500GB cloud - 8/20-9/19/22	09/16/2022	430.00
5786 - Promevo, LLC	28 - Three licenses for test domain 8/6/22-8/6/2023	09/16/2022	216.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 7 Transactions	<hr/> \$1,405.23

### Account **54420 - Purchase of Equipment**



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

50972 - CDW, LLC

28 - Two OWL Labs 16ft USB extension cables	09/16/2022	57.64
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53442 - Paragon Micro, INC

28 - Dell Latitude laptop, dock, brief case	09/16/2022	2,048.97
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1647 - Perfect Power, INC

28 - One UPS unit and installation - Trades Garage	09/16/2022	33,515.00
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Account <b>54420 - Purchase of Equipment</b> Totals	Invoice 3	\$35,621.61
	Transactions	

Program <b>280000 - Main</b> Totals	Invoice 16	\$51,730.29
	Transactions	

Department <b>28 - ITS</b> Totals	Invoice 16	\$51,730.29
	Transactions	

Fund <b>101 - General Fund (S0101)</b> Totals	Invoice 145	\$214,858.56
	Transactions	

Fund **176 - ARPA Local Fiscal Recvry (S9512)**

Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53960 - Grants**

8075 - IFF (IFF Real Estate Services LLC)

04: SEEL Program - Facility Energy Assessments; Wonderlab/Tandem	09/16/2022	4,650.00
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Account <b>53960 - Grants</b> Totals	Invoice 1	\$4,650.00
	Transactions	

Account **53990 - Other Services and Charges**

6378 - ANN-KRISS, LLC

04: Waldron Stairwell Repairs (50% approx)-8/30/22	09/16/2022	7,000.00
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1138 - BCT Management, INC

04- Waldron Interim Maintenance Labor -5/16-6/30/22 BC 2022-040	09/16/2022	2,570.31
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$9,570.31
	Transactions	

Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice 3	\$14,220.31
	Transactions	

Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 3	\$14,220.31
	Transactions	

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-Credit for Asphalt Millings for month of July 2022	BC 2021-119	09/16/2022	(2,156.58)
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 1 Transactions	<hr/> (\$2,156.58)

## Account **52340 - Other Repairs and Maintenance**

51575 - Ennis-Flint, INC	20-Sealer for 7th and Union Project Crosswalks		09/16/2022	567.87
480 - Proveli, LLC ( Hall Signs, INC)	20-3M Clear Transger Tape for signs		09/16/2022	1,815.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice 2 Transactions	<hr/> \$2,382.87
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals			Invoice 3 Transactions	<hr/> \$226.29
Department <b>20 - Street</b> Totals			Invoice 3 Transactions	<hr/> \$226.29

## Department **28 - ITS**

## Program **G21005 - ARPA COVID Local Fiscal Recovery**

## Account **53960 - Grants**

5534 - Presidio Holdings, INC	28 - Wifi in the Parks - Butler Park deployment		09/16/2022	7,102.38
Account <b>53960 - Grants</b> Totals			Invoice 1 Transactions	<hr/> \$7,102.38
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals			Invoice 1 Transactions	<hr/> \$7,102.38
Department <b>28 - ITS</b> Totals			Invoice 1 Transactions	<hr/> \$7,102.38
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals			Invoice 7 Transactions	<hr/> \$21,548.98

## Fund **249 - Grants Non Approp**

## Department **10 - Legal**

## Program **G21022 - 2021 Lead Froward Lilly**

## Account **52420 - Other Supplies**





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

8330 - Independent Colleges of Indiana, INC

10-Final grant refund-ICI-Start-\$2,500-spent \$743.54	09/16/2022	414.96
Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$414.96
	Transactions	

Account **53320 - Advertising**

8330 - Independent Colleges of Indiana, INC

10-Final grant refund-ICI-Start-\$2,500-spent \$743.54	09/16/2022	104.00
Account <b>53320 - Advertising</b> Totals	Invoice 1	\$104.00
	Transactions	

Account **53990 - Other Services and Charges**

8330 - Independent Colleges of Indiana, INC

10-Final grant refund-ICI-Start-\$2,500-spent \$743.54	09/16/2022	1,237.50
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$1,237.50
	Transactions	
Program <b>G21022 - 2021 Lead Froward Lilly</b> Totals	Invoice 3	\$1,756.46
	Transactions	
Department <b>10 - Legal</b> Totals	Invoice 3	\$1,756.46
	Transactions	
Fund <b>249 - Grants Non Approp</b> Totals	Invoice 3	\$1,756.46
	Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090003 - Com Serv - Status of Women**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards

