

# Board of Public Works Meeting

## August 29, 2023



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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov) or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**August 29, 2023**

A Regular Meeting of the Board of Public Work will be held Tuesday, August 29, 2023 at 5:30 p.m. in the McCloskey Conference Room (Rm #135) 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/89818690409?pwd=Y1JvVkNrYXRxcFhkOEg2eDBwQnlQZz09>

**Meeting ID: 898 1869 0409 Passcode: 174786**

**I. OPENING OF SEALED QUOTES**

1. **Kitchen Renovations at Fire Station #2**

**II. MESSAGES FROM BOARD MEMBERS**

**III. PETITIONS AND REMONSTRANCES**

**IV. TITLE VI ABATEMENTS**

1. **Abatement at 1401 W. 6<sup>th</sup> Street**

**V. CONSENT AGENDA**

1. **Resolution 2023-57; Little 500 Street Sprints**
2. **Resolution 2023-60; Declaration of Fleet Surplus**
3. **Resolution 2023-61; Harvest Hootenanny**
4. **Resolution 2023-47; IU Student Involvement Fair; Date Change**
5. **Noise Permit for Busk at Dusk**
6. **Approval of Payroll**

**VI. NEW BUSINESS**

1. **Scooter License Application for Neutron Holdings, Inc. dba Lime**
2. **Resolution 2023-58; Uphold Order to Vacate and Repair 105 E Driscoll Dr.**
3. **Sidewalk Closure Request from Gilliatte General Contractors on W. 8<sup>th</sup> Street**
4. **Road Closure Request from Reed and Sons on W. Sunset Ave.**
5. **Lane and Sidewalk Closure Request from AEG**
6. **Lane, Bike Lane, and Sidewalk Closure Request from Landmark Urban Construction on N. College Avenue**
7. **Amendment to Contract with Ann-Kriss, LLC for Exterior Repairs at the Sanitation Garage**

**VII. STAFF REPORTS & OTHER BUSINESS**

**VIII. APPROVAL OF CLAIMS**

**IX. ADJOURNMENT**

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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)

# Staff Report

**To: Board of Public Works**

**From: Rebecca Davis & Colleen Newbill**

**Date: August 29, 2023**

**Re: Request to abate property at 1401 W. 6th Street, Bloomington, Indiana**

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## **Attachments:**

1. Notices of Violation issued April 24, 2023; July 13, 2023; July 27, 2023; August 4, 2023; and August 18, 2023.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

1. Bloomington Municipal Code § 6.06.020 makes it unlawful for “any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On April 24, 2023, a Neighborhood Compliance Office inspected the property located at 1401 W. 6th Street, Bloomington, Indiana (hereinafter, the “Property”) for trash and scattered litter on the Property and issued a Notice of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020.
3. On July 13, July 27, August 4, and August 18, a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the trash and litter on the Property in violation of BMC § 6.06.020 (hereinafter, the May 23 Notice of Violation and the July 13, July 27, August 4, and August 18 Notices of Violation are collectively the “NOVs”).
4. The NOVs were issued to Robert Burks (hereinafter, the “Owner”), the owner of the Property.
5. The violations have not been corrected and the NOVs were not appealed.
6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
8. The abatement order should be continuous.

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

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the Property. The Property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the Property be abated as soon as reasonably possible and that the order be continuous in nature.

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued April 24, 2023; July 13, 2023; July 27, 2023; August 4, 2023; and August 18, 2023 (hereinafter, the “NOVs”). The Board of Public Works received information regarding the NOVs at its regular meeting on Tuesday, August 29, 2023.

The Board of Public Works now finds as follows:

1. Robert Burks (hereinafter, the “Owner”) owns the real estate located at 1401 W. 6th Street, Bloomington, Indiana, parcel number 53-05-32-304-011.000-005, and whose legal description is 013-06100-00 WATERMAN LOT 27 (hereinafter, the “Property”).
2. On July 13, 2023; July 27, 2023; August 4, 2023; and August 18, 2023, Rebecca Davis, City of Bloomington Neighborhood Compliance Officer, issued the NOVs after personally observing garbage, rubbish, and trash deposited on the Property in violation of BMC § 6.06.020.
3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
4. The NOVs were properly issued to the Owner in accordance with BMC § 6.06.070(b).
5. The NOVs were not appealed.
6. The violation(s) cited in the NOVs were not remedied.
7. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

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

- A. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, rubbish, and trash as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- B. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- C. If the Owner fails to comply with paragraph B above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- D. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning

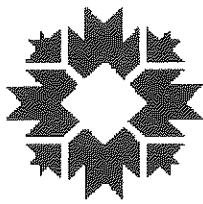
deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

- E. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 24th DAY OF APRIL, 2024.**
- F. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- G. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 29th Day of August, 2023.**

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



# 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 08/18/2023 Time 2:14 PM Address/location 1401 W 6th St 47404

Issued by: 219

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# 62023-08-1315

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: \_\_\_\_\_

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

Owner Name ROBERT BURKS  
 Address 1401 W. 6th ST  
 City BLOOMINGTON State IN  
 Zip Code 47404

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

BPW: 08/29/2023

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



**City of Bloomington  
Housing and Neighborhood Development**

**NOTICE OF REQUEST FOR ABATEMENT**

To: Burks, Robert (“Property Owner”)

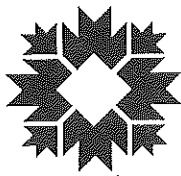
The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1401 W 6th St Bloomington, In 47404**, under parcel number **53-05-32-307-011.000-005** and whose legal description is **013-06100-00 WATERMAN LOT 27** (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday August 29, 2023 LIVE in the Council Chambers and virtually via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

**Fines are not appealed at this meeting**



# 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 4/24/23 Time 10:32 Address/location 1401 W 6<sup>th</sup>

Issued by: ZZG 04

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# 62023-04-0684

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

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

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

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

Comments: REMOVE TRASH & SCATTERED LITTER FROM LOT

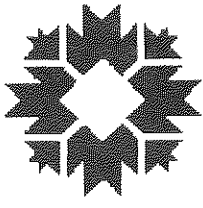
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name ROBERT BURKS  
 Address 1401 W 6<sup>th</sup>  
 City BLGTN State IN  
 Zip Code 47404

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

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





# Notice of Violation

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

Date 7/13/23 Time 1:36 pm Address/location 1401 W 6th St 47404

Issued by: 219

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# 62023-07-1154

**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# \_\_\_\_\_

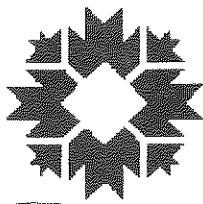
**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: PLEASE REMOVE ALL TRASH AND ITEMS NOT SUITABLE FOR OUTDOOR USE. THANKS

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

Owner Name 1401 W 6th ST  
 Address 1401 W 6th St  
 City BLOOMINGTON State IN  
 Zip Code 47404

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



# Notice of Violation

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

Date 7/27/23 Time 9:45 am Address/location 1401 W 6th St 47404

Issued by: 219

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# 62023-07-1226

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

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

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

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

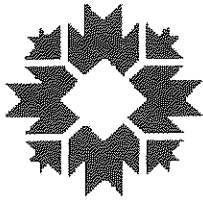
Comments: REMOVE ALL TRASH AND ITEMS NOT MEANT FOR OUTDOOR USE.

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

Owner Name ROBERT OWENS  
 Address 1401 W 6th St  
 City BLOOMINGTON State IN  
 Zip Code 47404

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

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



# Notice of Violation

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

Date 8/4/2023 Time 4:37 AM Address/location 1401 W 6th St 47404

Issued by: 219

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# 62023-08-1272

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: TRASH

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

Owner Name ROBERT BURKS  
 Address 1401 W 6th St  
 City BLOOMINGTON State IN  
 Zip Code 47404

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

# Monroe County, IN

1401 W 6th ST, Bloomington, IN 47404-3675  
53-05-32-307-011.000-005



## Parcel Information

**Parcel Number:** 53-05-32-307-011.000-005  
**Alt Parcel Number:** 013-06100-00  
**Property Address:** 1401 W 6th ST  
Bloomington, IN 47404-3675  
**Neighborhood:** 1312 Trending 2006 - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Burks, Robert  
**Owner Address:** 1401 W 6th St  
Bloomington, IN 47404  
**Legal Description:** 013-06100-00 WATERMAN LOT 27

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.162	







## **Board of Public Works** **Staff Report**

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**Project/Event:** IU Fall Cycling Series Street Sprints

**Petitioner/Representative:** Indiana University Student Foundation

**Staff Representative:** April Rosenberger

**Meeting Date:** August 29, 2023

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The Indiana University Student Foundation is sponsoring the IU Fall Cycling Series Street Sprints, a bicycle sprint race on Sunday, October 29, 2023 between 11:00 a.m. and 6:00 p.m. to raise funds for student scholarships. The riders race 200 meters on E. 7<sup>th</sup> Street between N. Forest Ave. and Showalter Fountain. In the fall semester, the series consists of three events, one of which is Street Sprints.



## 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:	Emily Carrico		
Contact Phone:	(812) 855-7816	Mobile Phone:	812-340-1728
Title/Position:	Little 500 Race Director		
Organization:	IU Student Foundation		
Address:	1606 N Fee Lane		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	<a href="mailto:emicarri@iu.edu">emicarri@iu.edu</a>		
Organization E-Mail and URL:	<a href="mailto:iusf@indiana.edu">iusf@indiana.edu</a> / <a href="https://iusf.indiana.edu/">https://iusf.indiana.edu/</a>		
Org Phone No:	(812) 855-9152	Fax No:	(812) 855-0842

### 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 type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Sunday, October 29, 2023	
Time of Event:	Date: 10/29/2023 Start: 11am Date: 10/29/2023 End: 6:00 pm	
Setup/Teardown time Needed	Date: 10/29/2023 Start: 8:00 am    Date: 1-/29/2023 End: 7:30 pm	
Calendar Day of Week:	Sunday	
Description of Event:	<p>The Little 500 raises funds for student scholarships. In the fall semester, we hold our Fall Cycling Series to engage our students during the fall semester. This series consists of three events, one of which is Street Sprints, which we will hold on Sunday, October 29<sup>nd</sup>. We love to engage the Bloomington community and give our students the opportunity to race their bikes outside of Bill Armstrong Stadium. Riders race 200 meters from up to the Showalter Fountain on 7<sup>th</sup> Street.</p>	
Expected Number of Participants:	180	Expected # of vehicles (Use of Parking Spaces to close): 0—we need to close the road and NO cars can be parked on the road for safety reasons

### 4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>• Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit application

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

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

**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"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input 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"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For 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)

## 8. 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)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

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

### For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

## Waste and Recycling Management Plan

IUSF Little 500 Street Sprints

7<sup>th</sup> Street from the IMU Parking Lot to the Showalter Fountain

Sunday, October 29<sup>nd</sup>, 2023

11:00 am – 6:00 pm (with set up beginning at 8:00 am, tear down complete by 7:30 pm)

# of expected attendees: 180

# of food vendors: 0

# of other vendors: 0

**Designated waste and recycling manager:** IUSF Little 500 Race Director Emily Carrico will brief all IUSF volunteers about properly depositing trash and recyclable products at the event. We will choose one individual to be the manager to ensure that products get placed in the correct receptacles.

### Targeted waste:

Type of waste	Collection plan
Water and sports drink bottles	Recycling
Energy goo, beans, blocks wrappers	Waste bins
Zip ties, tape	Waste bins

**Collection and hauling system:** We will be using the waste and recycling bins already located on campus, as well as our own trash bags and bins by highly-populated areas the day of the event. We will verbally direct participants to properly dispose of their trash and recyclable materials over our microphone. All volunteers will be briefed as a reminder to place items in the correct bins.

## **Maintenance of Traffic Plan**

IUSF Little 500 Street Sprints

East 7<sup>th</sup> Street between North Forrest Ave. and Showalter Fountain

Sunday, October 29<sup>th</sup>, 2023

11am – 6:00 pm (with set up beginning at 8:00 am, tear down complete by 7:30 pm)

# of expected attendees: 180

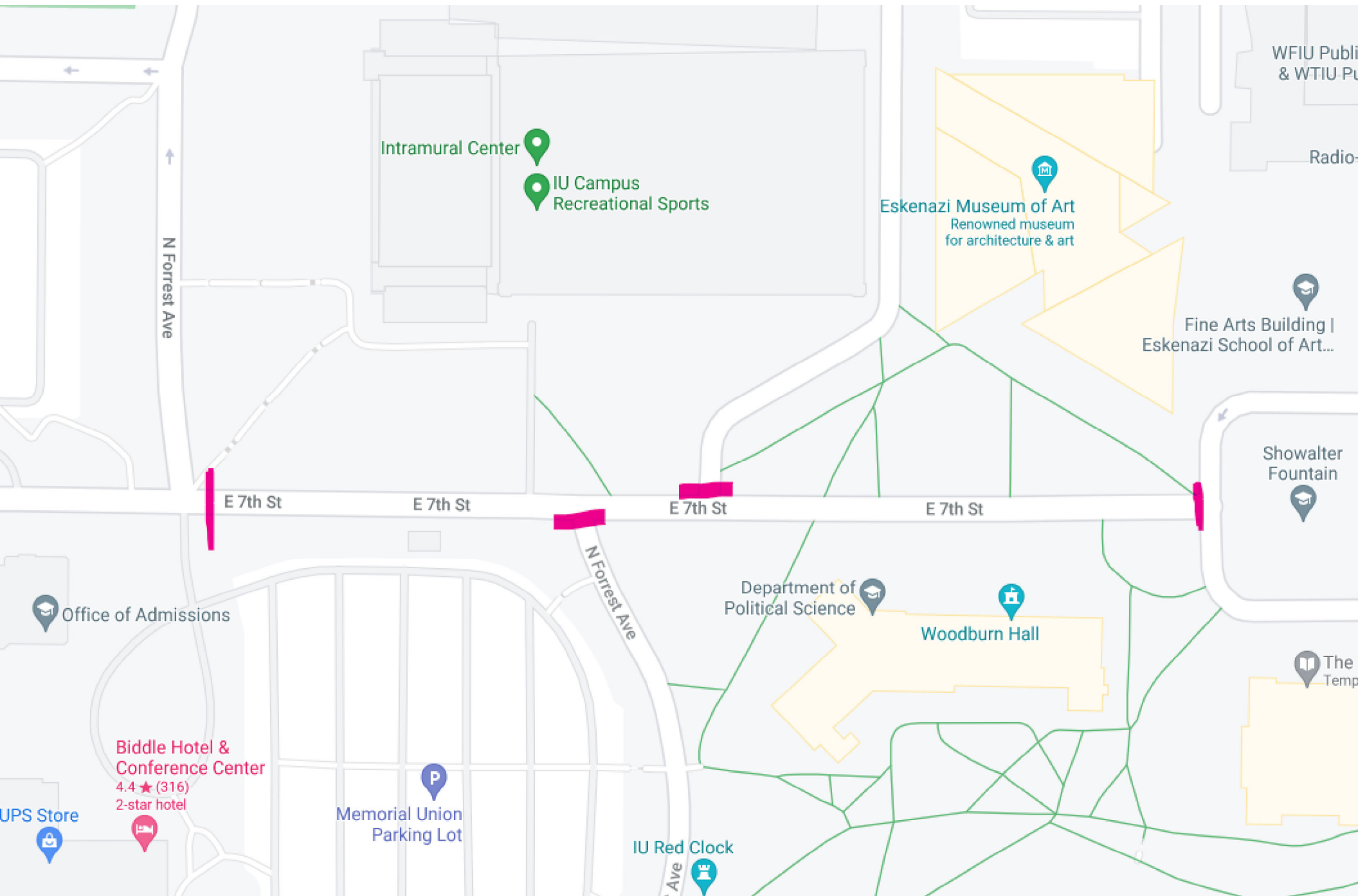
# of food vendors: 0

# of other vendors: 0

No parking signs will be placed by the School of Public Health. Road closure signs will be placed on 7<sup>th</sup> Street Thursday evening before the event.

Barricades will be placed at the following locations:

- I. N. Forrest Ave and E 7<sup>th</sup> St.
  - a. IU parking ticket booth
  - b. 4 barriers (water)
- II. N. Forrest Ave and E 7<sup>th</sup> St.
  - a. Intersection on south side of E 7<sup>th</sup> St.
  - b. 4 barriers (wooden or water)
- III. E 7<sup>th</sup> St. and Driveway between School of Public Health and Eskenazi Museum of Art
  - a. 2 barriers (wooden or water)
- IV. E 7<sup>th</sup> St. and Showalter Fountain
  - a. 6 barriers (water)



Intramural Center

IU Campus  
Recreational Sports

Eskenazi Museum of Art  
Renowned museum  
for architecture & art

Fine Arts Building |  
Eskenazi School of Art...

Showalter  
Fountain

E 7th St

E 7th St

E 7th St

E 7th St

N Forrest Ave

N Forrest Ave

IU Red Clock  
Ave

Office of Admissions

Department of  
Political Science

Woodburn Hall

Biddle Hotel &  
Conference Center  
4.4 ★ (316)  
2-star hotel

Memorial Union  
Parking Lot

The  
Temp

UPS Store

WFIU Publi  
& WTIU Pu

Radio

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2023-57**

**IU FALL CYCLING SERIES STREET SPRINTS**

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. The Indiana University Student Foundation (hereinafter "Sponsor") may close E. 7<sup>th</sup> Street from N. Forrest Ave to Showalter Fountain to conduct an IU Fall Cycling Series Street Sprints event between the hours of 11:00 a.m. and 6:00 p.m., with set up and tear down times beginning at 8:00 a.m. and ending at 7:30 p.m. on Sunday, October 29, 2023.
2. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor'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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Sponsor shall not close the streets until 8:00 a.m. on Sunday, October 29, 2023 and shall remove barricades and signage by 7:30 p.m. on Sunday, October 29, 2023.
3. Sponsor shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.
5. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:30 p.m., Sunday, October 29, 2023.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
7. The City declares the above-described and approved event to be a Special Event for purposes of

Resolution 2023-57

Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

8. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
9. Indiana University Student Foundation, 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. \_\_\_\_\_, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 29th DAY OF AUGUST, 2023.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT FOUNDATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice-President

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

\_\_\_\_\_  
Jennifer Lloyd, Secretary

\_\_\_\_\_  
Date





## Board of Public Works Staff Report

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<b>Project/Event:</b>	Declaration of Surplus Fleet Vehicles
<b>Petitioner/Representative:</b>	Michael Large, Operations Manager, DPW
<b>Staff Representative:</b>	Michael Large
<b>Date:</b>	August 29, 2023

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### Report:

The Fleet Maintenance Division purchases and provides vehicles and equipment to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles and equipment all have limited service lives determined by their type and operational duties. As these assets reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division has six (6) vehicles and one (1) mowing tractor that have been placed out of service which staff requests to dispose of as surplus property using our account with govdeals.com, an online auctioning service. To date this collaboration with Govdeals.com has resulted in more than \$281,000 in revenue received. All revenue received from the online auction is placed directly in the City of Bloomington's Vehicle Replacement Fund for future capital vehicle purchasing needs.

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**RESOLUTION 2023-60  
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER**

**WHEREAS**, the City of Bloomington, Department of Public Works, Fleet Maintenance Division, is in possession of vehicles and equipment that have reached the end of their lifecycles; and

**WHEREAS**, the Fleet Maintenance Division wishes to sell the surplus property using an Internet auction site; and

**WHEREAS**, Indiana Code § 5-22-22-4.5 and Board of Public Works Resolution 2020-10, permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and to sell the surplus property at an Internet auction site.

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

1. The City of Bloomington property described in Exhibit A is hereby declared surplus.
2. The Fleet Maintenance Division shall sell the items described using an Internet auction site within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

**SO PASSED AND ADOPTED** this 29th day of August 2023, by the City of Bloomington Board of Public Works

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Kyla Cox-Deckard, President

**Resolution 2023-60**

**ATTACHMENT A**

<b>Unit</b>	<b>Year</b>	<b>Description</b>	<b>VIN</b>
473	2004	Chevrolet Silverado 2500	1GCGK23UX4F152017
709	2001	Chevrolet Silverado 2500HD	1GCHK24U01E291237
731	1989	FORD 2120 TRACTOR	UV22538
851	2002	Freightliner FS65 Passenger Bus	4UZAAXAK72CJ63073
854	1997	International 3000 Series 3800 Passenger Bus	1HVBBAAL1VH518154
948	2008	PETERBILT 320 PACKER	3BPZL00XX8F717482
951	2008	PETERBILT 320 PACKER	3BPZL00X88F717948



## City of Bloomington

### Disposal / Surplus / Trade In Form

DEPT: Public Works - Fleet Maintenance Division

LOCATION: 800 E. Miller Dr.

DEPT. HEAD / DIVISION DIRECTOR: Michael Large

PAGE NO. 1 of 1

DATE: 8/17/2023

PHONE: 812-360-7268

EMAIL: largem@bloomington.in.gov

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable,etc)	SERIAL /VIN NO.	COB ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. PW Street Division 2004 Chevrolet Silverado 2500 Unit 473	1	End of Service Life	1GCGK23UX4F152017	21752	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,500.00	8/29/2023
2. Utilities 2001 Chevrolet Silverado 2500HD Unit 709	1	End of Service Life	1GCHK24U01E291237	1GCHK24U01E291237	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,000.00	8/29/2023
3. Utilities 1989 Ford 2120 Tractor Unit 731	1	End of Service Life	UV22538	UV22538	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,500.00	8/29/2023
4. PW Sanitation Division 2008 Peterbuilt 320 Packer Unit 948	1	End of Service Life	3BPZL00XX8F717482	21330	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,500.00	8/29/2023
5. PW Sanitation Division 2008 Peterbuilt 320 Packer Unit 951	1	End of Service Life	3BPZL00X88F717948	21354	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,000.00	08/29/23
6. Parks 2002 Freightliner FS65 Passenger Bus Unit 851	1	End of Service Life	4UZAAXAK72CJ63073	Not on Asset List	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$3,000.00	08/29/23
7. Parks 1997 International 3000 Series 3800 Passenger Bus Unit 854	1	End of Service Life	1HVBBAAL1VH518154	Not on Asset List	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,500.00	08/29/23
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.				<input checked="" type="checkbox"/> Sell	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			



## Board of Public Works Staff Report

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**Project/Event:** Switchyard Brewing Company's Annual Harvest Hootenanny Festival

**Petitioner/Representative:** Kurtis Cummings – Switchyard Brewing Company

**Staff Representative:** April Rosenberger

**Meeting Date:** August 29, 2023

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Saturday, September 16, 2023 Switchyard Brewing Company will be hosting their Annual Harvest Hootenanny Festival.

Organizers are requesting the closure of West 9<sup>th</sup> Street from North Walnut Street to North College beginning at 6 a.m. on Saturday, September 16, 2023, for set up and until 1:00 a.m. on Sunday, September 17, 2023 which will allow for clean up after the event. The Block party will celebrate Switchyard Brewing Company's Annual Fall Hootenanny Festival and include neighboring businesses. The Festival will include a stage for live music and DJ, food trucks, vendors, an outside bar, and games.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.

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CITY OF BLOOMINGTON

# 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  
812-349-3411

## 1. APPLICANT INFORMATION

Contact Name:	Kurtis Cummins		
Contact Phone:	812-606-9312	Mobile Phone:	none
Title/Position:	CEO		
Organization:	Switchyard Brewing Co		
Address:	419 N Walnut St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	kurtis@switchyardbrewing.com		
Organization E-Mail and URL:	none ↗		
Org Phone No:	812-287-8295	Fax No:	

## 2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

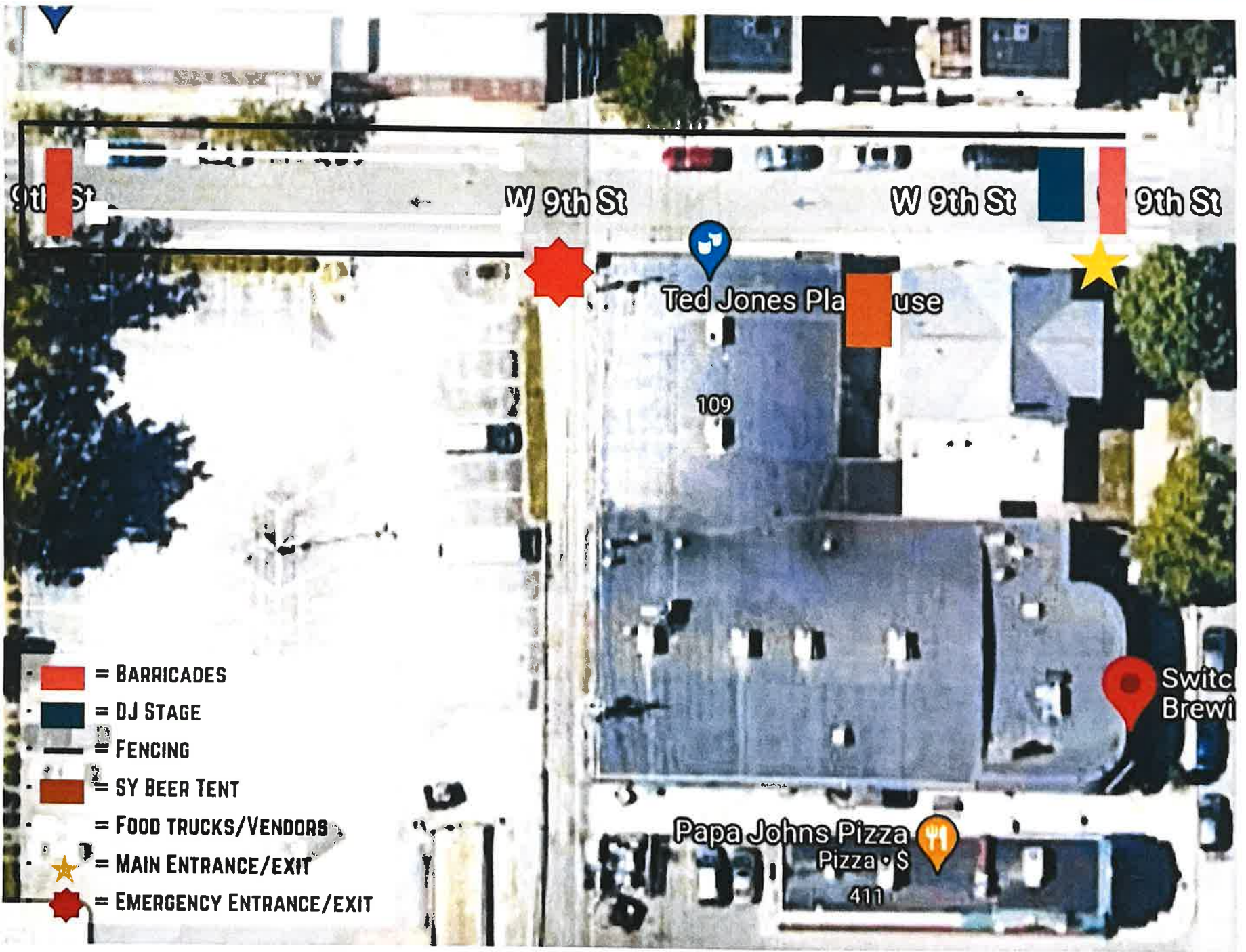
Organization Name:	Wachus Bunz		
Address:	109 S Walnut Ave		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	info@pilisparty.com		
Phone Number:	812-219-0539	Mobile Phone:	
Organization Name:	Chocolate Moose		
Address:	405 S Walnut St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	jdenise@moosebunz.com		
Phone Number:	812-333-0425	Mobile Phone:	
Organization Name:	Constellation Film + Store		
Address:	107 W 9th St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	john@seeconstellation.com		
Phone Number:	917-533-2779	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 checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Sept 16, 2023	
Time of Event:	Date: Sept 16, 2023 Start: 4:00 PM	Date: Sept 16, 2023 End: 11 PM
Setup/Teardown time Needed	Date: Sept 16, 2023 Start: 6:00 AM	Date: Sept 16, 2023 End: 1 AM
Calendar Day of Week:	Saturday	
Description of Event:	Switchyard's 4 <sup>th</sup> Annual Harvest Hootenanny Fall Block Party - non ticketed, all-ages event w/ local artisanal vendors, food trucks & live music	
Street Closures:	9th St between Colfax Ave & Walnut	
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 3

### 4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>Determine if No Parking Signs will be required</li> </ul>
<input checked="" type="checkbox"/>	Noise Permit application



9th St

W 9th St

W 9th St

9th St

Ted Jones Plaza

109

Papa Johns Pizza

Pizza • \$

411

Switch Brew

 = BARRICADES

 = DJ STAGE

 = FENCING

 = SY BEER TENT

 = FOOD TRUCKS/VENDORS

 = MAIN ENTRANCE/EXIT

 = EMERGENCY ENTRANCE/EXIT





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2023

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).

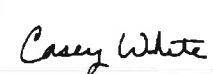
<b>PRODUCER</b> First Insurance Group 1405 N College Avenue  Bloomington IN 47404		<b>CONTACT NAME:</b> Casey White <b>PHONE (A/C, No, Ext):</b> (812) 355-2598 <b>FAX (A/C, No):</b> (812) 331-3233 <b>E-MAIL ADDRESS:</b> caseyw@figprotects.com																						
<b>INSURED</b>  Switchyard Holdings Inc dba Switchyard Brewing 419 N Walnut St Bloomington IN 47404		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Society Insurance</td> <td>15261</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Society Insurance	15261	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** CL2352316202      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y	BP19016001	05/26/2023	05/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA20015481	05/26/2023	05/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM19016004	05/26/2023	05/26/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	WC19016003	05/26/2023	05/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			BP19016001	05/26/2023	05/26/2024	Aggregate 1,000,000 Each Common Cause 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is also additional insured with regards to the general liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Bloomington 401 N Morton St Post Office Box 100 Bloomington IN 47402	<b>CANCELLATION</b>  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  

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RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for Honest History Black Party.

The Board of Public Works meeting to hear this request will be on \_\_\_\_\_ at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday, \_\_\_\_\_, prior to the Tuesday, \_\_\_\_\_ meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

Petitioner:

A handwritten signature in black ink, appearing to be "M. K. S.", written over a horizontal line.

Date:



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3411

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Harvest + Hortenans Black Party		
Location of Event:	9th St		
Date of Event:	Sept 16 2023	Time of Event:	Start: 4:00 P
Calendar Day of Week:	Saturday		End: 11:00 P
Description of Event:	4th annual Harvest Hortenans Black Party non-ticketed, all ages event w/ local artisans, live music, food trucks		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Constable Stone + Screen	

## Applicant Information

Name:	Kurtis Cummins		
Organization:	SYBC	Title:	CEO
Physical Address:	419 N Walnut		
Email Address:	Kurtis@switch7andbreeding.com	Phone Number:	812-606-9312
Signature:			Date: Aug 15, 2023

## FOR CITY OF BLOOMINGTON USE ONLY

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

### BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

Jenifer Lloyd, Secretary

**BOARD OF PUBLIC WORKS  
RESOLUTION 2023-61**

**SWITCHYARD BREWING ANNUAL HARVEST HOOTENANNY FESTIVAL**

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

WHEREAS, the Switchyard Brewing Company is organizing the Annual Harvest Hootenanny Festival, to take place on Saturday, September 16, 2023; and

WHEREAS, the Switchyard Brewing Company has requested that the Board of Public Works allow them to close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut during the Block Party; and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Switchyard Brewing Company may close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut 6:00 a.m. Saturday, September 16, 2023 until 1:00 a.m. on Sunday, September 17, 2023, which includes time for set-up and tear-down, for the purpose of staging a block party for the general public.
3. Switchyard Brewing Company shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Switchyard Brewing Company shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Switchyard Brewing Company shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Switchyard Brewing Company agrees no closure shall occur before 4:00 p.m. on Saturday, September 16, 2023, and remove barricades by 1:00 a.m. on Sunday, September 17, 2023.
6. The City of Bloomington will provide and set up jersey style water filled barricades not before 4:00 p.m. on September 16, 2023. Jersey style water filled barricades will be removed as part of clean-up.

7. Switchyard Brewing Company will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. 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 4:00 p.m. and 11:00 p.m. on Saturday, September 16, 2023.
9. Switchyard Brewing Company shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Switchyard Brewing Company shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Switchyard Brewing Company, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 29th DAY OF AUGUST, 2023.

BOARD OF PUBLIC WORKS:

SWITCHYARD BREWING COMPANY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice President

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

\_\_\_\_\_  
Jennifer Lloyd, Secretary

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Student Involvement Center Fair

**Staff Representative:** April Rosenberger

**Petitioner/Representative:** Michael Theodore

**Date of Event:** August 31, 2023

**Date of Meeting:** August 29, 2023

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**Report:** Due to the heat advisory the Student Involvement Fair, originally scheduled for August 24, 2023 has been rescheduled to August 31, 2023. The Student Involvement Fair is a large fair on campus where students learn about ways to get involved with student organizations on campus. There will be 300 student organizations, community partners and departments, each with a table to showcase their organization and how to get involved and join. There will be food trucks and other activities as well. The Student Involvement Fair is free and open to all.

**BOARD OF PUBLIC WORKS  
RESOLUTION 2023-47**

**STUDENT INVOLVEMENT FAIR**

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

WHEREAS, Student Involvement Center, has requested use of city streets to conduct a student involvement fair; and

WHEREAS, Student Involvement Center, has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7<sup>th</sup> Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Student Involvement Center to provide an event of high quality that is mutually beneficial to participants and the community on Thursday, August 24, 2023 (rain date August 25, 2023).
3. Student Involvement Center, shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Student Involvement Center, shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. Student Involvement Center, shall obtain, and place at Student Involvement Center, 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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IU Student Involvement Center agrees to close the streets not before 7:00 a.m. on Thursday, August 24, 2023 and to remove barricades and signage by 10:00 p.m. on Thursday, August 24, 2023. Rain Date set for Friday, August 25, 2023.
5. Student Involvement Center, shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

RESOLUTION 2023-47

6. Student Involvement Center, will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Thursday, August 24, 2023.
7. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
9. Student Involvement Center, shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, Student Involvement Center, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.



ADOPTED THIS 1ST DAY OF AUGUST 2023.

**BOARD OF PUBLIC WORKS:**

**IU STUDENT INVOLVEMENT CENTER  
REPRESENTATIVE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice-President

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

\_\_\_\_\_  
Jennifer Lloyd, Secretary

\_\_\_\_\_  
Position

Original

**BOARD OF PUBLIC WORKS  
RESOLUTION 2023-47  
STUDENT INVOLVEMENT FAIR**

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

WHEREAS, Student Involvement Center, has requested use of city streets to conduct a student involvement fair; and

WHEREAS, Student Involvement Center, has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7<sup>th</sup> Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Student Involvement Center to provide an event of high quality that is mutually beneficial to participants and the community on Thursday, August 31, 2023.
3. Student Involvement Center, shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Student Involvement Center, shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. Student Involvement Center, shall obtain, and place at Student Involvement Center, 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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IU Student Involvement Center agrees to close the streets not before 7:00 a.m. on Thursday, August 31, 2023 and to remove barricades and signage by 10:00 p.m. on Thursday, August 31, 2023.
5. Student Involvement Center, shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. Student Involvement Center, will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and

RESOLUTION 2023-47

removing any signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Thursday, August 31, 2023.

7. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
9. Student Involvement Center, shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Student Involvement Center, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 29th DAY OF AUGUST 2023.

**BOARD OF PUBLIC WORKS:**

**IU STUDENT INVOLVEMENT CENTER  
REPRESENTATIVE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice-President

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

\_\_\_\_\_  
Jennifer Lloyd, Secretary

\_\_\_\_\_  
Position



## Board of Public Works Staff Report

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**Project/Event:** Noise permit request for Busk at Dusk music series

**Petitioner/Representative:** Economic and Sustainable Development and the  
Bloomington Arts Commission

**Staff Representative:** Holly Warren

**Meeting Date:** August 29, 2023

**Event Date:** Friday, September 1, 15, and 29

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**Report:** The City of Bloomington Economic & Sustainable Development Department, in partnership with the IU Arts and Humanities Council requests a noise permit for the Busk at Dusk live music series. Amplified, live music is proposed from approximately 5:30 - 8:00pm on Friday, September 1, 15, and 29 at three locations along Kirkwood Avenue-across the street from Uptown Cafe, in the Downtown Library Plaza, and across the street from Lennie's.



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Busk at Dusk		
Location of Event:	Kirkwood Avenue		
Date of Event:	September 1, 15 and 29	Time of Event:	Start: 5:30pm
Calendar Day of Week:	Friday		End: 8:00pm
Description of Event:	Amplified, live music is proposed from approximately 5:30 - 8:00pm on Friday, September 1, 15, and 29 at three locations along Kirkwood Avenue- across the street from Uptown Cafe, in the Downtown Library Plaza, and across the street from Lennie's.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Holly Warren		
Organization:	City of Bloomington, Economic & Sustainable Development	Title:	Interim Director
Physical Address:	401 N Morton ST, Bloomington, IN 47404		
Email Address:	holly.warren@bloomington.in.gov	Phone Number:	812-349-3534
Signature:	<i>Holly Warren</i>	Date:	8-17-2023

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice-President
_____	_____
Date	Jennifer Lloyd, Secretary

**REGISTER OF PAYROLL CLAIMS**  
**Board: Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/25/2023	Payroll				521,480.95
					<u>521,480.95</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 \$ 521,480.95

Dated this 29th day of August year of 2023

\_\_\_\_\_

Kyla Cox Deckard, President                      Elizabeth Karon, Vice-President                      Jennifer Lloyd, 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 \_\_\_\_\_

# Staff Report

**TO:** Board of Public Works

**FROM:** Hank Duncan, Bicycle and Pedestrian Coordinator

**Date:** August 10, 2023

**RE:** Shared micro-mobility operator 2023-2024 license renewal

## Goals

- Improved Pedestrian and Rider Safety
- Increased Pedestrian Accessibility

## Process

- Collaboration among multiple City departments, Indiana University, and micro-mobility operators.
  - These stakeholders were involved in numerous meetings from Fall, 2022 through Summer, 2023
- City staff completed research on shared-use vehicle best practices.
- City staff used stakeholder input and research to establish comprehensive city-wide regulations for shared micro-mobility.
- Common Council reviewed these regulations on March 28, 2023.
- Board of Public Works passed Resolution 2023-20 – Shared Micro-Mobility Directives on April 11, 2023.
- Cohesive efforts within the Department of Public Works, Economic and Sustainable Development, and Planning and Transportation to implement regulations following resolution approval.
- Operators submitted license renewal applications before the mid-July deadline and have worked with the City to adhere to the newly established regulations.

## Regulations

- Require semi-annual quizzes for riders on safe riding habits and rules of the road.
- Adjust hours of operation for shared-use motorized vehicles.
  - Stand-up scooters: 5:00am – 11:00pm (April-October) and 5:00am-8:00pm (November-March)
  - E-bikes and sit-down scooters: 24/7
- Mandate for at least 25% of an operator's fleet to consist of e-bikes or sit-down scooters.
- Reduction in fees for operators with fleets consisting of more than 50% sit-down vehicles.
- Requirement for helmets provided by operators to comply with U.S. Consumer Product Safety Commission standards.
- Implementation of on-street corrals alongside existing bicycle racks for shared-use scooter parking.
- Geo-fencing requirements for designated parking areas.
- Fleet cap of 400 vehicles per operator with potential for expansion based on usage.
- Potential fines for operators with vehicles parked outside designated areas.
- Mandate for operators to submit protocols for transportation during highly attended events.

## Staff Recommendation

Staff recommends the approval of licenses for the following operators for the period August 15, 2023 to July 31, 2024: Bird, Lime, and Veo.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2023-20**

**SHARED MICRO-MOBILITY DIRECTIVES**

WHEREAS, the Board of Public Works (“Board”) supervises the City of Bloomington’s (“City”)’s streets, alleys, sidewalks, and rights-of-way; and

WHEREAS, residents have benefitted from e-scooters as a mode of transportation because of lower transportation costs, quicker commutes and environmental benefits; and

WHEREAS, some challenges have emerged associated with scooter use; and

WHEREAS, the challenges pertain to rider and pedestrian safety, and parking and pedestrian accessibility.

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

1. Shared-use motorized scooter operators (“Operators”) are required to have riders take no less frequent than semi-annual quizzes on safe riding habits and the rules of the road.
2. The hours of operation for shared-use motorized scooters are adjusted to approximate a “dawn to dusk” availability as follows: stand-up scooters: 5:00 a.m.-11:00 p.m. (April – October) and 5:00 a.m. – 8:00 p.m. (November – March); e-bikes and sit-down scooters: 24/7
3. At least 25% of an Operator’s fleet must consist of e-bikes or sit-down scooters. If an Operator’s fleet consists of 50% or more of sit-down vehicles, the City will reduce the Operator’s fees from 15 cents per ride to 10 cents per ride for the entire fleet. Operators will submit monthly reports specifying the distribution of each vehicle type.
4. All helmets provided by the Operators must be to code with the U.S. Consumer Product Safety Commission.
5. Existing bicycle racks will be supplemented by on-street corrals to accommodate parking of scooters.
6. Operators are to geo-fence corrals and bicycle racks as the only appropriate areas to end a ride or provide financial incentives to users who end rides in these areas.