09-Event Give-Aways: Books	09/16/2022	43.97
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3560 - First Financial Bank / Credit Cards

09-Desserts for Women's Achievement Celebration	09/16/2022	265.50
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3560 - First Financial Bank / Credit Cards

09-Cup & Kettle -Tea & Coffee-Women's Achievement Celebration	09/16/2022	135.00
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4549 - Kroger Limited Partnership I

09-Fruits, Veggie Tray, Flowers and Vases	09/16/2022	202.67
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6284 - VTG Enterprises, LLC (PopKorn)

09-Popkorn for Commission on Status of Women Event-8/18/22	09/16/2022	180.00
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4087 - White Rabbit Corporation

09-Posters for Women's Achievement Celebration	09/16/2022	150.00
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# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

Account <b>52420 - Other Supplies</b> Totals		Invoice 6	\$977.14
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
7844 - FAR LLC (FAR Center for Contemporary Arts)	09-FAR Center Event Spaced Rental Fees-8/19/22	09/16/2022	650.00
5829 - Wow Catering and Events, INC (Garnish Catering)	09-Food for Women's Achievement Celebration-8/19/22	09/16/2022	1,765.63
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$2,415.63
		Transactions	
Program <b>090003 - Com Serv - Status of Women</b> Totals		Invoice 8	\$3,392.77
		Transactions	
Program <b>090014 - Latino Programs</b>			
Account <b>52420 - Other Supplies</b>			
205 - City Of Bloomington	09-Fiesta del Otono-Switchyard Pavilion Rental-9/17/22	09/16/2022	350.00
5819 - Synchrony Bank	09-Fiesta del Otono Supplies-Hand Stamps, Stickers, Party Banner	09/16/2022	53.96
Account <b>52420 - Other Supplies</b> Totals		Invoice 2	\$403.96
		Transactions	
Program <b>090014 - Latino Programs</b> Totals		Invoice 2	\$403.96
		Transactions	
Program <b>090016 - Com Serv - Safe &amp; Civil</b>			
Account <b>53990 - Other Services and Charges</b>			
205 - City Of Bloomington	09-Switchyard Pk Pavilion Rental-Black Y Brown Arts Fest-9/10/22	09/16/2022	350.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform Subscription-8/18-9/18/22	09/16/2022	19.00
3560 - First Financial Bank / Credit Cards	09-Jotform Safe and Civil City Subscription-8/29-9/29/22	09/16/2022	19.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 3	\$388.00
		Transactions	
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals		Invoice 3	\$388.00
		Transactions	
Department <b>09 - CFRD</b> Totals		Invoice 13	\$4,184.73
		Transactions	
Fund <b>312 - Community Services</b> Totals		Invoice 13	\$4,184.73
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Fund **401 - Non-Reverting Telecom (S1146)**

### Department **25 - Telecommunications**

### Program **254000 - Infrastructure**

### Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	25 - One CAT 5 couple, three bolts/nuts	09/16/2022	8.15
Account <b>52420 - Other Supplies</b> Totals		Invoice 1 Transactions	<hr/> \$8.15

### Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC	25-After hours emergency call out-8/25/22	09/16/2022	50.00
13482 - Northern Lights Locating & Inspection, INC	25 - Line location services - August 2022-inc. over allowance	09/16/2022	3,422.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 2 Transactions	<hr/> \$3,472.00

### Account **54450 - Equipment**

53442 - Paragon Micro, INC	25-10 Dell Latitude laptops, 10 Dell Thunderbolt docks - CapR	09/16/2022	19,689.80
53442 - Paragon Micro, INC	25-10 Dell Latitude laptops, 10 Dell Thunderbolt docks - CapR	09/16/2022	19,689.80
53442 - Paragon Micro, INC	25-10 Dell Latitude laptops, 10 Dell Thunderbolt docks - CapR	09/16/2022	19,689.80
53442 - Paragon Micro, INC	25- 0 Dell Latitude laptops, 10 Dell Thunderbolt docks - CapR	09/16/2022	19,689.80
53442 - Paragon Micro, INC	25-10 Dell Precision laptops, 10 Dell Thunderbolt docks -CapR	09/16/2022	29,589.80
53442 - Paragon Micro, INC	25 - One 22 inch Dell monitor, three 6.5 ft DP to HDMI cables	09/16/2022	297.96
53442 - Paragon Micro, INC	25 - Logitech MK850 keyboard/mouse - CapR conf. room	09/16/2022	90.99
Account <b>54450 - Equipment</b> Totals		Invoice 7 Transactions	<hr/> \$108,737.95
Program <b>254000 - Infrastructure</b> Totals		Invoice 10 Transactions	<hr/> \$112,218.10