7. Fleets are capped at a maximum of 400 vehicles per Operator. If the weekly average of trips per day per vehicle surpasses 2.0, an Operator may petition the Board of Public Works to increase its fleet size. Operators will submit monthly reports specifying the number of deployed devices.

8. Once the City and Operators take measures to promote appropriate parking, Operators with vehicles outside the designated parking area may be fined.

9. Operators are to submit protocols for highly attended events to seamlessly provide accessible and safe transportation.

**ADOPTED THIS 11<sup>th</sup> DAY OF APRIL, 2023**  
**BOARD OF PUBLIC WORKS**

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Kyla Cox Deckard, President

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Jennifer Lloyd, Vice President

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Elizabeth Karon, Secretary

07.14.2023 BLOOMINGTON



# Shared-Use Motorized Scooter Operator License Application



## **Shared-Use Motorized Scooter Operator License Application**

**City of Bloomington Board of Public Works  
Economic & Sustainable Development Department  
401 N. Morton St., Suite 150  
Bloomington, IN 47404  
(812) 349-3418**

### **1. Application and License Information**

This is an application for a Shared-Use Motorized Scooter Operator business license per Chapter 15.58 (Motorized Scooters and Shared-Use Motorized Scooters) of the Bloomington Municipal Code. It is unlawful to operate as a shared-used motorized scooter operator without first obtaining a license from the Board of Public Works. Any person who intends to operate a shared-use motorized scooter company, renew an existing shared-use motorized scooter company license, or expand its existing service in the city must file this form with the City. This license is good for one year from the date it is issued, subject to the provisions of BMC 15.58.150.

Return this completed application to [esd@bloomington.in.gov](mailto:esd@bloomington.in.gov) or to the City Hall, 401 N. Morton Street Suite 150, Bloomington, IN 47404. Direct any question regarding this application to Economic & Sustainable Development at (812) 349-3418.

### **2. Applicant Information**

Name of Company	<b>Neutron Holdings, Inc. dba Lime</b>
Address of Company	<b>85 2nd Street</b>
City, State, Zip	<b>San Francisco, CA 94105</b>
Phone Number	<b>1-888-LIME-345</b>
Website	<b>li.me</b>
Email	<b>support@li.me</b>
Social Media Website	<b>Facebook/Twitter: @limebike</b>

### **3. Company Information** (complete duplicate fields only if different from above)

**N/A**



Company is a(n):  LLC  Corporation  Partnership  Sole Proprietor  Other

**4. Company Incorporation Information (For Corporations and LLCs Only)**

**Date of Incorporation or Organization:** **January 3, 2017**

**State of Incorporation or Organization:** **Delaware**

**(If not Indiana) Date qualified to transact**

**business in the State of Indiana:** **June 15, 2017**

**Employer Identification Number** **4870517**

**5. Prior licenses**

**Have you had a similar license, either from the City of Bloomington or a different municipality, revoked?**

Yes  No

If Yes, provide details:

**N/A**



**6. Descriptions, Pricing, and Service**

**A. Please provide the following information with regard to every type of scooter you may deploy within the City of Bloomington.**

**Lime Vehicle Specifications**



## CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Specification	Gen 3	Gen 3.2
<b>Photo</b>		
<b>Dimensions</b>	<ul style="list-style-type: none"> <li>• 1163mm length</li> <li>• 1207mm height</li> </ul>	<ul style="list-style-type: none"> <li>• 1165mm length</li> <li>• 1207mm height</li> </ul>
<b>Weight</b>	23.5kg	24.4kg
<b>Brakes</b>	<ul style="list-style-type: none"> <li>• Dynamic brake on rear wheel</li> <li>• Drum brake on front wheel</li> <li>• “Step” foot brake on rear wheel/fender</li> <li>• Bicycle-style brake lever on handle bars</li> </ul>	<ul style="list-style-type: none"> <li>• Dynamic brake on rear wheel</li> <li>• Drum brake on front wheel</li> </ul>
<b>Maximum Load</b>	100kg	100kg
<b>Lights</b>	<ul style="list-style-type: none"> <li>• Front white LED, visible up to 500 ft</li> <li>• Red rear LED, visible up to 600 ft</li> </ul>	<ul style="list-style-type: none"> <li>• Front white LED, visible up to 500 ft</li> <li>• Red rear LED, visible up to 600 ft</li> </ul>
<b>Bell</b>	Mounted on handle bar next to brake lever. Activated by thumb lever	Mounted on handle bar next to brake lever. Activated by thumb lever
<b>Power Source</b>	15.9 Ah - 36 V internal battery	15.9 Ah - 36 V internal battery
<b>Maximum Assisted Speed</b>	15 mph, electronically limited	15 mph, electronically limited
<b>Certifications</b>	<a href="#">UL 2272</a> - Standard for Electrical Systems for Personal E-Mobility Devices	<a href="#">UL 2272</a> - Standard for Electrical Systems for Personal E-Mobility Devices



# GEN4 SEATED E-SCOOTER

The safest, smoothest, most sustainable Lime scooter yet, with a 5+ year lifespan, 40% recycled content, and 96% recyclable



- |   |  |
|---|--|
| <b>1</b> Large foam seat to make longer trips more comfortable                          | <b>7</b> Lime Vision+ to detect parking, sidewalks, and pedestrians                              |
| <b>2</b> Rear storage for belongings with 15 liter capacity                             | <b>8</b> Swappable battery with extra range to reduce operational VMTs and time offline charging |
| <b>3</b> Strong aluminum frame to improve vehicle longevity with IP68-equivalency       | <b>9</b> Dual bicycle-style handbrake for intuitive and secure braking control                   |
| <b>4</b> Enhanced mountain-bike inspired suspension for a smooth ride                   | <b>10</b> Lower center of gravity for a more stable and comfortable ride                         |
| <b>5</b> Larger wheels and pneumatic tires to tackle the toughest road conditions       | <b>11</b> Double kickstand for increased vehicle stability while parked                          |
| <b>6</b> Tap-and-ride wireless connectivity and LED screen with battery level and zones | <b>12</b> Swept handlebars for maximum stability and comfort                                     |

**Dimensions:** 52" L x 23" W x 45" H (132 cm L x 59 cm W x 115 cm H) **Curb weight:** 60 lbs (27 kg)



# LIME E-BIKE

Robust electric pedal assist bike for everyday travel.



- 1 Adjustable Seat to find the Height Needed for a Comfortable Ride
- 2 Front and Rear Fenders for Protection from Road Debris and Grime
- 3 Unique ID, Customer Service Info, and Braille Identifier
- 4 Dual Braking System with Reliable Front Disc Brake and Rear Drum Brake
- 5 Kickstand Engineered for Optimal Stability when Not Riding
- 6 Cargo Basket to Conveniently Store Bags and Belongings
- 7 Lights and Reflectors including LED headlight, rear LED light, and Reflector Visible from 200m
- 8 All Weather, 66 cm Tires to Tackle the Toughest Road Conditions
- 9 Swappable, Lithium-Ion Battery with 40-km Range

Dimensions: 71" L x 25" W x 44" H (180 cm L x 63 cm W x 112 cm H)  
Curb weight: 73 lbs (33 kg)

## B. Indicate a schedule of rates and charges you will charge to users (if necessary, attach additional documents):

### Rate Schedule

Our current rental rates for Bloomington are as follows:

**Standard Rate (Scooters):** \$3.50 for the first 7 minutes then \$0.39/min

**Standard Rate (E-Bikes):** \$3.50 for the first 7 minutes then \$0.30/min

**Lime Access:** (our low-income program) \$.50 to unlock + \$0.15/min

**Lime Day Pass:** \$13.99 for unlimited rides for 24 hours

**Lime Prime:** \$5.99/month waives the unlock fee for all rides for the month



**C. Describe the safety inspection program you will use to ensure the safety of all deployed scooters (if necessary, attach additional documents):**

**Safety**

Lime completes both proactive and reactive maintenance on our vehicles. Regular and routine maintenance of our fleet allows our Operations Team to provide the most reliable and safe local service to community members. Our process starts with a full inspection at the warehouse by a Lime trained and certified mechanic.

The following are all inspection triggers:

- **Preventative Maintenance:** In order to ensure the maximum safety of our riders, vehicles are inspected on a regular rotation. If a vehicle has not had an inspection in seven days, it is flagged for immediate retrieval to the warehouse for service.
- **Rebalancing:** Our Operations Team inspects each vehicle that is being rebalanced from one location to another.
- **Deployment:** Vehicles collected by our team are inspected and any maintenance is performed before morning deployment.
- **Customer Service Reports:** Any issue reported to our Customer Service line by riders or Juicers is flagged for retrieval and inspection.
- **In-app Rider Reports:** Vehicles that are poorly rated for three rides in a row or vehicles marked in the app as damaged are immediately flagged for retrieval and repair.
- **Self-Diagnostics:** Once deployed, our e-scooters are self-diagnosing, running health checks over 1,000 times per second and automatically notifying us upon certain events that can signal faulty, damaged, or vandalized vehicles. Vehicles are immediately deactivated and serviced upon any diagnostic flags, or if it receives two consecutive low in-app ratings. Our e-scooters can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize.
- We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.
- **Maintenance Mode:** Any vehicle flagged for inspection or repair is automatically placed in “maintenance mode.” The local Operations Team is notified and the e-scooter cannot be rented until it has been inspected. We will retrieve the vehicle within two hours.

All e-scooters that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. Quality Control/Redeployment

Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.

**Step 1:** After they are retrieved, vehicles are unloaded from our vans and placed in the “triage zone”. Our Mechanic Shift Lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. Vehicle inspections include a full evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, test ride, and more. The inspection is done in accordance with our Standard Operating Procedures (SOP) in the operations app.

**Step 2:** Each mechanic takes one vehicle at a time starting from the repair queue with the vehicle that has





been in the queue the longest, also known as FIFO Method (first in, first out). By utilizing the FIFO method we are able to ensure that every vehicle is handled in a timely manner and no vehicle is overlooked. Once they move the vehicle back to their mechanic station they will complete another diagnostic on the vehicle.

**Step 3:** After diagnostics, our mechanics will proceed to repair the vehicle. Every mechanic station is equipped with the necessary tools and parts to complete every kind of repair on a vehicle. In addition, the Shift Lead audits the repairs and provides guidance to our mechanics if any is needed.

**Step 4:** After the vehicle has been repaired, the Shift Lead will do a mandatory additional quality control check to ensure that the repairs have been done correctly and that the vehicle meets our quality and safety standards before being moved to a charging station.

**Field Attention:** Throughout the day, our Operations Team monitors our fleet in real-time. Vehicles are proactively repositioned for tidiness and rebalancing to address any improperly parked vehicles and comply with the City's distribution and rebalancing requirements. In the evening, e-scooters are retrieved by our Operations Team and Juicers for charging and repair/maintenance if needed, preventing low-battery or broken vehicles from cluttering the streets.

Cleaning & Sanitation:

We have enhanced our cleaning methods in accordance with regional guidelines, frequently disinfecting our vehicles, including before redeployment, when rebalancing a scooter, and whenever they return to the warehouse. Our vehicles and infrastructure are cleaned and sanitized upon each inspection to ensure good condition.

**D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):**

**Lime Bloomington**

Lime Bloomington will be managed by Jake Brashear, Operations Coordinator, and Gaziz Koshkimbayev, Senior Operations Manager. The continuity of leadership will enable Lime to provide the highest level of service to the City. Our Bloomington Operations Team has two operations specialists and two mechanics. All team members will be W-2 employees. Wages for our team members in Bloomington are typically \$18-21/hour with performance-based raises, overtime, and cost of living increases. In addition, all workers have access to health insurance.

**Operations Coordinator:** The Operations Coordinator, Jake Brashear, oversees the Operations Team and the Lime warehouse. He is responsible for hiring the local team, and ensuring that the team adheres to the City's regulations regarding device requirements, deployment, and parking conditions. He also supports our community outreach and engagement efforts, and serves as a primary local point of contact that the City can contact in case of any emergency or urgent issue.

**Operations Specialists:** Operations Specialists are responsible for being in the field managing our fleet. They are available to address fleet issues within two hours. Their primary responsibilities include: patrolling to make sure the vehicles are properly parked; rebalancing the vehicles; addressing any complaints; ensuring vehicles are charged; and retrieving vehicles that require maintenance.

**Mechanics:** Mechanics are responsible for conducting all maintenance, repairs and cleaning of scooters. Mechanics ensure that all vehicles deployed are in good working order and are safe for our riders. All



mechanics receive hands-on training and are provided with safety equipment and tools in order for them to effectively carry out their role. All mechanics must pass the Lime Mechanic Proficiency test after training before completing their onboarding process.

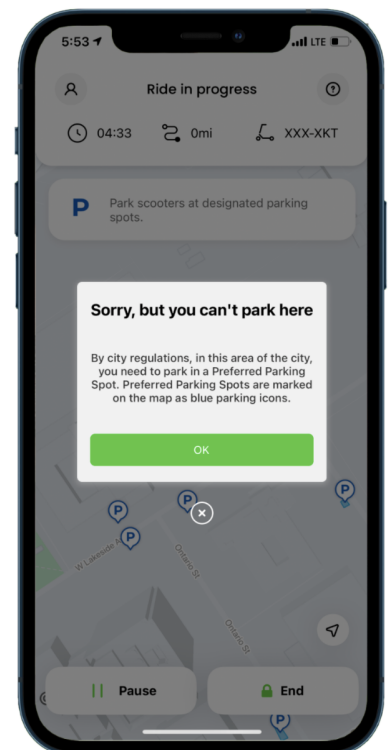
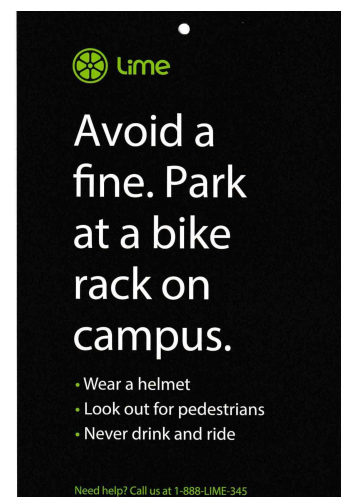
**Juicers:** In addition to our full-time locally-hired staff, our operational efforts will also be supported by Lime “Juicers.” As 1099 independent contractors, Juicers are members of the community who pick up scooters when the battery is low, recharge the scooters, and then deploy them. Being a Juicer allows local residents to make money in their spare time.

**Operational Plan:** Lime will provide an initial deployment of 400 vehicles (300 scooters and 100 seated devices). As winter approaches, Lime Bloomington is prepared to pause operations until weather meets safe riding conditions and resume operation in early 2024.

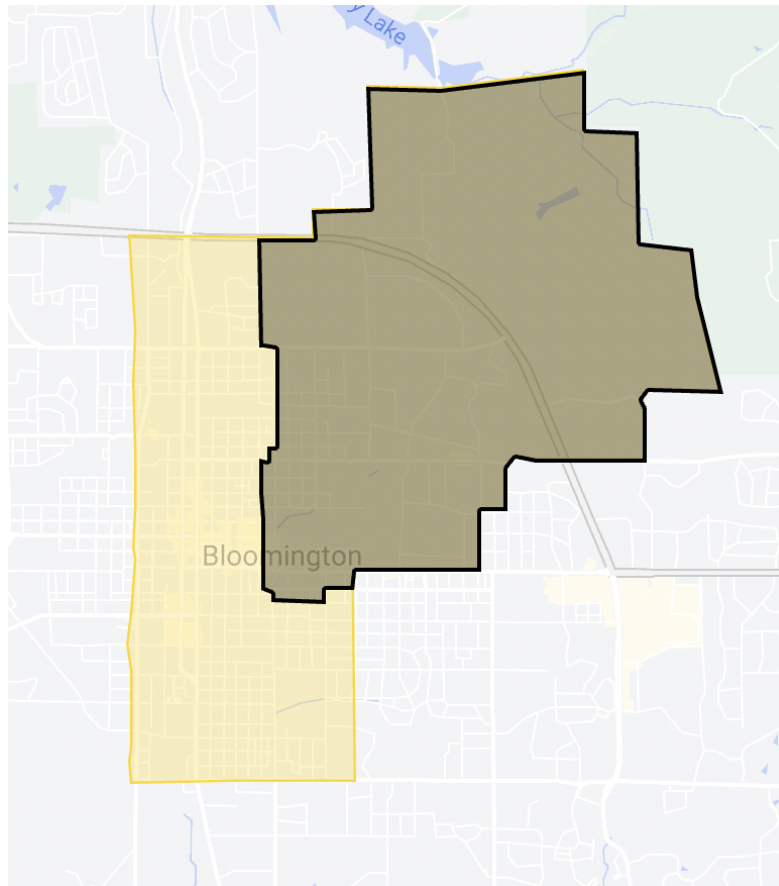
Based on our experience and data from this past year, we plan to deploy our vehicles to zones that match customer demand. Scooter deployments happen each morning between 5 a.m. and 8 a.m., as our Operations Specialists and Juicers deploy freshly charged vehicles to predetermined “hotspots”--areas of high demand--throughout the Deployment Zone. Hotspots have a small geographic digital radius similar to the size of a parking spot. Throughout the day, we deploy Operations Specialists and Juicers to reposition mis-parked vehicles, “rebalance” vehicles to maximize utilization and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or vehicles that have migrated outside the Service Area.

Our proprietary Hotspot Optimizer is a predictive algorithm that accounts for historical demand for each hour of each day. We use this data to identify where to place vehicles to best meet local needs, and the number of vehicles to deploy at each location.

Lime will continue to work with Indiana University on parking solutions on campus. We will not deploy scooters on campus and parking is only allowed at bike racks on campus. To meet this objective we have implemented Mandatory Parking Zone Technology where riders are required to end their trips at designated parking locations (bike racks). If a rider attempts to complete their trip outside the designated parking locations, a pop-up message will appear, informing them that of the parking requirements and prompting them to move the vehicle to a designated parking location. Additionally, we have placed hang tags on every scooter deployed in Bloomington, notifying riders of appropriate parking regulations.



Lime is committed to orderly parking and a safe experience. In response to concerns about improper parking, Lime has expanded its Mandatory Parking Technology. Lime had an existing Mandatory Parking Zone on Indiana University's campus. In October, we expanded this zone to include downtown Bloomington. Within this area, riders are required to end their trips at geofenced parking spots (there is a small buffer to allow for GPS drift). The mandatory parking zone is shown on the map below. The existing Mandatory Parking Zone is shown in gray and the new, expanded zone is shown in yellow. Lime is taking a Phased approach and plans to expand the MPZ technology to cover the entire city in 2024.



Existing Mandatory Parking Zone (outlined in **black**) and proposed MPZ expansion area (**yellow**)

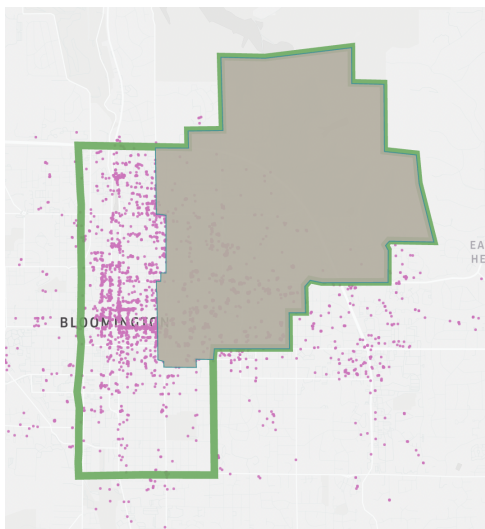
## Demonstrated Improvements



Bloomington’s new downtown mandatory parking zone and mandatory parking pins have already demonstrated effectiveness in driving parking compliance and improving rider behavior. **The map below (left) shows completed trips in Bloomington during the weeks prior to the implementation of new mandatory parking pins and the downtown mandatory parking zone. Completed trips (pink dots) are spread out across the area, and vehicles are parked in isolated locations and not clustered together.**

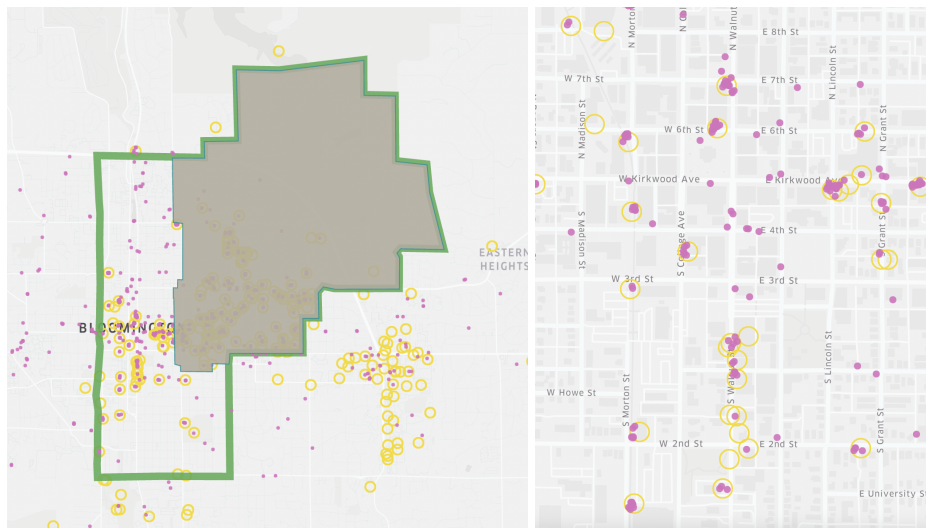
After the implementation of the mandatory parking zone and mandatory parking pins within this zone, **completed trips are now clustered within mandatory parking pins and vehicles are not placed in isolated or inconvenient locations. In the images below, pink dots are completed trips, and the yellow circles are mandatory parking pins.**

**Pre-Implementation**



Completed trips (pink dots) are spread out across the area, and vehicles are parked in isolated locations and not clustered together.