### Program **256000 - Services**





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Account **53150 - Communications Contract**

203 - INDIANA UNIVERSITY

25 - Dark Fiber - Aug 2022 09/16/2022 65.00

Account **53150 - Communications Contract** Totals Invoice 1 \$65.00

Transactions Invoice 1 \$65.00

Program **256000 - Services** Totals Transactions Invoice 11 \$112,283.10

Department **25 - Telecommunications** Totals Transactions Invoice 11 \$112,283.10

Fund **401 - Non-Reverting Telecom (S1146)** Totals Invoice 11 \$112,283.10

Transactions

## Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

## Account **52210 - Institutional Supplies**

313 - Fastenal Company 20-safety supplies-gloves, paint, safety glasses 09/16/2022 271.89

313 - Fastenal Company 20-safety supplies-gloves, safety glasses, earplugs,  
safety towe 09/16/2022 161.67

313 - Fastenal Company 20-safety supplies-safety glasses, gloves, paint 09/16/2022 87.19

Account **52210 - Institutional Supplies** Totals Invoice 3 \$520.75

Transactions

## Account **52420 - Other Supplies**

7225 - Arctic Glacier USA, INC 20-ice for employees-178 5lb bags-8/22/22 09/16/2022 404.82

409 - Black Lumber Co. INC 20 - ratchet strap 09/16/2022 22.99

409 - Black Lumber Co. INC 20 - 94# quikrete portland cement 09/16/2022 18.99

293 - J&S Locksmith Shop, INC 20-10 inch chain 09/16/2022 27.49

6262 - Koenig Equipment, INC 20-20 inch chain for tree crew chainsaw 09/16/2022 76.58

5819 - Synchrony Bank 20-Glass cleaner wipes 09/16/2022 9.99



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

5819 - Synchrony Bank

20-Compact Hammer Drill for Sign Crew 09/16/2022 138.60

Account **52420 - Other Supplies** Totals Invoice 7  
Transactions \$699.46

Account **53130 - Medical**

231 - IU Health OCC Health Services

20-B. Shipley-DS DOT 5 Panel E Screen-7/18/22 09/16/2022 50.00

231 - IU Health OCC Health Services

20-L. Pursell-DS DOT 5 Panel E Screen-7/26/22 09/16/2022 50.00

Account **53130 - Medical** Totals Invoice 2  
Transactions \$100.00

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

20-Two-way Radio Services-August 2022 09/16/2022 2,321.25

Account **53150 - Communications Contract** Totals Invoice 1  
Transactions \$2,321.25

Account **53250 - Pagers**

332 - Indiana Paging Network, INC

20-Pagers for snow control -October 2022 09/16/2022 87.45

Account **53250 - Pagers** Totals Invoice 1  
Transactions \$87.45

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

20 - repair AC-6/3/22 BC 2021-111 09/16/2022 673.74

321 - Harrell Fish, INC (HFI)

20-replumb toilet and sink-6/3/22 BC 2021-111 09/16/2022 956.15

5900 - VET Environmental Engineering, LLC

20-Mold Sampling Event/Street Dept Bldg. 09/16/2022 2,345.31

Account **53610 - Building Repairs** Totals Invoice 3  
Transactions \$3,975.20

Account **53630 - Machinery and Equipment Repairs**

786 - Richard's Small Engine, INC

20-Husqvarna T540 XP chainsaw repairs 09/16/2022 263.58

Account **53630 - Machinery and Equipment Repairs** Totals Invoice 1  
Transactions \$263.58

Account **53920 - Laundry and Other Sanitation Services**



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/17/22	BC 2009-52	09/16/2022	7.66
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/17/22		09/16/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/24/22	BC 2009-52	09/16/2022	10.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/24/22		09/16/2022	34.28

Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 4	\$86.61
	Transactions	

## Account **53990 - Other Services and Charges**

19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-7/11/22		09/16/2022	200.00
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$200.00
	Transactions	

Program <b>200000 - Main</b> Totals	Invoice 23	\$8,254.30
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Department <b>20 - Street</b> Totals	Invoice 23	\$8,254.30
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Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	Transactions	
	Invoice 23	\$8,254.30