**Post-Implementation**

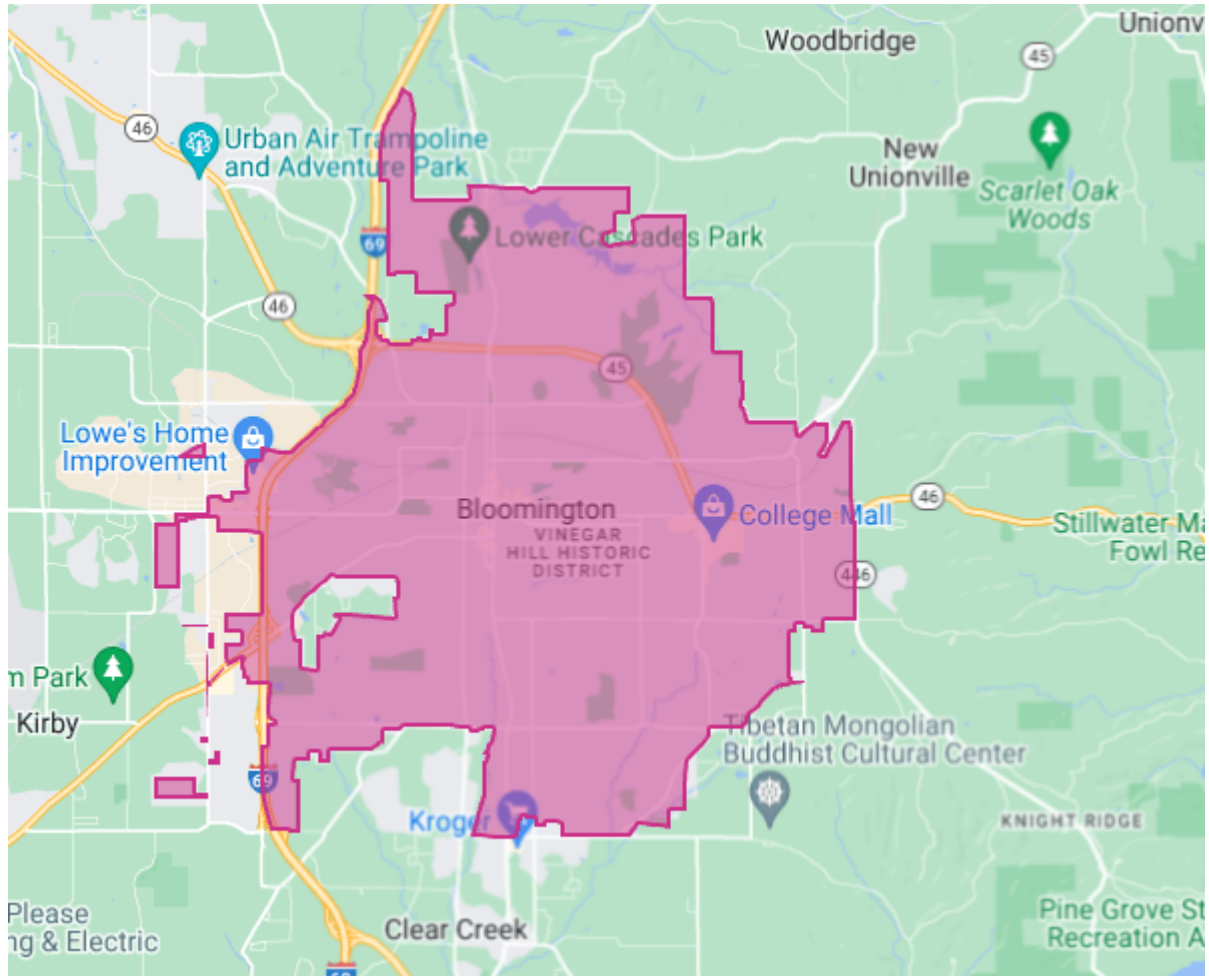


Completed trips (pink dots) are now clustered within mandatory parking pins (yellow circles), creating a more organized parking environment.

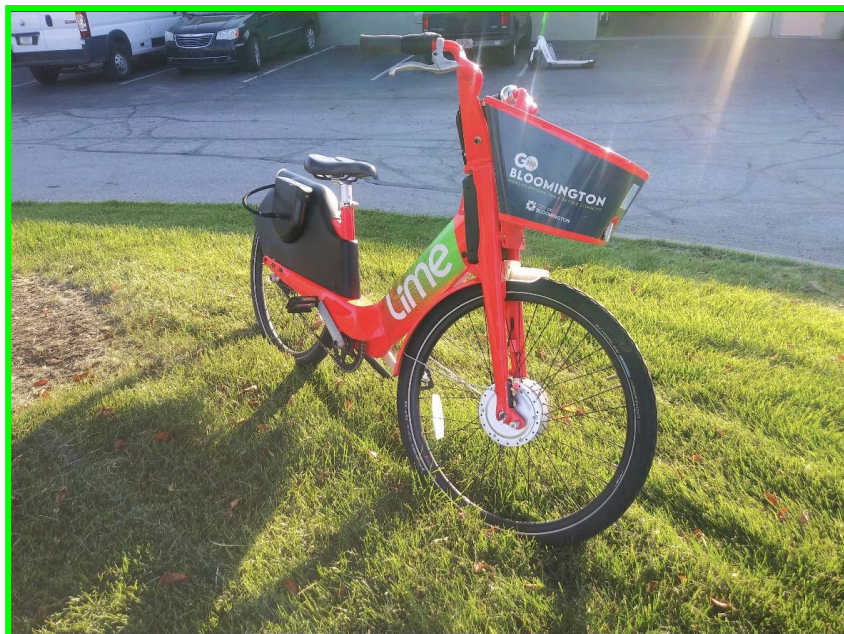


**E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters.**

**Operational Area Map**



F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.



**Lime**

CUSTOMER SUPPORT  
1-888-LIME-345  
(1-888-546-3345)  
support@li.me  
www.li.me



Walking Only

Riding on Sidewalks is Prohibited

**18+**

Must be 18+ to ride



Follow Traffic Rules



Park Responsibly



Helmets are encouraged

**!**

Violations may result in fines and account suspension

**REPORT ISSUES TO CUSTOMER SUPPORT**

## 7. Required Public Outreach and Communications

- A. Identify your company's 24-hour customer service number through which users and members of the public may contact you company:**

**1-888-LIME-345**

- B. Provide the URL to a link or other method of access to a Bloomington-specific page on your website as required by BMC 15.58.120(c):**

**Website:** <https://www.li.me/locations/bloomington>

- C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):**

Lime is dedicated to improving safety for our riders and non-riders across the City of Bloomington. The Lime Bloomington Team has given away hundreds of CPSC-certified helmets to residents and students across the city since launching in Bloomington in 2018. We will continue to do so by partnering with the City's GO BLOOMINGTON campaign and Indiana University to provide free CPSC-certified helmets. Additionally, we will provide access to discounted helmets via the Lime website, where CPSC-certified helmets can be purchased. All Lime's helmets are CPSC certified.

- D. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:**

- **Dates and hours of each safety campaign to be held during the term of this license;**
- **Proposed staffing levels for each campaign;**
- **A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;**
- **The planned method of dissemination for campaign information and materials.**

### **Safety + Outreach Plan**

Lime uses digital and in-person marketing and community engagement tools, hosts in-person events, and partners with community stakeholders to reach the broadest possible audience. We proactively connect with people traditionally underrepresented in micromobility and those that may not be familiar with scooter riding. Throughout Lime's operations in Bloomington, we plan to continue our rider and non-rider engagement to ensure that proper riding is a top priority in the city.

The following is Lime's proposed schedule of Safety Campaign events:

#### **(1) Fall 2023**

Lime + Bloomington Relaunch Safety Week  
(Weather dependent for when Lime relaunches.)



Lime + IUPD Safety Week*(Leads into IU Homecoming Week.)*

Date	Tuesday, October 3, 2023
Duration (Time)	11:00am to 12:00pm (1hr)
Location	Dunn Meadow, IU Campus
Staffing	2 Lime team members
Marketing	Digital (IAM, email), IDS newspaper

Date	Wednesday, October 4, 2023
Duration (Time)	11:00am to 12:00pm (1hr)
Location	Dunn Meadow, IU Campus
Staffing	2 Lime team members
Marketing	Digital (IAM, email), IDS newspaper

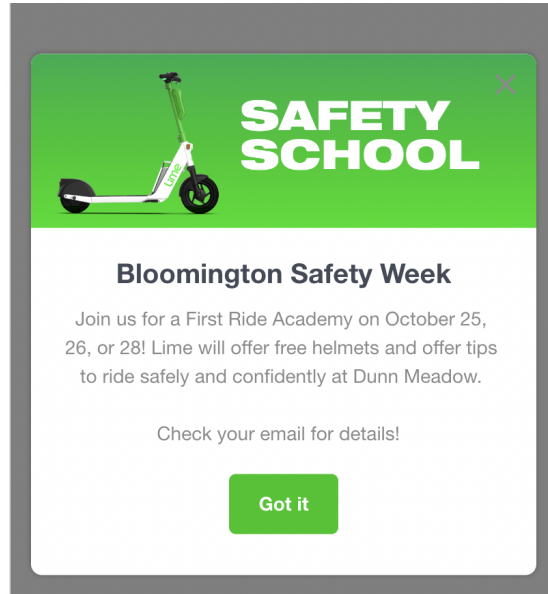
Date	Friday, October 6, 2023
Duration (Time)	10:00am to 12:00pm (2hrs)
Location	Dunn Meadow, IU Campus
Staffing	2 Lime team members
Marketing	Digital (IAM, email), IDS newspaper

Beyond in-person programming, Lime's community engagement goes beyond education and outreach to support strong communities and safe streets in the cities we serve. Braze, an in-app communications platform, permits us to send messages based on many different triggers like rider action (end of ride), geographic area (notice of entering or leaving a geofenced zone), day or time, special events (First Ride events), etc. We can also post information across the top of the home screen for a period of time or permanently. We will post a banner with Bloomington's scooter rules permanently on our home screen.

We have a number of ways to ensure riders receive continual education throughout the course of our operations in Bloomington and we are committed to exploring new opportunities to engage riders and non-riders to improve safety across the city.





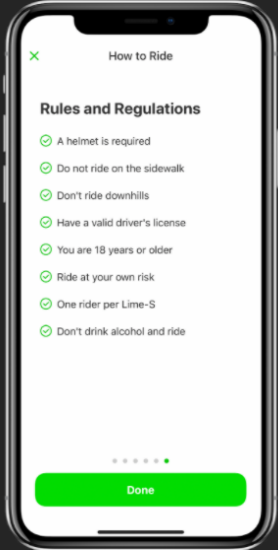


**Before you Lime:**


- Read the “pop-up” screen
- Map your ride

**Know before you go:**

- No texting
- Always wear a helmet



A smartphone displaying the "How to Ride" screen. The screen title is "How to Ride" with a close button. Below is the section "Rules and Regulations" with a list of seven items, each with a green checkmark icon: "A helmet is required", "Do not ride on the sidewalk", "Don't ride downhill", "Have a valid driver's license", "You are 18 years or older", "Ride at your own risk", "One rider per Lime-S", and "Don't drink alcohol and ride". At the bottom of the screen is a green button labeled "Done".

 DIGITAL FIRST RIDE ACADEMY





**How to Ride**

- ✓ Wear a helmet
- ✓ One person per scooter
- ✓ Ride in the bike lane or the street
- ✓ Yield to pedestrians
- ✓ Park responsibly
- ✓ Follow all the rules of the road

**What not to do**

- ✗ Sidewalk riding is prohibited in Bloomington Dismount Zones
- ✗ Park scooters in bike racks where they exist
- ✗ Do not park scooter inside your home
- ✗ Do not park scooters in a way that limits access for individuals with disabilities

**Ride Responsibly**

## 8. Insurance

Attach proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary. The insurance certificate must show proof of the following minimum insurance limits:

Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate

Automobile Liability: \$1,000,000 combined single limit

Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

**Certificate of Liability Insurance attached on next page.**



Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/09/2023

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Neutron Holdings, Inc. DBA Lime 85 Second Street, 1st Floor San Francisco CA 94105 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER B:</b> Lloyd's Syndicate No. 1971		AA1120206
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570099367310      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSDIG2300005 SIR applies per policy terms & conditions	05/01/2023	05/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$5000 Coll. Ded. <input checked="" type="checkbox"/> \$5000 Comp. Ded.			AS2-661-067212-023	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CSDIG2300006 SIR applies per policy terms & conditions	05/01/2023	05/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570099367310

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Bloomington is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policy.  
 Should the General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Bloomington 401 North Morton Street Bloomington IN 47404 USA	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  
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## **9. Indemnification**

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, 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 is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. 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, suites, 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.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

## **10. List of Legal Requirements (Chapter 15.58 of the Bloomington Municipal Code)**

The following requirements apply to all companies ("Operators") deploying scooters within the City of Bloomington. Failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All scooters must be equipped with a bell, horn, or other lawful signaling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be



maintained in a reasonably clean and proper working condition.

F. The following items must be displayed on each scooter:

- a. The required 24-hour phone number stated in this application;
- b. The Operator's website;
- c. Mobile application information for the Operator;

d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.

G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.

H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.

I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.

J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).

K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

## **11. License Fees and Deployment Allowances**

A. The Operator shall submit a payment of \$10,000 in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.

B. In addition, the Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of receipt of said invoice.

The amount of the fee shall be fifteen cents (\$0.15) per ride taken. If the Operator's fleet consists of 50% or more of sit-down vehicles, the City will reduce the Operator's fees from 15 cents per ride to 10 cents per ride for the entire fleet.

C. Fleets are capped at a maximum of 400 vehicles per Operator. The Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the



right, at its discretion, to lower the number of deployed scooters allowed under this license if the average usage per device falls below 2.0 in any given calendar month. If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of standing scooters allowed under this license. If the weekly average of trips per day per vehicle surpasses 2.0, the Operator may petition the Board of Public Works to increase its fleet size. The Operator must submit monthly reports specifying the number of deployed devices and the average usage per device.

At least 25% of the Operator's fleet must consist of e-bikes or sit-down scooters. The Operator will submit monthly reports specifying the distribution of each vehicle type.

In the event that repeated parking violations result in an excessive number of impoundments of the Operator's scooters by the City in any calendar month, the City may order a reduction in the number of standing scooters allowed under this license. The determination of what constitutes an excessive number of impoundments is made at the sole discretion of the City.

The Operator may petition the City for a review of the number of allowed scooters after 30 days have elapsed from the date of an order of reduction.

## **12. Summary of Required Attachments**

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.
- B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.
- C. An outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
  - Dates and hours of each safety campaign to be held during the term of this license; • Proposed staffing levels for each campaign;
  - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
  - The planned method of dissemination for campaign information and materials.
- D. An insurance certificate that is compliant with Section 8 of this Application.
- E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$10,000).



By signing below, the undersigned certifies that he/she is authorized to execute this application on behalf of the shared-use motorized scooter Operator herein identified, that the information contained herein is true and accurate, and that he/she intends to be bound by the terms and conditions of this application.

Drew Lake  
Printed Name

Regional General Manager  
Title



\_\_\_\_\_  
Signature

July 18, 2023  
Date

Neutron Holdings, Inc. dba Lime  
Name of Company



**ATTACHMENT A - SPECIAL EVENT AGREEMENT**

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

The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

The undersigned shall comply with all such designations. Failure to comply will constitute a violation of BMC 15.58 and shall be subject to penalties as outlined in BMC 15.58.040(g).

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

Drew Lake  
Printed Name

Regional General Manager  
Title



\_\_\_\_\_  
Signature

July 18, 2023  
Date







## Board of Public Works Staff Report

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<b>Project/Event:</b>	<b>Resolution to uphold the Order to Vacate and Repair</b>
<b>Petitioner/Representative:</b>	HAND
<b>Staff Representative:</b>	Michael Arnold
<b>Meeting Date:</b>	August 29, 2023

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### Report:

August 11 2023      Sent Order to Vacate and Repair

This property has been an ongoing problem with damage, accumulation of trash and debris and being occupied by unauthorized persons. The recorded owner does not live at this address. HAND had some difficulty in finding the owner but was eventually successful in doing so.

The property was abated on 08/17/2023 for Title 6 violations for trash and debris.

The property is occupied and does not have a valid Residential Rental Occupancy Permit as required by Title 16 - Residential Rental Unit and Lodging Establishment Inspection Program. Bloomington Municipal Code. The owner has indicated that the occupants do not have permission to live there. The owner has been notified of steps required to obtain an eviction but is unable or unwilling to follow through with the process. Therefore, HAND has issued an Order to Vacate and repair.

Section 17.16.020 adopts the Indiana Building Law. This Law requires BPW to uphold the Resolution to uphold the Order to Vacate and Repair.

**BOARD OF PUBLIC WORKS  
RESOLUTION 2023-58  
Unsafe Order for 105 E. Driscoll Drive, Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Vacate and Repair** on real estate located at 105 E. Driscoll Drive, Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code section 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an 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 section 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, August 29, 2023.

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

- Affirms the Order issued by HAND on August 11, 2023.
- Rescinds the Order issued by HAND on August 11, 2023.
- Modifies the Order issued by HAND on August 11, 2023. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

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**So Ordered this 29th day of August, 2023.**

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: \_\_\_\_\_





August 11, 2023

Roberta Camden  
1637 E Cherry Ln  
Bloomington IN 47401

**UNSAFE BUILDING  
ORDER TO VACATE AND REPAIR**

RE: Structure(s) or premises located at 105 E Driscoll Dr, Bloomington, Indiana 47401  
Legal description of relevant property: 015-09210-00 Driscoll Pt (w40') Lot 42

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) 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 **VACATE THE STRUCTURE(S)** at the above-referenced property within **30** days, to wit: by 12 midnight local time on **September 14, 2023**. This Order expires August 11, 2025.

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

1. Vacant the structure by **September 14, 2023**
2. Contact Monroe County Building Department to determine if any permits are required for the work/repairs listed below
3. Contact the Historic Preservation Program Manager to determine if any permits or reviews are required for the work/repairs listed below
4. Remove all Trash, Rubbish and Debris by **September 14, 2023**, including but not limited to:
  - i. Construction Materials
  - ii. Bicycle parts
  - iii. Litter
  - iv. Trash
  - v. Debris
  - vi. Tree limbs and brush
5. Reinstall the fallen porch support column and secure the loose support columns by **October 14, 2023**
6. Seal the structure from unauthorized entry by **September 14, 2023** (see attached)

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 VACATE** is being issued as a result of inspection(s) conducted by HAND on July 12, 2023. 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 August 29, 2023**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. 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.

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

---

Date



**105 E Driscoll Dr**





### **17.16.060 Uniform standards for sealing an unsafe building.**

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
  - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
    - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
    - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
    - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
    - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
  - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
    - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
    - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (3) In case of a ground level door the following method of securing shall be used:
    - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
    - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
    - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
  - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
  - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
  - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)

August 11, 2023

Occupants  
105 E Driscoll Dr  
Bloomington IN 47401

**UNSAFE BUILDING  
ORDER TO VACATE AND REPAIR**

RE: Structure(s) or premises located at 105 E Driscoll Dr, Bloomington, Indiana 47401  
Legal description of relevant property: 015-09210-00 Driscoll Pt (w40') Lot 42

As occupants, you have an interest in the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) 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 **VACATE THE STRUCTURE(S)** at the above-referenced property within **30** days, to wit: by 12 midnight local time on **September 14, 2023**.

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

1. Vacant the structure by September 14, 2023
2. Contact Monroe County Building Department to determine if any permits are required for the work/repairs listed below
3. Contact the Historic Preservation Program Manager to determine if any permits or reviews are required for the work/repairs listed below
4. Remove all Trash, Rubbish and Debris by September 14, 2023, including but not limited to:
  - i. Construction Materials
  - ii. Bicycle parts
  - iii. Litter
  - iv. Trash
  - v. Debris
  - vi. Tree limbs and brush
5. Reinstall the fallen porch support column and secure the loose support columns by October 14, 2023
6. Seal the structure from unauthorized entry by September 14, 2023 (see attached)

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 VACATE** is being issued as a result of inspection(s) conducted by HAND on July 12, 2023. 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 August 29, 2023**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. 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.

---

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

---

Date



## Board of Public Works Staff Report

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**Project/Event:** Sidewalk Closure on W 8<sup>th</sup> St between N Rogers St and B-Line Trail

**Staff Representative:** Alex Gray

**Petitioner/Representative:** Gilliatte General Contractors

**Date:** August 29th, 2023

---

**Report:** Gilliatte General Contractors is requesting a sidewalk closure on W 8th St between the B-Line Trail and N Rogers St to relocate an underground stormwater tunnel. Gilliatte has been in coordination with CBU for the relocation of the stormwater tunnel as well as affected utilities in the area. The work is expected to take approximately 5 days and will start soon after approval.





# 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: \_\_\_\_\_

<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Jeff Lewis</u></p> <p>E-MAIL: <u>jlewis@gilliatte.com</u></p> <p>COMPANY: <u>Gilliatte General Contractors</u></p> <p>ADDRESS: <u>2515 Blayd Ave</u></p> <p>CITY, STATE, ZIP: <u>Indianapolis IN 46218</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Mark Bowling</u></p> <p>24-HR CONTACT PHONE #: <u>317-638-3355</u></p> <p>INSURANCE #*: <u>52461064</u> COMPANY: <u>Selective</u></p> <p>BOND#*: _____ COMPANY: _____</p> <p><small>*INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: <u>BIR</u></p> <p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): _____</p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>8th Street</u></p> <p>1ST INTERSECTING STREET NAME: <u>Alley</u></p> <p>2ND INTERSECTING STREET NAME: <u>B-Line Trail</u></p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED</p> <p>START DATE: <u>TBD</u> END DATE: <u>TBD</u> # OF DAYS*: <u>5</u></p> <p>STREET NAME 2: _____</p> <p>1ST INTERSECTING STREET NAME: _____</p> <p>2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED</p> <p>START DATE: _____ END DATE: _____ # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p><b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: <u>24</u> AM - _____ PM</p> <p><small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process</small></p> <p><small>BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD</p> <p><input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES</p> <p><input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b></p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p><b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b></p> <p>PROJECT NAME: _____</p> <p>PROJECT #: _____</p> <p>PROJECT MGR.: _____</p> <p>PROJECT MGR. #: _____</p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small></p> <p><b>G. EXCAVATIONS:</b></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: <u>100 SF</u></p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>500 SF</u></p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: _____</p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: _____</p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: <u>125 SF</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p># RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>Indiana 811</b></p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p><small>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.</small></p> <p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p><small>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.</small></p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Jeff Lewis</u></p> <p>SIGNATURE: <u>[Signature]</u></p> <p>DATE: <u>8/15/23</u></p>
---	---

For Administration Use Only (applicable to CLOSURE approval)

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

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



GILLIATTE GENERAL CONTRACTORS, INC.  
2515 Bloyd Avenue, Indianapolis, IN 46218  
Phone: 317-638-3355 / Fax: 317-634-5997

August 24, 2023

Board of Public Works  
401 N. Morton St., Ste 120  
Bloomington, IN 47404

Dear Board Members:

Please accept this correspondence as a request to be included on the agenda of the board meeting scheduled August 29, 2023 seeking approval of R.O.W. use for construction activities located at 411 W. 8<sup>th</sup> Street known as JC Flats.

The work includes:

- Relocation of city storm drain
- 1 week sidewalk closure on north side of 8<sup>th</sup> St. from the B line trail to the alley on the west side of the property. Work to start 9/11/23

We will notify all the adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via certified mail including our M.O.T. plan.

Sincerely,

Gilliatte General Contractors, Inc.

A handwritten signature in blue ink, appearing to read "Jeff Lewis", is written over the printed name.

Jeff Lewis  
Project Manager

335 W. 8th Street  
335 W. 8th Street  
Bloomington, Indiana  
47404

Owner  
**PEERLESS DEVELOPMENT**  
501 North Clinton Street  
Chicago, Illinois 60654

Architect  
**RATIO**  
101 South Pennsylvania Street  
Indianapolis, Indiana 46204  
317-633-4040

Structural Engineer  
**LYNCH, HARRISON & BRUMLEVE, INC.**  
550 Virginia Avenue  
Indianapolis, Indiana 46203  
317-423-1550

Mechanical / Electrical Engineer  
**CIRCLE DESIGN GROUP**  
9229 Delegates Row, Suite 150  
Indianapolis, Indiana 46240  
317-781-6200

Civil Engineer  
**SMITH DESIGN GROUP**  
2755 East Canada Drive, Suite 101  
Bloomington, Indiana 47401  
812-336-6536

Technology Consultant  
**ENGINEERING PLUS**  
9018 Heritage Parkway, Suite 1000  
Woodridge, Illinois 60517  
630-786-4200

Interior Designer  
**CLINE DESIGN**  
125 N. Harrington St.  
Raleigh, NC 27603  
704-333-7272

12/22/2022



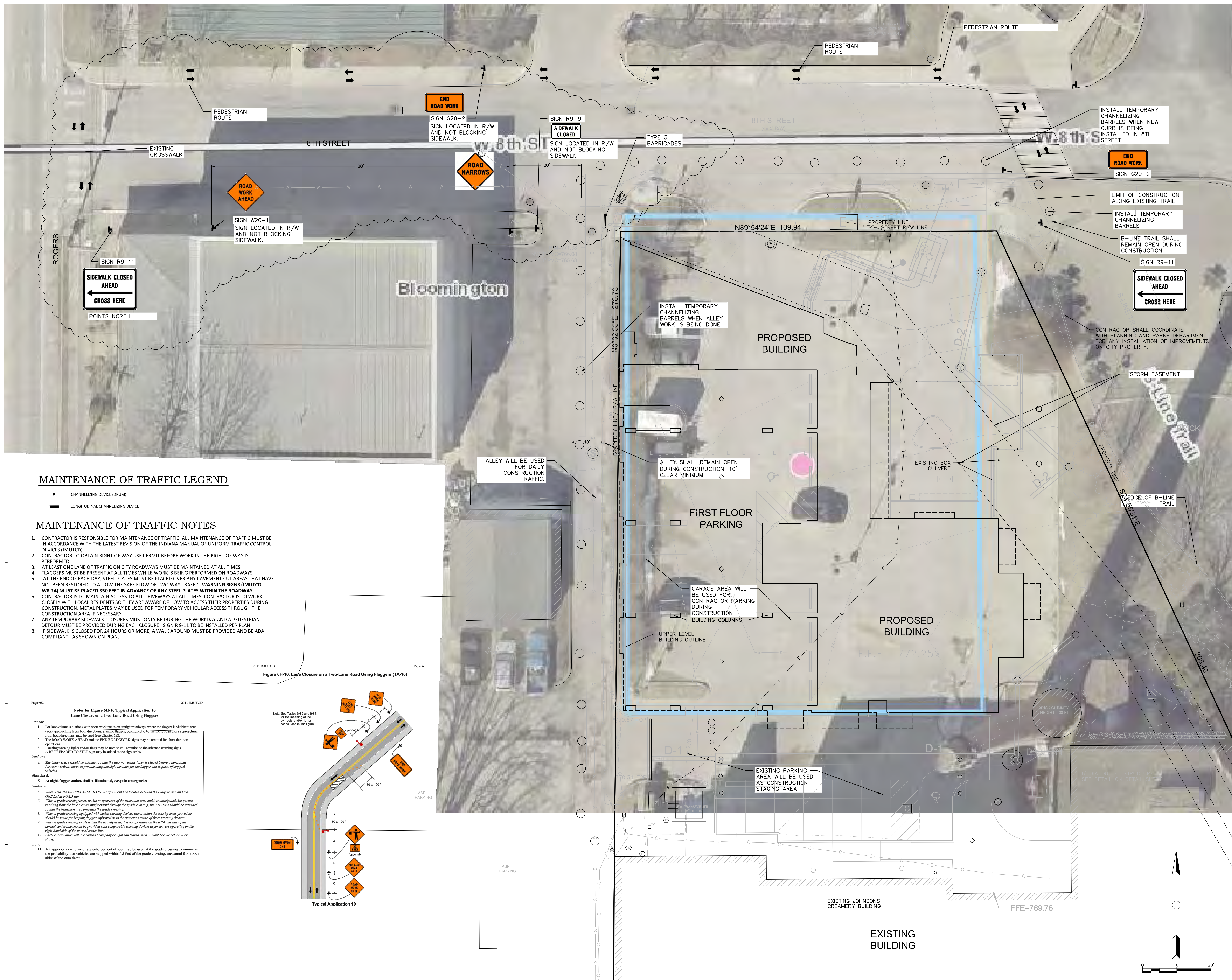
SHEET ISSUE		
1	100% DD	2/3/2022
2	GRADING PERMIT SUBMITTAL	3/10/2022
3	50% CD SET	3/17/2022
4	CBU SUBMISSION	3/23/2022
5	GMP AND PERMIT SET	4/15/2022
6	ADDENDUM 1	4/29/2022
7	GRADING PERMIT AND CBU SUBMITTAL	6/17/2022
8	CONFORMED SET	6/17/2022
9	GRADING PERMIT AND CBU SUBMITTAL	12/22/2022
10	GRADING PERMIT AND CBU SUBMITTAL	2/20/2023
11	CBU SUBMITTAL	4/05/2023
12	CONSTRUCTION DOCUMENTS	6/13/2023



PROJECT NO. 21041.000

SHEET TITLE  
**MOT SHEET**

SHEET NUMBER  
**C401**



**MAINTENANCE OF TRAFFIC LEGEND**

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE

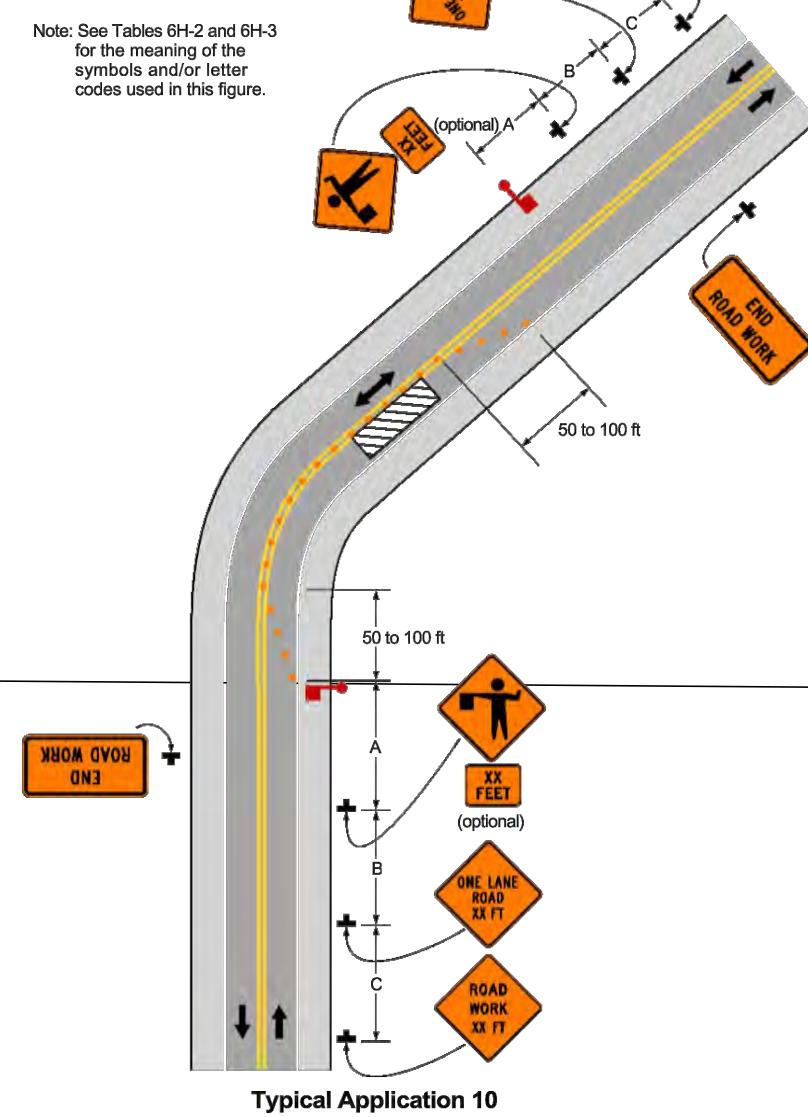
**MAINTENANCE OF TRAFFIC NOTES**

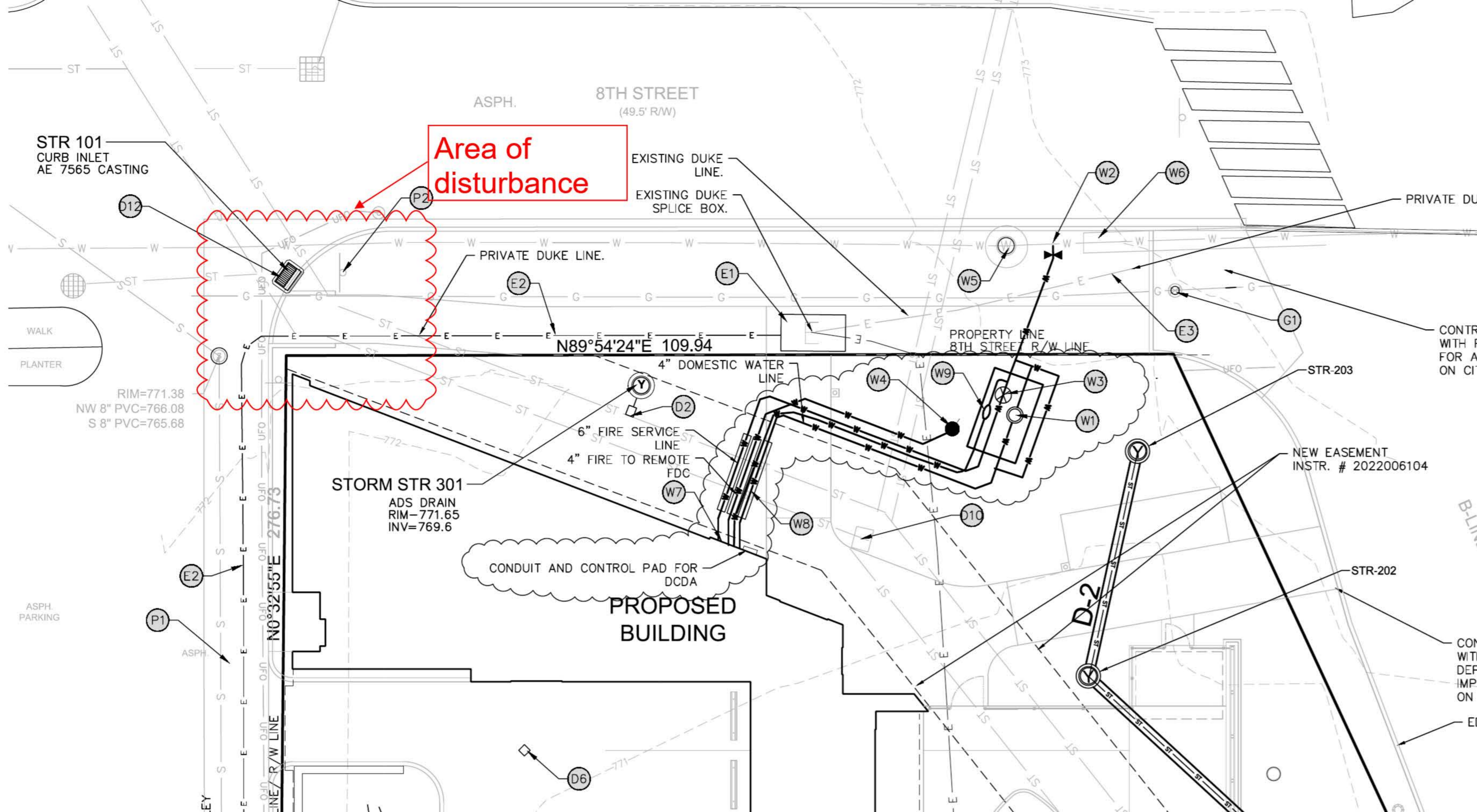
- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- CONTRACTOR TO OBTAIN RIGHT OF WAY USE PERMIT BEFORE WORK IN THE RIGHT OF WAY IS PERFORMED.
- AT LEAST ONE LANE OF TRAFFIC ON CITY ROADWAYS MUST BE MAINTAINED AT ALL TIMES.
- FLAGGERS MUST BE PRESENT AT ALL TIMES WHILE WORK IS BEING PERFORMED ON ROADWAYS.
- AT THE END OF EACH DAY, STEEL PLATES MUST BE PLACED OVER ANY PAVEMENT CUT AREAS THAT HAVE NOT BEEN RESTORED TO ALLOW THE SAFE FLOW OF TWO WAY TRAFFIC. WARNING SIGNS (MUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY. CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.
- ANY TEMPORARY SIDEWALK CLOSURES MUST ONLY BE DURING THE WORKDAY AND A PEDESTRIAN DETOUR MUST BE PROVIDED DURING EACH CLOSURE. SIGN R 9-11 TO BE INSTALLED PER PLAN.
- IF SIDEWALK IS CLOSED FOR 24 HOURS OR MORE, A WALK AROUND MUST BE PROVIDED AND BE ADA COMPLIANT. AS SHOWN ON PLAN.

2011 MUTCD Page 6  
**Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)**

Page 602 2011 MUTCD  
**Notes for Figure 6H-10 Typical Application 10 Lane Closure on a Two-Lane Road Using Flaggers**

- Options:**
- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to the left or right of the work zone, may be used (see Chapter 6E).
  - The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
  - Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
  - A BE PREPARED TO STOP sign may be added to the sign series.
- Guidance:**
- The buffer space should be extended so that the two-way traffic sign is placed before a horizontal or street vertical curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
- Standards:**
- At night, flagger stations shall be illuminated, except in emergencies.
- Guidance:**
- When used, the BE PREPARED TO STOP sign should be located between the flagger sign and the ONE LANE ROAD sign.
  - When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
  - When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
  - When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
  - Early coordination with the railroad company or light rail transit agency should occur before work starts.
- Option:**
- A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.





**Area of disturbance**

8TH STREET  
(49.5' R/W)

STR 101  
CURB INLET  
AE 7565 CASTING

EXISTING DUKE LINE.  
EXISTING DUKE  
SPLICE BOX.

PRIVATE DUKE LINE.

N89°54'24"E 109.94

4" DOMESTIC WATER  
LINE

6" FIRE SERVICE  
LINE  
4" FIRE TO REMOTE  
FDC

STORM STR 301  
ADS DRAIN  
RIM-771.65  
INV=769.6

CONDUIT AND CONTROL PAD FOR  
DCDA

**PROPOSED  
BUILDING**

PROPERTY LINE  
8TH STREET R/W LINE

NEW EASEMENT  
INSTR. # 2022006104

STR-202

STR-203

WALK  
PLANTER

RIM=771.38  
NW 8" PVC=766.08  
S 8" PVC=765.68

ASPH.  
PARKING

N0°32'55"E 276.73

LINE/R/W LINE

PRIVATE DUKE

CONTR  
WITH P  
FOR A  
ON CI

CON  
WITH  
DEF  
IMP  
ON

ED



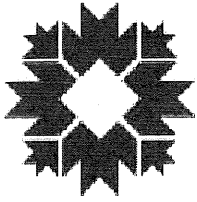
## Board of Public Works Staff Report

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<b>Project/Event:</b>	Road Closure on W Sunset Ave for Sanitary Work
<b>Staff Representative:</b>	Alex Gray
<b>Petitioner/Representative:</b>	Reed & Sons Construction
<b>Date:</b>	August 29th, 2023

---

**Report:** Reed and Sons is requesting a road closure on W Sunset Ave near S Park Square Dr for 2 weeks for sanitary sewer installation for the West Gate Development project in Monroe County. Access to residential driveways will be maintained while work is occurring. The work is scheduled to start after Board approval.