## Fund **452 - Parking Facilities(S9502)**

### Department **26 - Parking**

### Program **260000 - Main**

### Account **53510 - Electrical Services**

223 - Duke Energy	26-4th St Garage-elec chgs 7/28-8/26/22		09/07/2022	1,158.26
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Account <b>53510 - Electrical Services</b> Totals	Invoice 1	\$1,158.26
	Transactions	

### Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	26-Trades Garage-489 W 10th-water/sewer bill-June 2022		09/07/2022	126.56
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Account <b>53530 - Water and Sewer</b> Totals	Invoice 1	\$126.56
	Transactions	

### Account **53610 - Building Repairs**





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

392 - Koorsen Fire & Security, INC	26-4th St Garage-alarm base/cell monitoring-8/1-10/31/22	BC 2022-016	09/16/2022	120.00
	Account <b>53610 - Building Repairs</b> Totals	Invoice 1 Transactions		<hr/> \$120.00
Account <b>53630 - Machinery and Equipment Repairs</b>				
3397 - Evens Time, INC	26 - Repair reader at 4th Street Garage-8/5/22	BC 2021-123	09/16/2022	447.99
	Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice 1 Transactions		<hr/> \$447.99
Account <b>53840 - Lease Payments</b>				
512 - 7th & Walnut , LLC	26-Walnut St Garage- October 2022 garage rent		09/16/2022	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-October 2022 garage rent		09/16/2022	38,035.85
	Account <b>53840 - Lease Payments</b> Totals	Invoice 2 Transactions		<hr/> \$55,860.64
	Program <b>260000 - Main</b> Totals	Invoice 6 Transactions		<hr/> \$57,713.45
	Department <b>26 - Parking</b> Totals	Invoice 6 Transactions		<hr/> \$57,713.45
	Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 6 Transactions		<hr/> \$57,713.45
Fund <b>454 - Alternative Transport(S6301)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>43170.0002 - Residential Neighborhood Permits Zone # 2</b>				
Marion Krefeldt	26-refund-rec'd duplicate permit-same license plate #-Z220220055		09/16/2022	48.00
	Account <b>43170.0002 - Residential Neighborhood Permits Zone # 2</b> Totals	Invoice 1 Transactions		<hr/> \$48.00
	Program <b>020000 - Main</b> Totals	Invoice 1 Transactions		<hr/> \$48.00
	Department <b>02 - Public Works</b> Totals	Invoice 1 Transactions		<hr/> \$48.00
Department <b>05 - Common Council</b>				



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

## Program 050000 - Main

### Account 54310 - Improvements Other Than Building

10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)-inv date 7/31/22	BC 2021-37	09/16/2022	350.00
Account 54310 - Improvements Other Than Building Totals		Invoice 1		\$350.00
		Transactions		
Program 050000 - Main Totals		Invoice 1		\$350.00
		Transactions		
Department 05 - Common Council Totals		Invoice 1		\$350.00
		Transactions		

## Department 07 - Engineering

### Program 070000 - Main

### Account 54310 - Improvements Other Than Building

18844 - First Financial Bank, N.A.	07-Neighborhood Greenways PH 1-6/25-7/20/22-Escrow #2		09/16/2022	6,691.85
7627 - River Town Construction, LLC	07-Neighborhood Greenways PH 1-6/25-7/20/22-App #2		09/16/2022	105,659.45
Account 54310 - Improvements Other Than Building Totals		Invoice 2		\$112,351.30
		Transactions		
Program 070000 - Main Totals		Invoice 2		\$112,351.30
		Transactions		
Department 07 - Engineering Totals		Invoice 2		\$112,351.30
		Transactions		
Fund 454 - Alternative Transport(S6301) Totals		Invoice 4		\$112,749.30
		Transactions		

## Fund 456 - MVH Restricted

### Department 20 - Street

### Program 200000 - Main

### Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-1st/2nd St/patching-226.38 tons-8/22/22	BC 2021-119	09/16/2022	2,839.89
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1		\$2,839.89
		Transactions		



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

## Account **52340 - Other Repairs and Maintenance**

480 - Proveli, LLC ( Hall Signs, INC)	20-Interstate Route Sign I69 replacement	09/16/2022	47.09
Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 1 Transactions	<hr/> \$47.09

## Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Pavement Marking-paint trays, roller & frame, foam cover	09/16/2022	30.95
177 - Indiana Oxygen Company, INC	20-Propane cylinder fill for paving/sign crews	09/16/2022	56.92
177 - Indiana Oxygen Company, INC	20-Propane cylinder fill for paving/sign crews	09/16/2022	198.11
4574 - John Deere Financial (Rural King)	20-Straw bales for sidewalk projects	09/16/2022	55.92
394 - Kleindorfer Hardware & Variety	20-100 48" stakes for No Parking signs, Milling/Paving	09/16/2022	100.00
394 - Kleindorfer Hardware & Variety	20-Paving-3 & 2 gal sprayer, propane torch, regulator	09/16/2022	276.94
336 - Southside Rental Center, INC	20-Propane for Paving/Sidewalk/Sign Crews-8/24/22	09/16/2022	47.60
Account <b>52420 - Other Supplies</b> Totals		Invoice 7 Transactions	<hr/> \$766.44
Program <b>200000 - Main</b> Totals		Invoice 9 Transactions	<hr/> \$3,653.42
Department <b>20 - Street</b> Totals		Invoice 9 Transactions	<hr/> \$3,653.42
Fund <b>456 - MVH Restricted</b> Totals		Invoice 9 Transactions	<hr/> \$3,653.42

## Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

### Department **02 - Public Works**

### Program **020000 - Main**

## Account **52330 - Street , Alley, and Sewer Material**

11243 - Core & Main, LP	20-24x24 brick red detectble tile (29)	09/16/2022	1,497.27
11243 - Core & Main, LP	20 - detectable plate 30x24 radius (30)	09/16/2022	2,100.00





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 2	\$3,597.27
	Transactions	
Program <b>020000 - Main</b> Totals	Invoice 2	\$3,597.27
	Transactions	
Department <b>02 - Public Works</b> Totals	Invoice 2	\$3,597.27
	Transactions	
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Invoice 2	\$3,597.27
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-PPU Surface-Jefferson Street-206.20 tons-8/1/22	09/16/2022	15,361.90
51575 - Ennis-Flint, INC	20-Q2 VG 6' x 2' Straight Arrow Bike Lane	09/16/2022	327.36
19278 - Milestone Contractors, LP	20-surface-2nd St/patching-522.24 tons-8/17-8/18/22	BC 2021-119 09/16/2022	24,806.49
19278 - Milestone Contractors, LP	20-surface-High St-465.96 tons-8/10-8/11/22	BC 2021-119 09/16/2022	22,133.17
19278 - Milestone Contractors, LP	20-surface-patching-7.12 tons-8/15-8/16/22	BC 2021-119 09/16/2022	338.20
19278 - Milestone Contractors, LP	20-surface-Jefferson St-275.16 tons-8/2/22	BC 2021-119 09/16/2022	13,070.14
19278 - Milestone Contractors, LP	20-surface-Hillsdale/patching-73.30 tons-8/3-8/4/22	BC 2021-119 09/16/2022	170.53
19278 - Milestone Contractors, LP	20-surface-1st/2nd St/patching-226.38 tons-8/22/22	BC 2021-119 09/16/2022	7,913.21
19278 - Milestone Contractors, LP	20-tack oil for paving-340.80 gallons-8/24/22	BC 2021-119 09/16/2022	1,022.40
19278 - Milestone Contractors, LP	20-surface-2nd St/patching-74.33 tons-8/23-8/25/22	BC 2021-119 09/16/2022	272.65
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice 10 Transactions	<hr/> \$85,416.05

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Sign Board-16/3 50' blue lighted ext cords (2)	09/16/2022	57.98
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# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

394 - Kleindorfer Hardware & Variety	20-grease gun, grease, socket, hammer	09/16/2022	76.85
394 - Kleindorfer Hardware & Variety	20-Sign crews-1 bundle 4' wood stakes	09/16/2022	50.00
394 - Kleindorfer Hardware & Variety	20-5 bags oil dry-sweeper blew hydraulic line	09/16/2022	77.45
Account <b>52420 - Other Supplies</b> Totals		Invoice 4 Transactions	<hr/> \$262.28

## Account **53990 - Other Services and Charges**

467 - Groomer Construction, INC	20-Neighborhood Sidewalk Services-601 W. 4th St	BC 2022-017	09/16/2022	10,925.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions		<hr/> \$10,925.00
Program <b>020000 - Main</b> Totals		Invoice 15 Transactions		<hr/> \$96,603.33
Department <b>02 - Public Works</b> Totals		Invoice 15 Transactions		<hr/> \$96,603.33