# 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: W SUNSET AVE

<b>A. APPLICANT/AGENT INFORMATION:</b>	<b>D. TRAFFIC CONTROL DEVICES*:</b>
APPLICANT NAME: <u>MATTHEW ROLLINS</u>	<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD
E-MAIL: <u>MATTHEW@REEDANDSONSCONSTRUCTION.COM</u>	<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>REED &amp; SONS CONSTRUCTION, INC.</u>	<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER
ADDRESS: <u>299 MOORMAN ROAD</u>	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
CITY, STATE, ZIP: <u>BLOOMINGTON, IN 47403</u>	
24-HR EMERGENCY CONTACT NAME: <u>SHANNON REED</u>	<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b>
24-HR CONTACT PHONE #: <u>(812) 320-7313</u>	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
INSURANCE #*: _____ COMPANY: _____	<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>
BOND#*: _____ COMPANY: _____	PROJECT NAME: _____
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	PROJECT #: _____
<b>**SUBCONTRACTOR INFORMATION**</b>	PROJECT MGR.: _____
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT MGR. #: _____
COMPANY NAME: _____	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
<b>B. WORK DESCRIPTION:</b>	<b>G. EXCAVATIONS:</b>
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*	SQ FT OF PAVEMENT* EXCAVATIONS : <u>660</u>
(EXPLAIN): _____	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
STREET NAME 1: <u>W SUNSET AVE</u>	LINEAL FT OF BORE*: _____
1ST INTERSECTING STREET NAME: <u>S PARK SQUARE DR</u>	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
2ND INTERSECTING STREET NAME: <u>S WESTWOOD DR</u>	# OF POLE INSTALLATIONS/REMOVAL: _____
<input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	SQ FT OF SIDEWALK RECONSTRUCTION*: _____
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
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	SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____
START DATE: <u>10.23.23</u> END DATE: <u>10.27.23</u> # OF DAYS*: <u>4</u>	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2: _____	#RESIDENTIAL DRIVEWAY INSTALLATION: _____
1ST INTERSECTING STREET NAME: _____	<b>H. INDEMNIFICATION AGREEMENT:</b>
2ND INTERSECTING STREET NAME: _____	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.
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	PRINT NAME: _____
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED	SIGNATURE: _____
START DATE: _____ END DATE: _____ # OF DAYS*: _____	DATE: _____
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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.
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>	STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>	REQUESTED CLOSURE HOURS: _____ AM - _____ PM
REQUESTED CLOSURE HOURS: _____ AM - _____ PM	*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process
*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)
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	

For Administration Use Only (applicable to CLOSURE approval)

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

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

July 21, 2023

*Via Electronic Delivery*

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

Re: W Sunset Ave Street Closure

Dear Board Members:

Reed & Sons Construction, Inc. (“Reed & Sons”) is installing a section of new sanitary sewer main at W Sunset Ave, Bloomington, Indiana starting at 4657 W Sunset Ave heading West across S Park Square Dr into the adjacent field.

To facilitate this project, Reed & Sons is respectfully requesting the temporary lane closure of W Sunset Ave between S Park Square Dr and S Westwood Dr to through traffic as well as the closure of the crosswalk along S Park Square Dr in accordance with the attached Maintenance of Traffic Plan. Reed & Sons is requesting the lane closure from July 31, 2023, through August 11, 2023. This request is being extradited because of school traffic traveling to and from the grade school to the South.

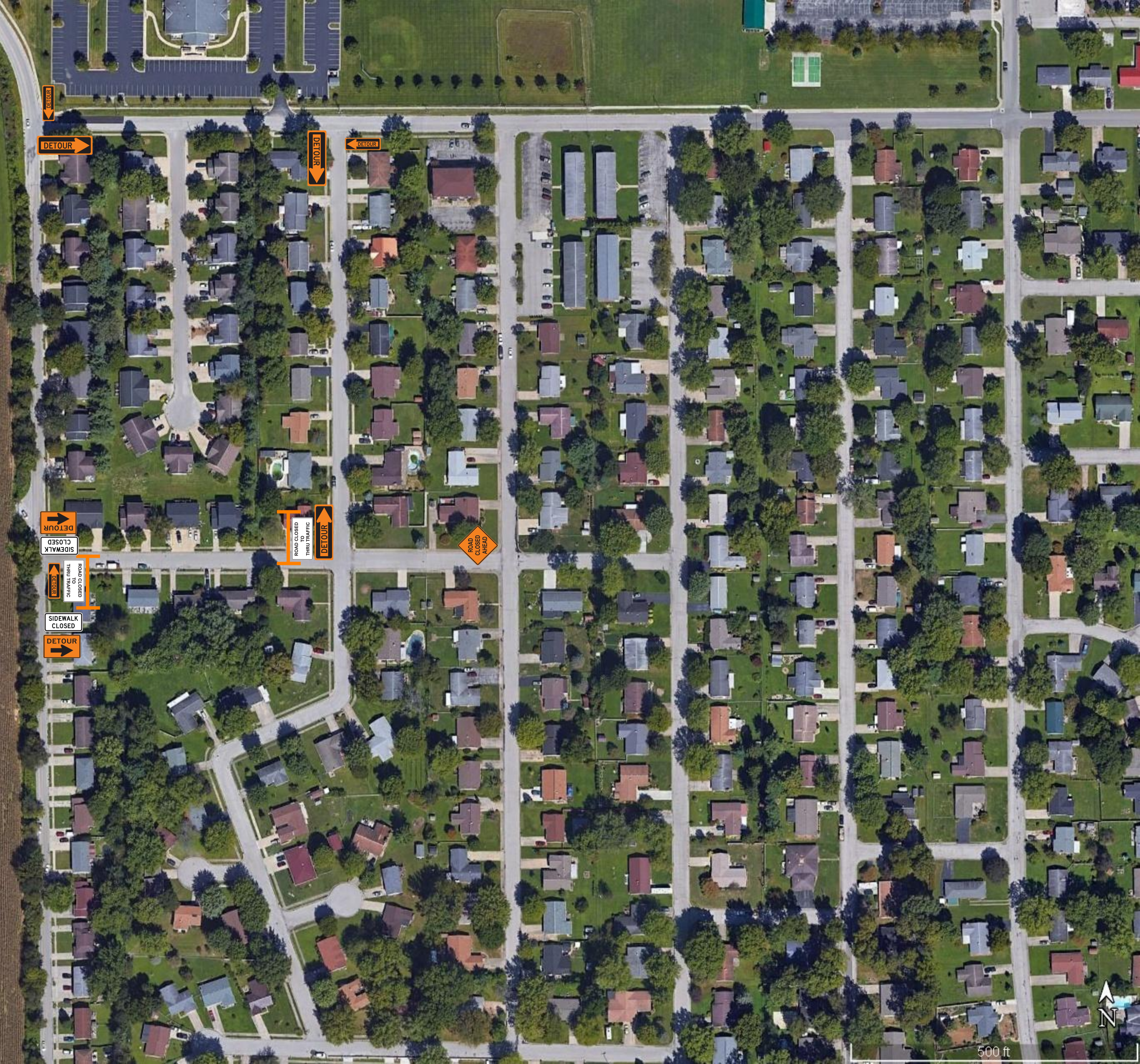
Reed & Sons will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Reed & Sons respectfully requests that the Board of Public Works approves the restrictions and/or closure referenced above.

Kind regards,

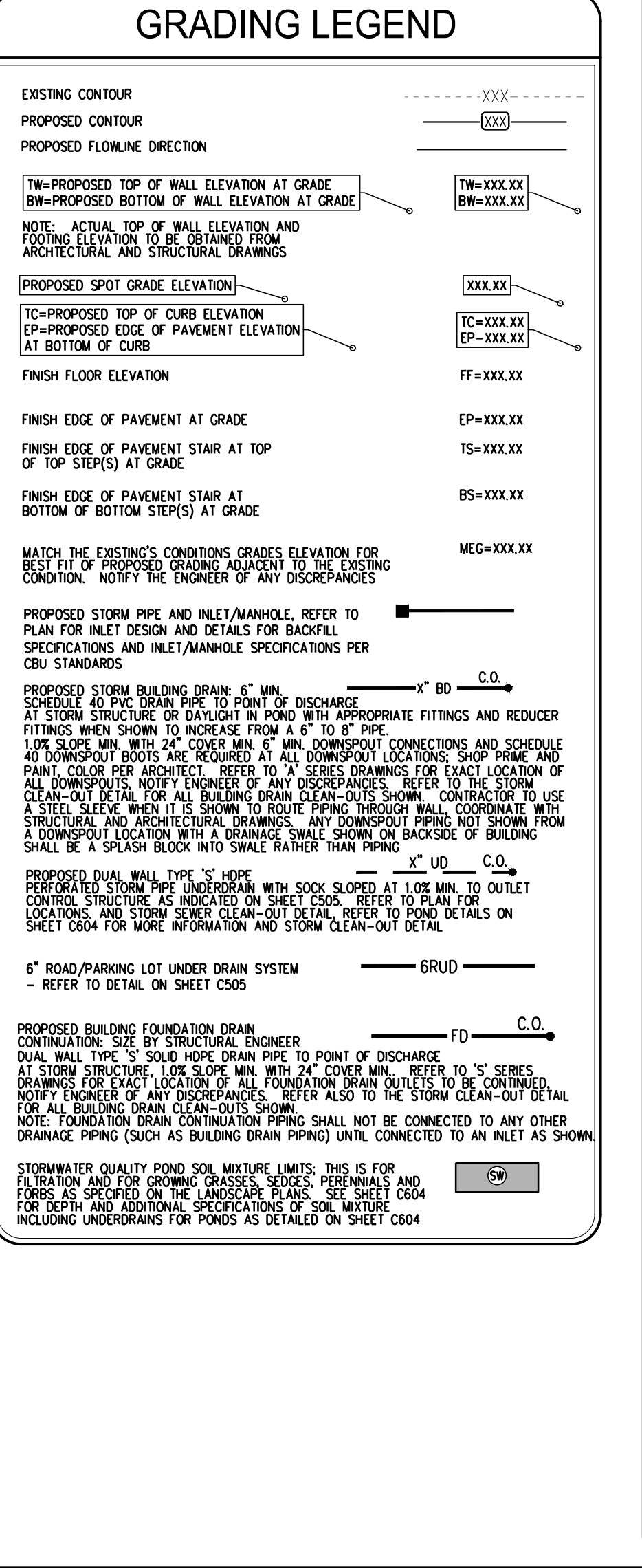
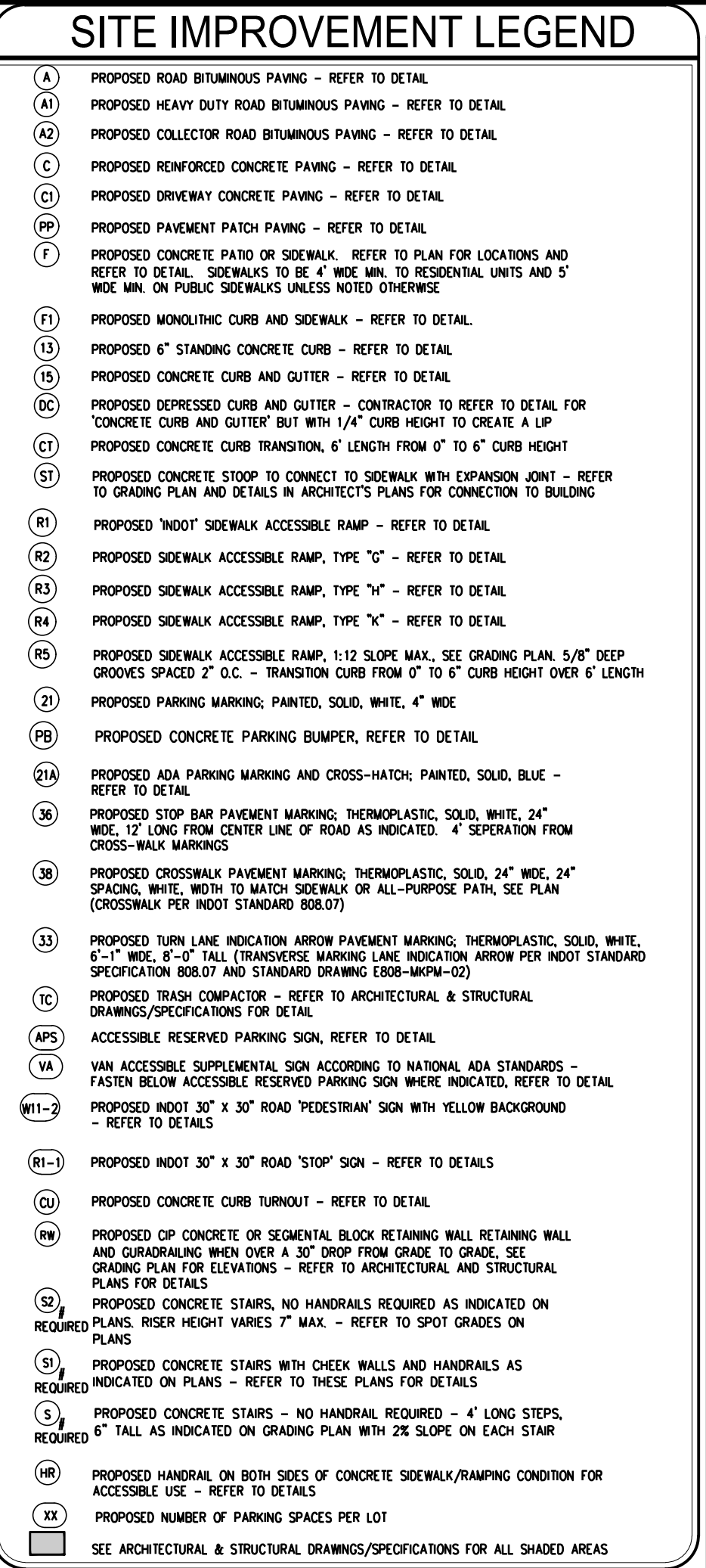
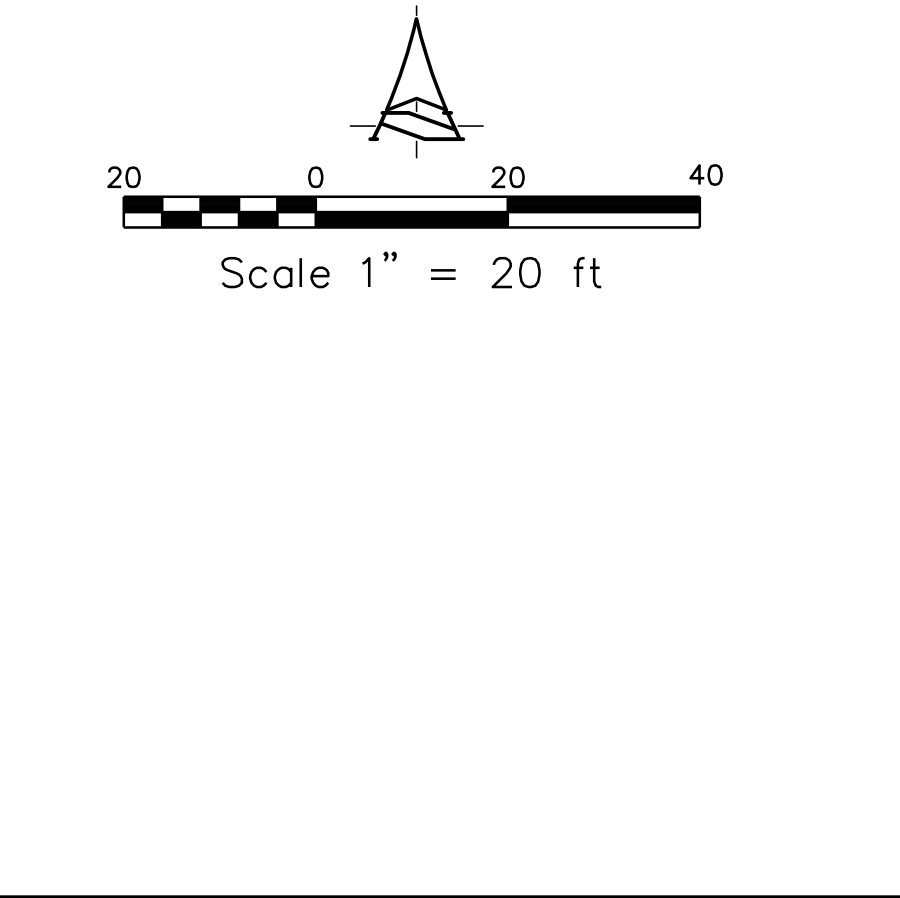
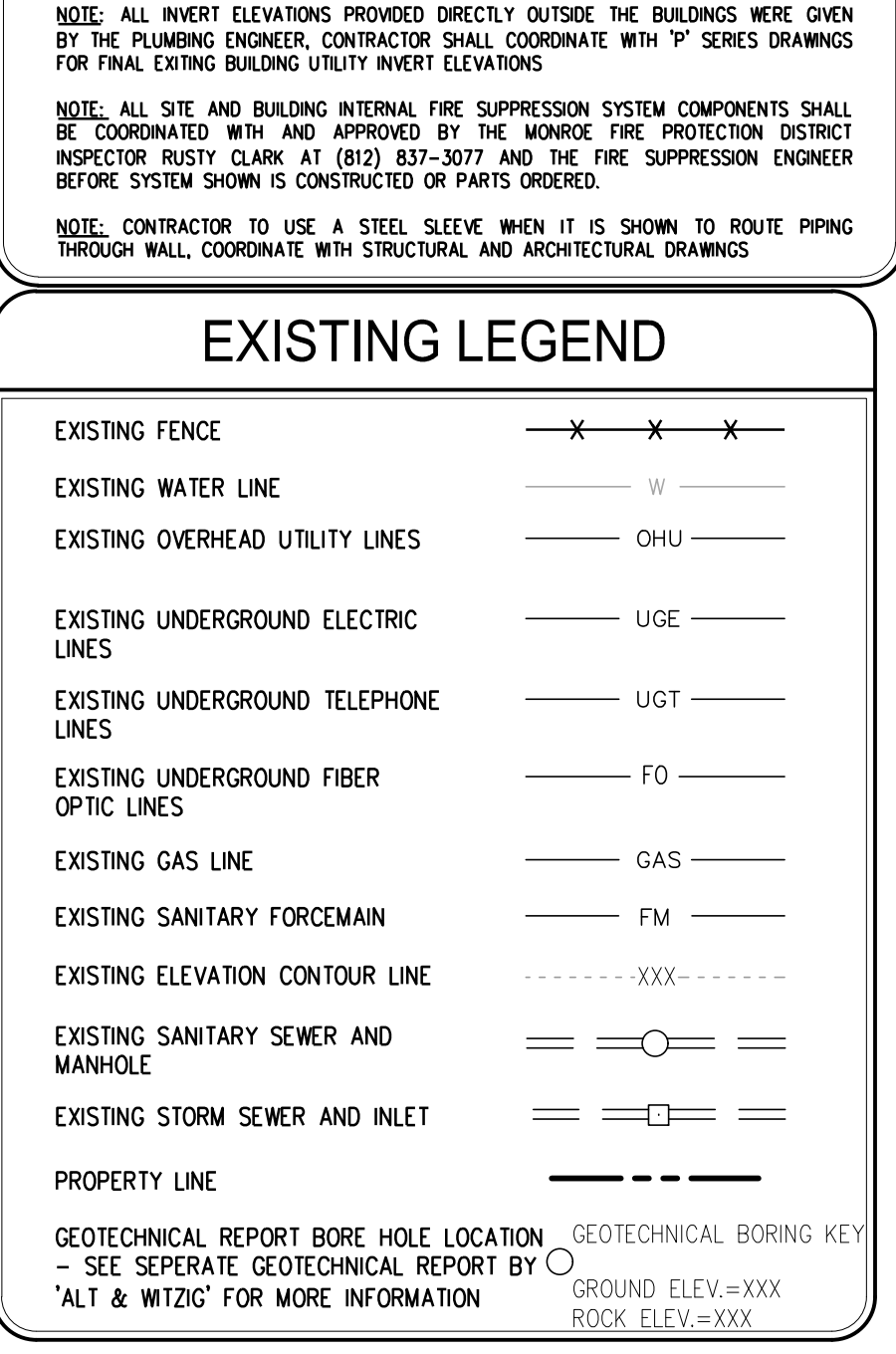
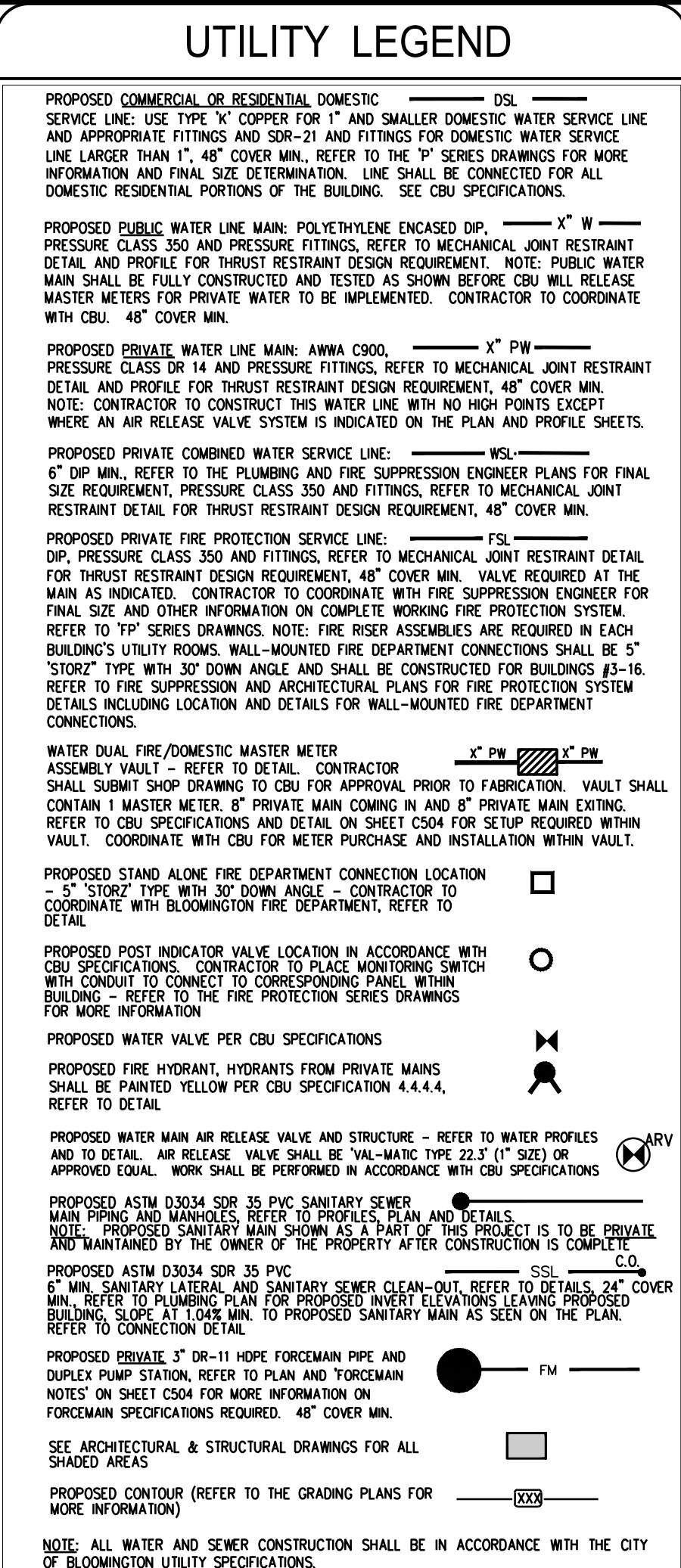
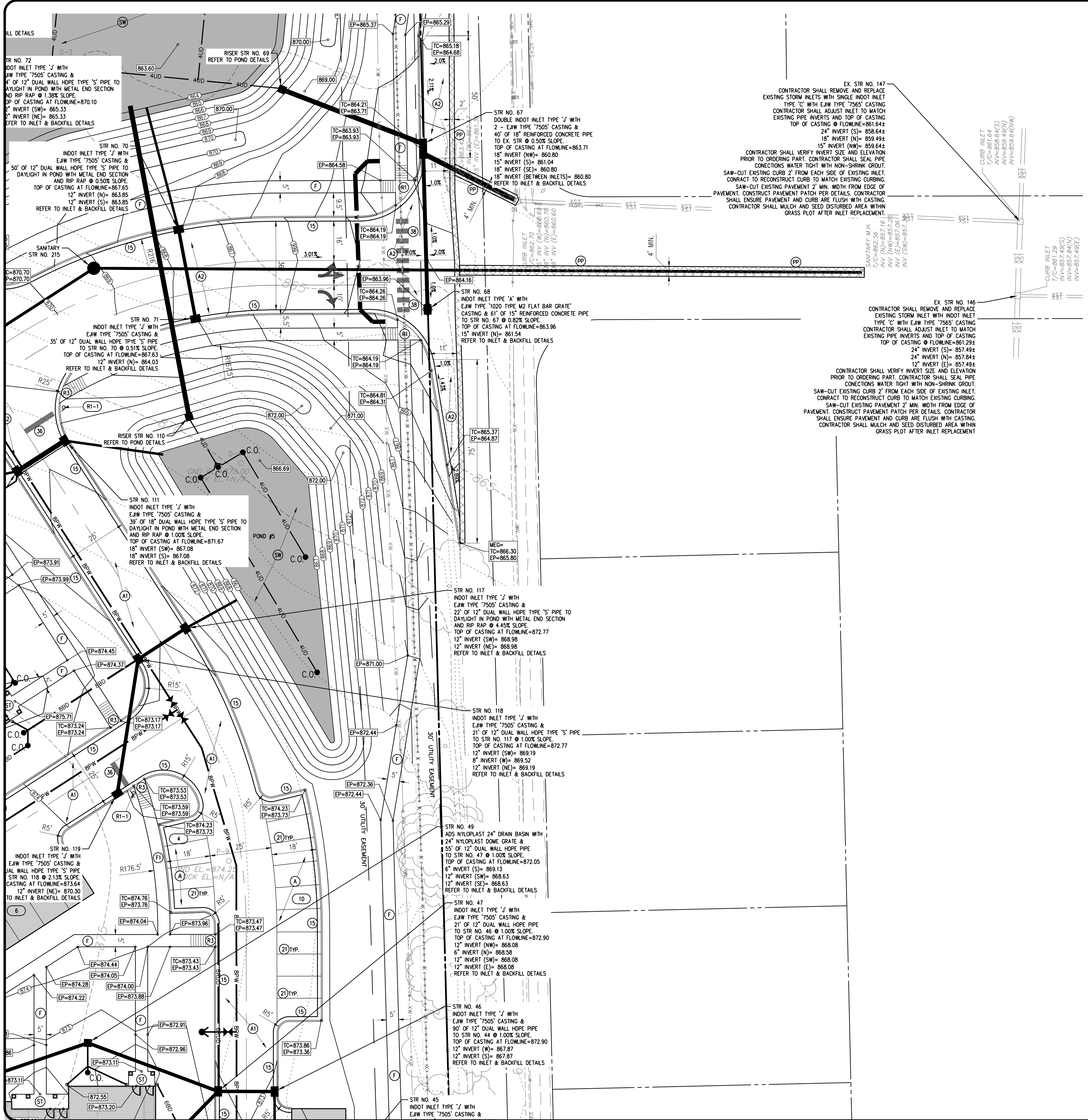
Matthew Rollins  
Project Manager  
Reed & Sons Construction, Inc.

# Maintenance of Traffic Plan

Westgate on Third Offsite Sanitary Sewer Installation







revisions:

ARCHITECTURE  
CIVIL ENGINEERING  
PLANNING

BYNUM FANYO & ASSOCIATES, INC.

1528 north walnut street  
(812) 332-8030

11500284  
STATE OF INDIANA  
PROFESSIONAL ENGINEER  
1.01.22

certified by: [Signature]



## Board of Public Works Staff Report

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**Project/Event:** Atlantic Engineering Group (AEG)  
**Staff Representative:** Alex Gray  
**Petitioner/Representative:** Bret Simons  
**Date:** August 29th, 2023

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**Report:** AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from August 31st through the end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 1 area project to be granted through this BPW meeting. The following area includes...

N Morton St This runs from W 11th St to W 6th St and over to N Rogers St. N Rogers St will consist of aerial fiber from W 6th St to W 11th St.



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

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

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

ROW EXCAVATION  ROW USE

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

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: _____ E-MAIL: _____ COMPANY: _____ ADDRESS: _____ CITY, STATE, ZIP: _____ 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: _____ INSURANCE #*: TB5-691-473497-082 COMPANY: ACORD BOND#*: _____ COMPANY: _____ <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> <b>**SUBCONTRACTOR INFORMATION**</b> <b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b> COMPANY NAME: _____	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small> <b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b> <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> <b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b> PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small> <b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*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)</small>	<div data-bbox="860 1375 1079 1470" data-label="Image"></div> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> <b>H. INDEMNIFICATION AGREEMENT:</b> The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: <u>Bret Simans</u> DATE: _____

For Administration Use Only (applicable to CLOSURE approval)

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

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



P.O. Box 349 | Buford, Georgia 30515  
Main Office: (706)654-2298  
[www.aeg.cc](http://www.aeg.cc)

To: City of Bloomington – Engineering Department  
Subject: City of Bloomington Right of Way Application

Dear Board Members,

Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these upcoming projects, AEG is respectfully requesting access to the ROW as planned out in the submitted permits.

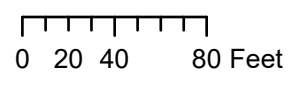
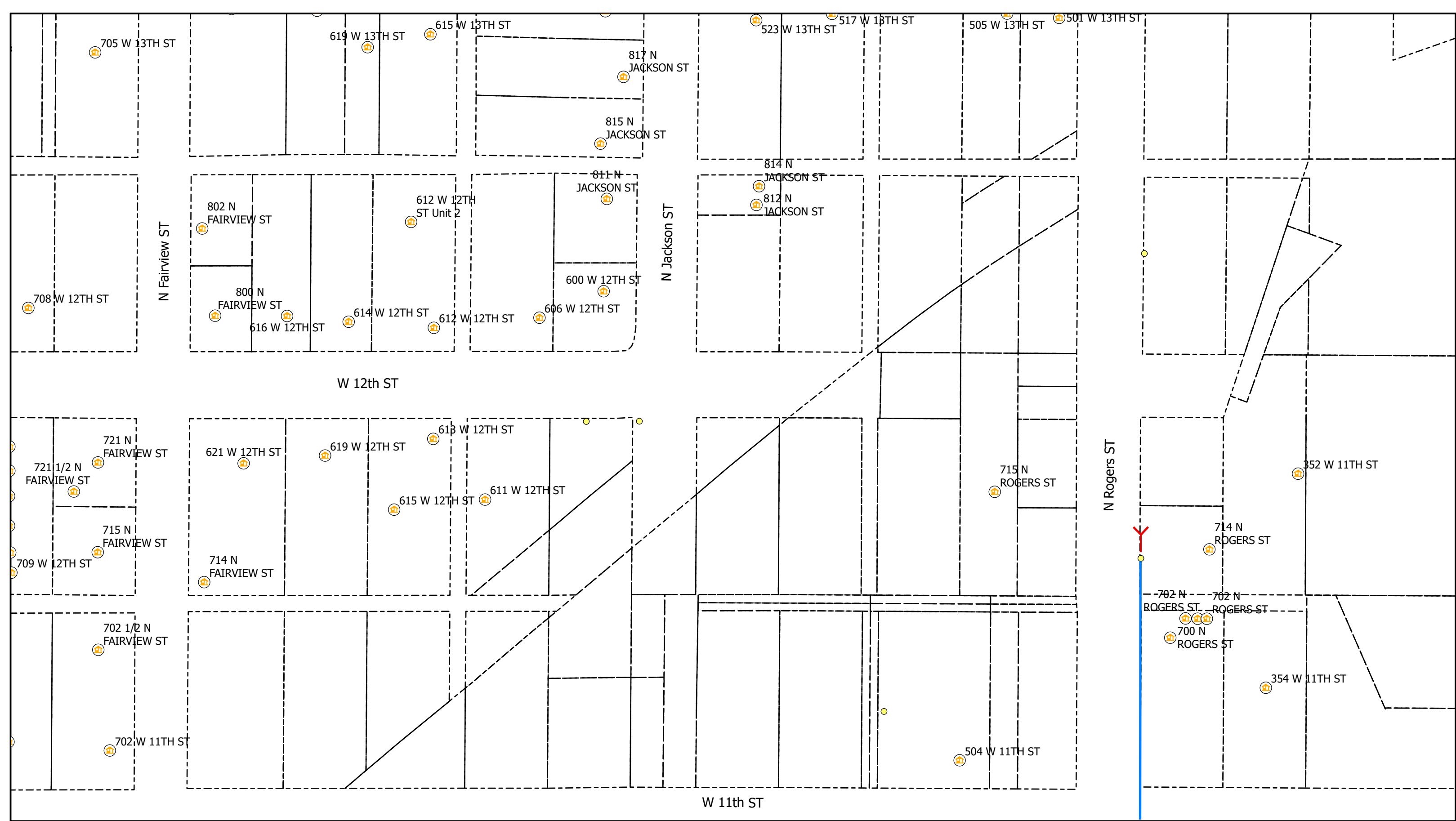
Weekday hours will be from 8-4pm. Hours Saturday will be from 8-3pm. This will only be restoration, splicing and/or cable pulling. School zone hours will be from 8:30-2:30pm.

Traffic control plans will be attached to each permit. No long-term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the city's Engineering Department.

Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Bret Simons  
Engineering Project Coordinator  
Atlantic Engineering Group





**Legend**

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
- Anchor
- Sidewalk
- Bloomington\_Parcels
- Grids

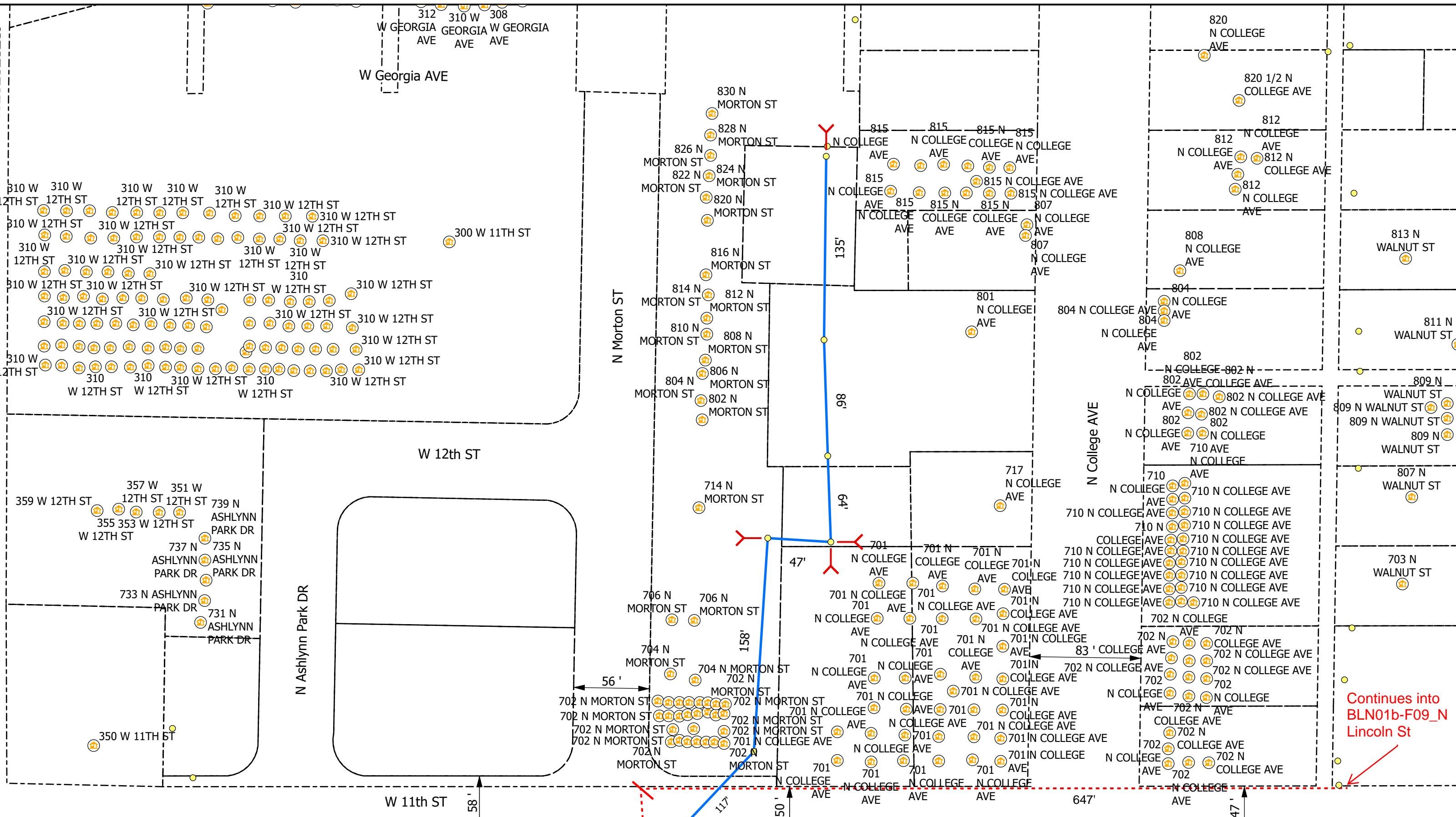
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION



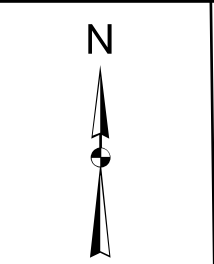


0 20 40 80 Feet

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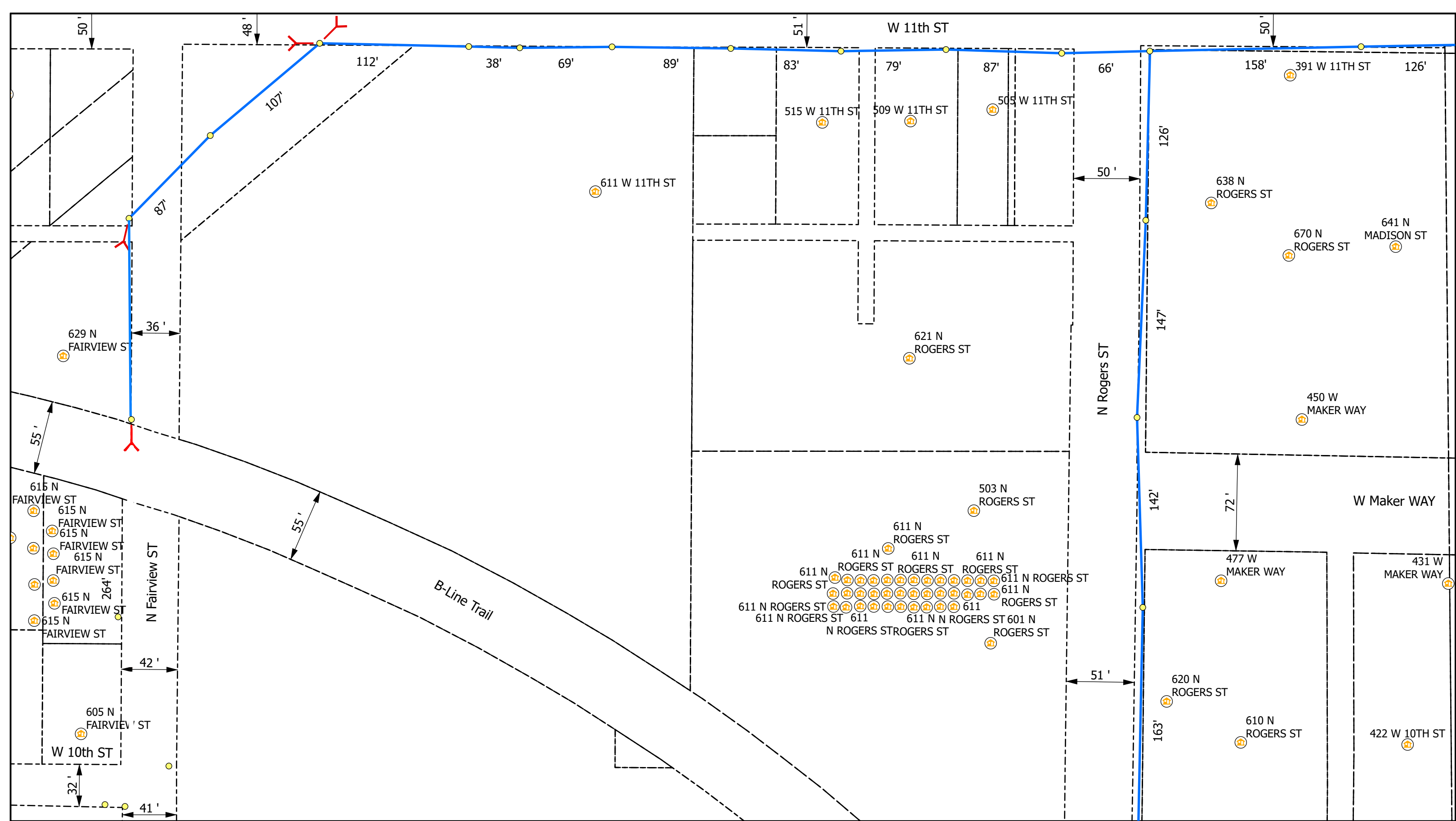