## Department **07 - Engineering**

### Program **070000 - Main**

#### Account **54310 - Improvements Other Than Building**

7627 - River Town Construction, LLC	07-Neighborhood Greenways PH 1-6/25-7/20/22-App #2	BC 2021-157	09/16/2022	12,201.77
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1 Transactions		<hr/> \$12,201.77
Program <b>070000 - Main</b> Totals		Invoice 1 Transactions		<hr/> \$12,201.77
Department <b>07 - Engineering</b> Totals		Invoice 1 Transactions		<hr/> \$12,201.77

## Department **13 - Planning**

### Program **130000 - Main**

#### Account **54310 - Improvements Other Than Building**

10081 - Strand Associates, INC	07-Crosswalks Construction Observation-7/1-7/31/22	BC 2020-49	09/16/2022	13,176.35
10081 - Strand Associates, INC	07-Crosswalks Construction Observation-6/1-6/30/22	BC 2020-49	09/16/2022	1,779.05



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
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10081 - Strand Associates, INC

07-Crosswalks Construction Observation-serv thru 5/31/22	BC 2020-49	09/16/2022	1,050.08
Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 3		\$16,005.48
	Transactions		
Program <b>130000 - Main</b> Totals	Invoice 3		\$16,005.48
	Transactions		
Department <b>13 - Planning</b> Totals	Invoice 3		\$16,005.48
	Transactions		
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals	Invoice 19		\$124,810.58
	Transactions		

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52310 - Building Materials and Supplies**

874 - Lee Supply Corporation	16-Partitions for Bathroom remodel	09/16/2022	2,345.80
874 - Lee Supply Corporation	16-Commercial Mirrors for Sanitation Bathroom	09/16/2022	346.50
874 - Lee Supply Corporation	16- Plumbing Fixtures for Bathroom Remodel	09/16/2022	1,891.64
337 - Stansifer Radio Co, INC	16- Electrical Component needed for Sanitation Repair	09/16/2022	4.26
Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice 4		\$4,588.20
	Transactions		

Account **52420 - Other Supplies**

793 - Indiana Safety Company, INC	16-gloves for employees-8/16/22	09/16/2022	681.75
6530 - Office Depot, INC	16 - shipping labels, envelopes	09/16/2022	102.98
6530 - Office Depot, INC	16 - mailing envelopes w/clasps	09/16/2022	25.69
Account <b>52420 - Other Supplies</b> Totals	Invoice 3		\$810.42
	Transactions		

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16-Exterminator Services @ Sanitation for 8/22/2022	BC 2021-108	09/16/2022	125.00
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# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

Account <b>53140 - Exterminator Services</b> Totals			Invoice 1 Transactions	\$125.00
Account <b>53240 - Freight / Other</b>				
793 - Indiana Safety Company, INC	16-gloves for employees-8/16/22		09/16/2022	120.02
Account <b>53240 - Freight / Other</b> Totals			Invoice 1 Transactions	\$120.02
Account <b>53610 - Building Repairs</b>				
6378 - ANN-KRISS, LLC	19-Wall Repair in Lobby @ Sanitation-8/22/22	BC 2021-122	09/16/2022	265.00
Account <b>53610 - Building Repairs</b> Totals			Invoice 1 Transactions	\$265.00
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/17/22	BC 2009-52	09/16/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/'17/22		09/16/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/24/22	BC 2009-52	09/16/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/24/22		09/16/2022	23.26
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 4 Transactions	\$55.76
Account <b>53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 8/1-8/15/22		09/16/2022	2,987.71
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-8/1-8/15/22		09/16/2022	17,340.01
Account <b>53950 - Landfill</b> Totals			Invoice 2 Transactions	\$20,327.72
Account <b>53990 - Other Services and Charges</b>				
6378 - ANN-KRISS, LLC	16- Bathroom Remodel @ Sanitation (balance)-8/23/22	BC 2022-60	09/16/2022	1,524.16
Loy Ripley	16-refund damage done to mailbox on 7/7/22		09/16/2022	119.00
4175 - The Stables Events, LLC (Izzy's Rentals)	16-portable restrooms 7/13-8/22/22		09/16/2022	336.78



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 - 09/16/22

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	\$1,979.94
	Transactions	
Program <b>160000 - Main</b> Totals	Invoice 19	\$28,272.06
	Transactions	
Department <b>16 - Sanitation</b> Totals	Invoice 19	\$28,272.06
	Transactions	
Fund <b>730 - Solid Waste (S6401)</b> Totals	Invoice 19	\$28,272.06
	Transactions	

## Fund **800 - Risk Management(S0203)**

### Department **10 - Legal**

#### Program **100000 - Main**

##### Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Edwards (11.5M)-8/11/22	09/16/2022	92.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Page (12M)-8/16/22	09/16/2022	96.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Bruce-Riney (6.5M)-8/22/22	09/16/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Swofford (8M)-8/23/22	09/16/2022	90.00
1448 - Shoe Carnival, INC	10-safety shoes-Burrell (8)-7/26/22	09/16/2022	100.00

Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 5	\$478.00
	Transactions	

##### Account **53130 - Medical**

7671 - Roger Brian Shipley	10-reimb for CDL physical-8/2/22	09/16/2022	100.00
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Account <b>53130 - Medical</b> Totals	Invoice 1	\$100.00
	Transactions	

##### Account **53420 - Worker's Comp & Risk**

7792 - ONB Benefit Administration LLC (JWF Specialty)	10 -Worker's Comp Payment 8.11.22-8.17.22	09/07/2022	6,343.69
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Worker's Comp Payments 8.18.22-8.24.22	09/07/2022	13,973.27

Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 2	\$20,316.96
	Transactions	



# Board of Public Works Claim Register

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Program <b>100000 - Main</b> Totals		Invoice 8	\$20,894.96
Department <b>10 - Legal</b> Totals		Transactions	
Fund <b>800 - Risk Management(S0203)</b> Totals		Invoice 8	\$20,894.96
		Transactions	
Fund <b>801 - Health Insurance Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990 - Other Services and Charges</b>			
3977 - Cigna Health & Life Insurance Company	12-September 2022 Cigna DentalVision Invoice	09/16/2022	2,029.50
	\$9,735.24		
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$2,029.50
		Transactions	
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>			
3928 - Aim Medical Trust	12-September 2022 AIM Premium Invoice	09/06/2022	914,045.34
	\$914,045.34		
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals		Invoice 1	\$914,045.34
		Transactions	
Program <b>120000 - Main</b> Totals		Invoice 2	\$916,074.84
Department <b>12 - Human Resources</b> Totals		Transactions	
Fund <b>801 - Health Insurance Trust</b> Totals		Invoice 2	\$916,074.84
		Transactions	
Fund <b>802 - Fleet Maintenance(S9500)</b>			
Department <b>17 - Fleet Maintenance</b>			
Program <b>170000 - Main</b>			
Account <b>52320 - Motor Vehicle Repair</b>			
244 - Bloomington Ford, INC	17- Fuel Valve Assembly for ford	09/16/2022	14.12
244 - Bloomington Ford, INC	17-Cable Assembly for ford	09/16/2022	52.00



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
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244 - Bloomington Ford, INC	17- Hex. Nut & Bolt for ford	09/16/2022	73.08
244 - Bloomington Ford, INC	17- TPMS Sensor kit for ford	09/16/2022	250.88
244 - Bloomington Ford, INC	17- Direction Wiper Switch Assembly for ford	09/16/2022	81.14
244 - Bloomington Ford, INC	17- Tube assembly parts for ford	09/16/2022	89.73
244 - Bloomington Ford, INC	17- heater Water hose for ford	09/16/2022	95.59
244 - Bloomington Ford, INC	17- Wheel hub assembly for ford	09/16/2022	203.18
244 - Bloomington Ford, INC	17- refinish/paint for ford Interceptor	09/16/2022	107.00
244 - Bloomington Ford, INC	17-Transmission Module for ford	09/16/2022	211.25
244 - Bloomington Ford, INC	17-2 Exhaust gas sensors for ford	09/16/2022	2,949.27
941 - Central Indiana Truck Equipment Corporation	17-Central VA Single Pump truck parts	09/16/2022	1,716.44
8174 - Epic Solutions	17-#461 sprayer parts	09/16/2022	1,430.07
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - GP-DEF Pump	09/16/2022	1,500.00
53385 - O'Reilly Automotive Stores, INC	17-truck parts - Remanufacture Power steering rack and pinion	09/16/2022	433.99
53385 - O'Reilly Automotive Stores, INC	17 -a/c Heater Switch truck parts	09/16/2022	6.28
53385 - O'Reilly Automotive Stores, INC	17 - Socket pigtail	09/16/2022	22.18
53385 - O'Reilly Automotive Stores, INC	17- cabin Filter truck parts	09/16/2022	39.99
53385 - O'Reilly Automotive Stores, INC	17- Sensor Assembly	09/16/2022	43.92
53385 - O'Reilly Automotive Stores, INC	17- cop coil & 16 Iridium IX	09/16/2022	189.29
582 - Town & Country Chrysler Dodge Jeep, INC	17- Transmission filter Chrysler parts	09/16/2022	33.24
582 - Town & Country Chrysler Dodge Jeep, INC	17-Oil pan Gasket Chrysler parts	09/16/2022	36.51
582 - Town & Country Chrysler Dodge Jeep, INC	17-Power steering fluid for Chrysler	09/16/2022	78.72





# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - (10) hosewater inlet ACMD	09/16/2022	1,524.30
622 - Truck Country of Indiana, INC (Stoops Freightliner	17- credit for ABS modulator Valve return	09/16/2022	(129.85)
7555 - VoMac Truck Sales & Service INC	17- mack Mirror	09/16/2022	178.68
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Front Axle Shaft auto parts	09/16/2022	147.21
Account <b>52320 - Motor Vehicle Repair</b> Totals		Invoice 27 Transactions	<hr/> \$11,378.21
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	17-title fees-2022 Chevy Bolt	09/16/2022	15.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	<hr/> \$15.00
Program <b>170000 - Main</b> Totals		Invoice 28	<hr/> \$11,393.21
Department <b>17 - Fleet Maintenance</b> Totals		Transactions Invoice 28	<hr/> \$11,393.21
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		Transactions Invoice 28	<hr/> \$11,393.21
Fund <b>804 - Insurance Voluntary Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990.1241 - Other Services and Charges Vision</b>			
3977 - Cigna Health & Life Insurance Company	12-September 2022 Cigna DentalVision Invoice \$9,735.24	09/16/2022	7,705.74
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1 Transactions	<hr/> \$7,705.74
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/06/2022	69.39
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/06/2022	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/06/2022	118.24



# Board of Public Works Claim Register

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09/16/22

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/06/2022	93.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/07/2022	18.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/08/2022	46.50
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/09/2022	30.00

Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>	Invoice 7	\$425.29
	Transactions	

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/06/2022	22.44
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/07/2022	6.85

Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>	Invoice 2	\$29.29
	Transactions	

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions - 9-9-22	09/08/2022	18,511.76
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Account <b>53990.1283 - Other Services and Charges Health Savings Account Totals</b>	Invoice 1	\$18,511.76
	Transactions	

Program <b>120000 - Main Totals</b>	Invoice 11	\$26,672.08
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Department <b>12 - Human Resources Totals</b>	Invoice 11	\$26,672.08
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Fund <b>804 - Insurance Voluntary Trust Totals</b>	Invoice 11	\$26,672.08
	Transactions	

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

5409 - VS Engineering, INC	13-Sare Rd Multi-Use Pathway Proj-serv thru 4/30/22	BC 2020-142	09/16/2022	4,716.60
5409 - VS Engineering, INC	13-Sare Rd Multiuse Path Intersection Imp Proj-serv thru 3/31/22	BC 2020-142	09/16/2022	3,376.23



# Board of Public Works Claim Register

Invoice Date Range 09/03/22 -  
09/16/22

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

3515 - Dentons Bingham Greenebaum LLP

Account **54510 - Other Capital Outlays** Totals  
Program **06016B - 2016 B Ped/Signal/Intersection** Totals

Invoice 2	\$8,092.83
Transactions	
Invoice 2	\$8,092.83
Transactions	

07-Duke Energy Relocation, Jackson Creek Trail PH II  
Account **54310 - Improvements Other Than Building** Totals

09/16/2022 6,380.00

Program **06016C - 2016 C Jackson Trail** Totals

Invoice 1	\$6,380.00
Transactions	
Invoice 1	\$6,380.00
Transactions	

Department **06 - Controller's Office** Totals

Invoice 3	\$14,472.83
Transactions	

Fund **978 - City 2016 GO Bond Proceeds** Totals

Invoice 3	\$14,472.83
Transactions	

Grand Totals

Invoice 313	\$1,683,190.13
Transactions	

**REGISTER OF CLAIMS**  
**Board: Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/16/22	Claims				\$1,683,190.13

\$1,683,190.13

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,683,190.13

**Dated this** 13 **day of** September **year of 20** 22 **.**

_____	_____	_____
Kyla Cox Deckard, President	Jennifer Lloyd, Vice President	Elizabeth Karon, Secretary

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

Fiscal Office \_\_\_\_\_



**REGISTER OF CLAIMS**  
**Board: Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/16/22	Claims				\$1,683,190.13

\$1,683,190.13

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,683,190.13

Dated this 12<sup>th</sup> day of Sept. year of 20 22.

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

\_\_\_\_\_  
Jennifer Lloyd, Vice President

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

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

Fiscal Office Cheryl Sililand