City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION

Print 3 of 11

Continues into  
BLN01b-F09\_N  
Lincoln St



**Legend**

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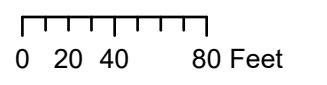
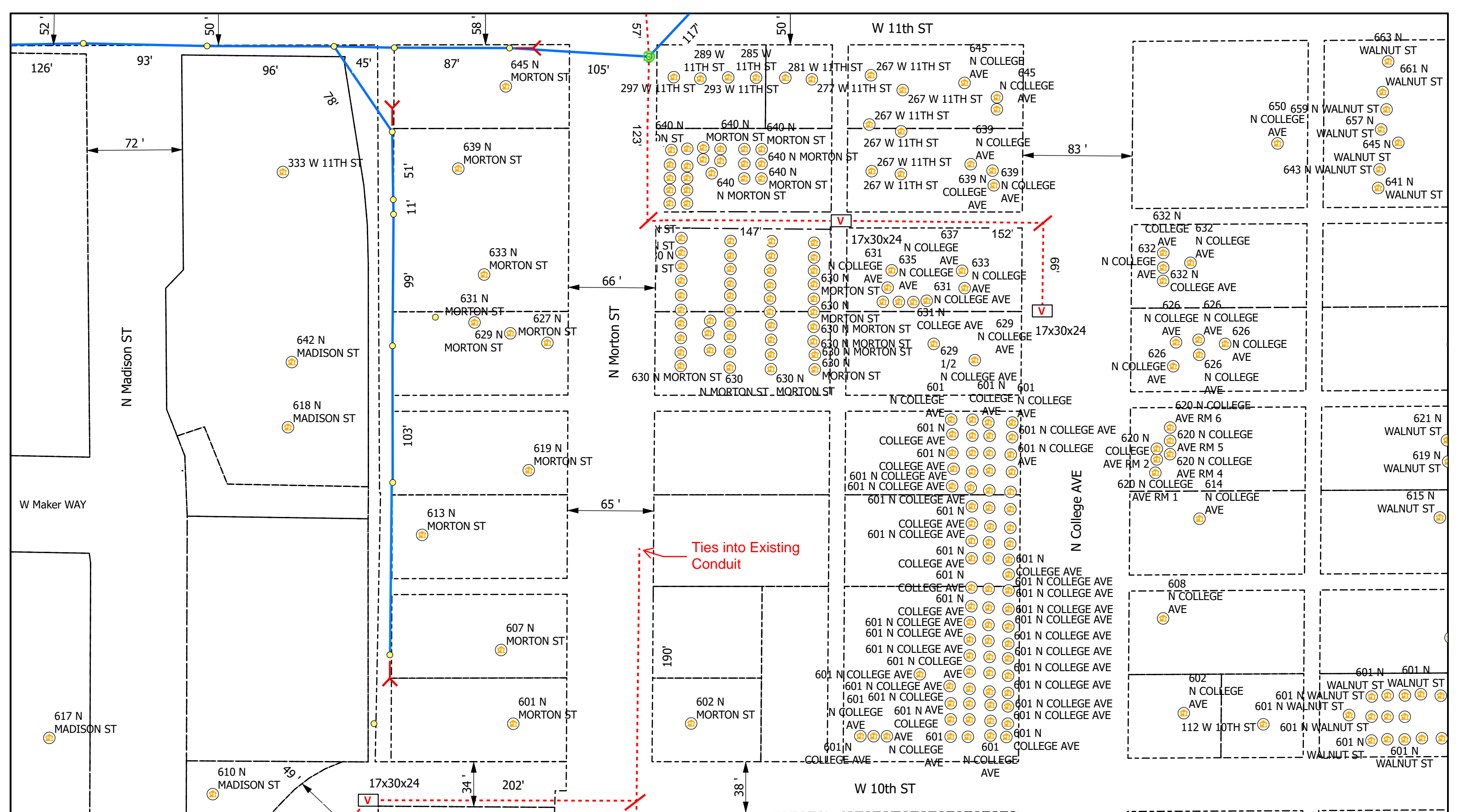


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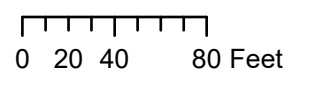
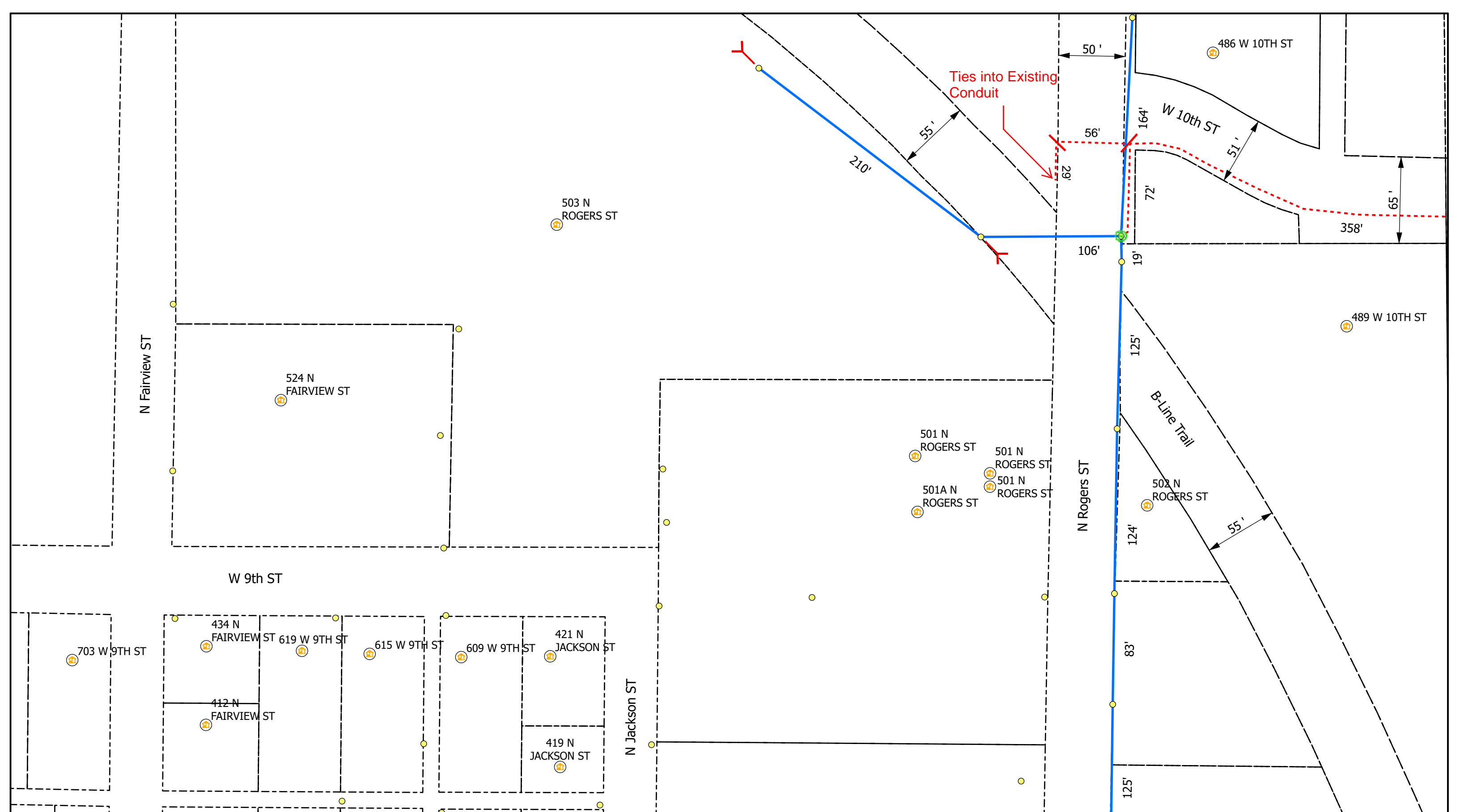
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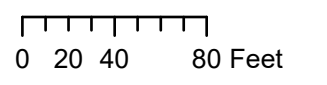
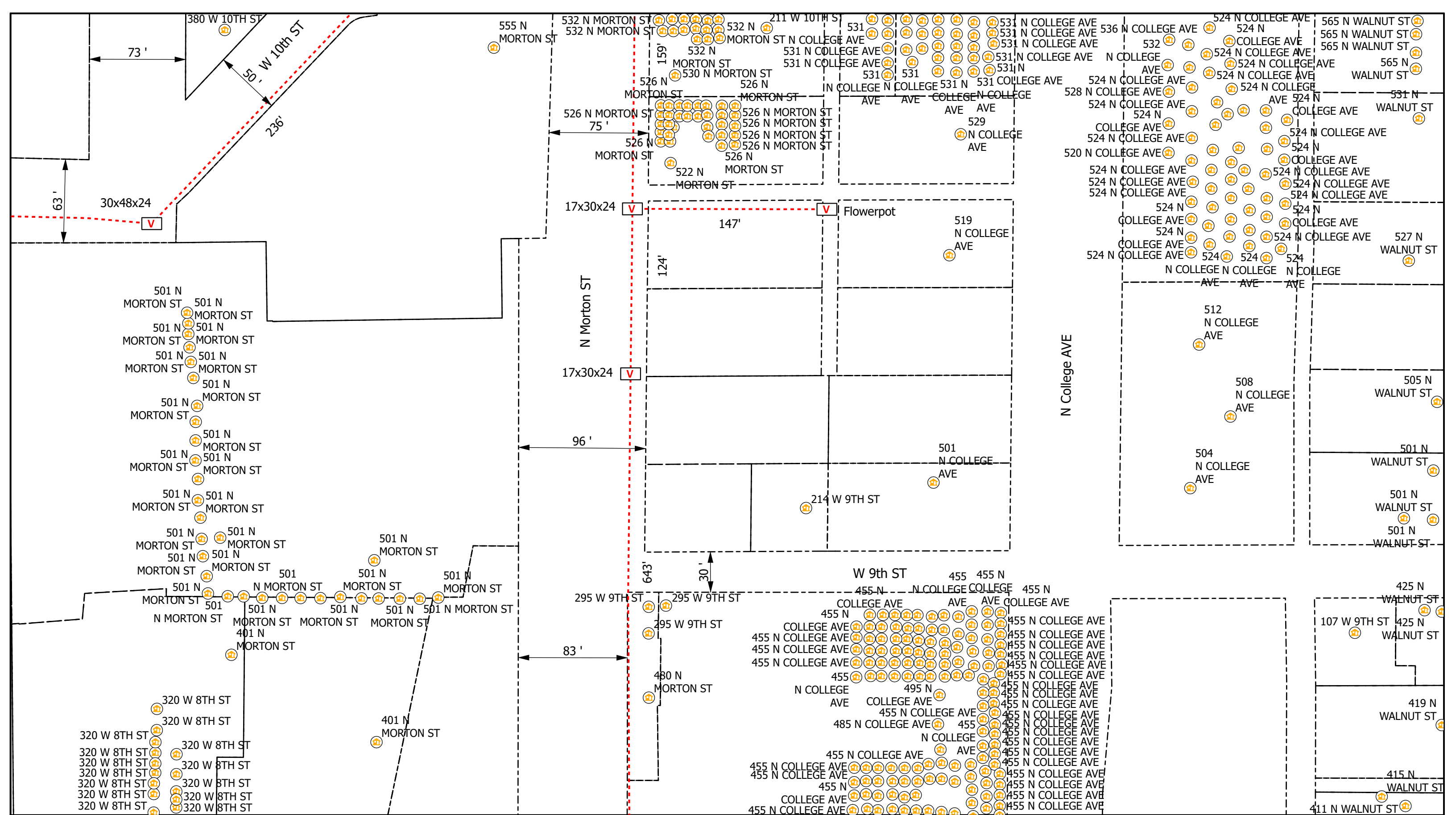
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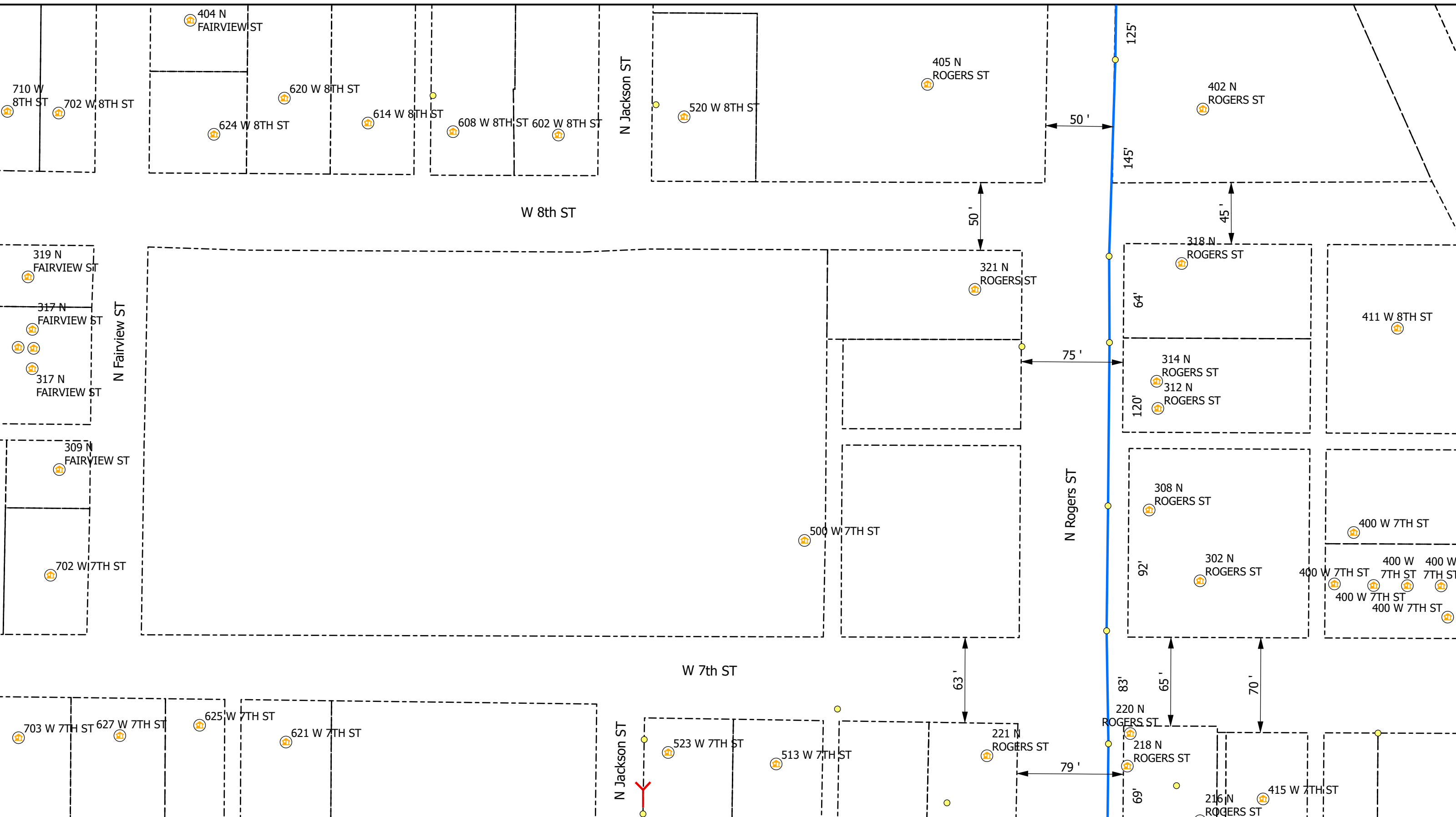
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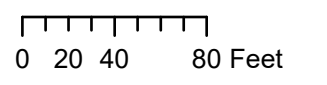
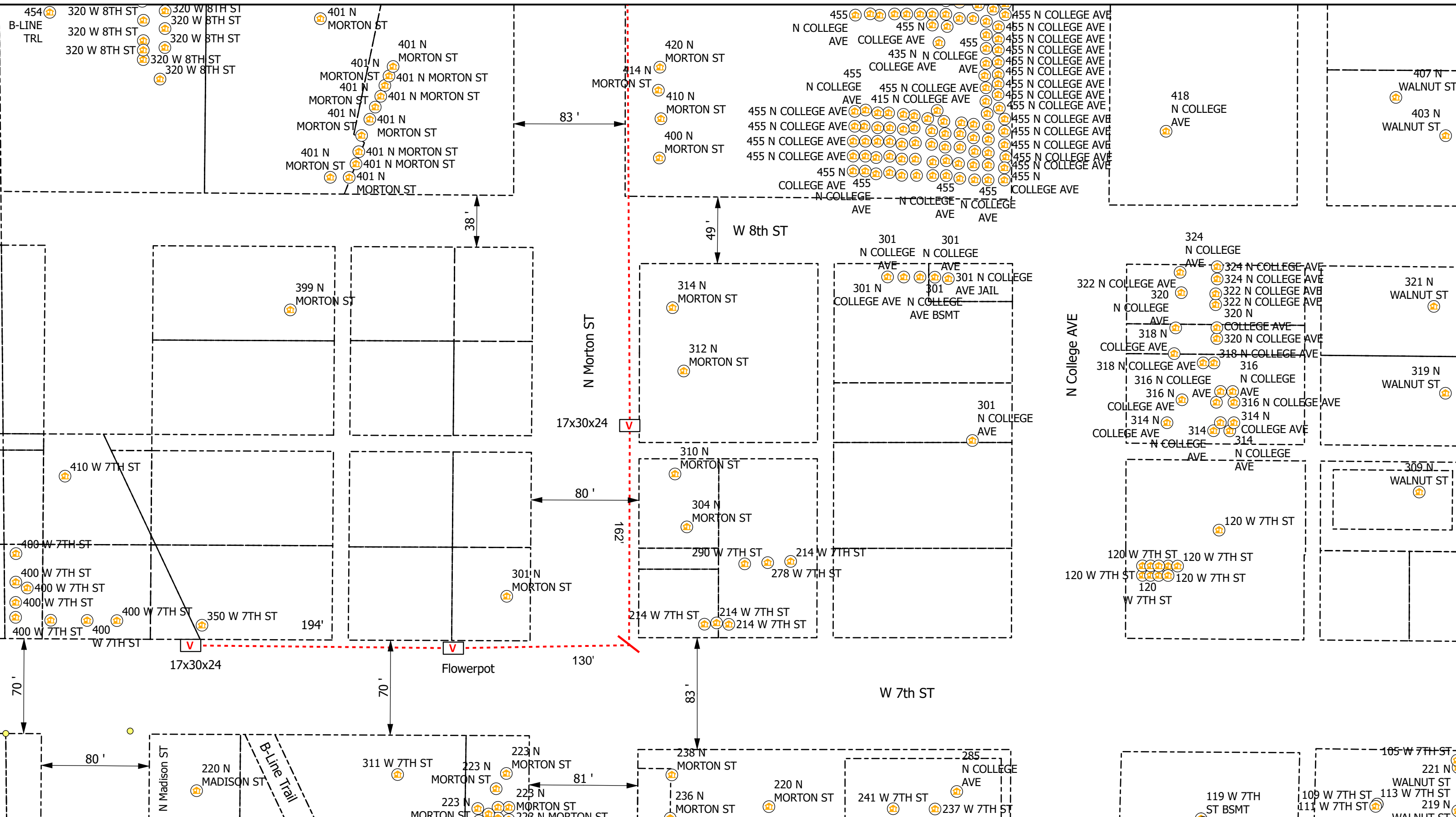
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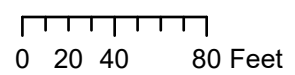
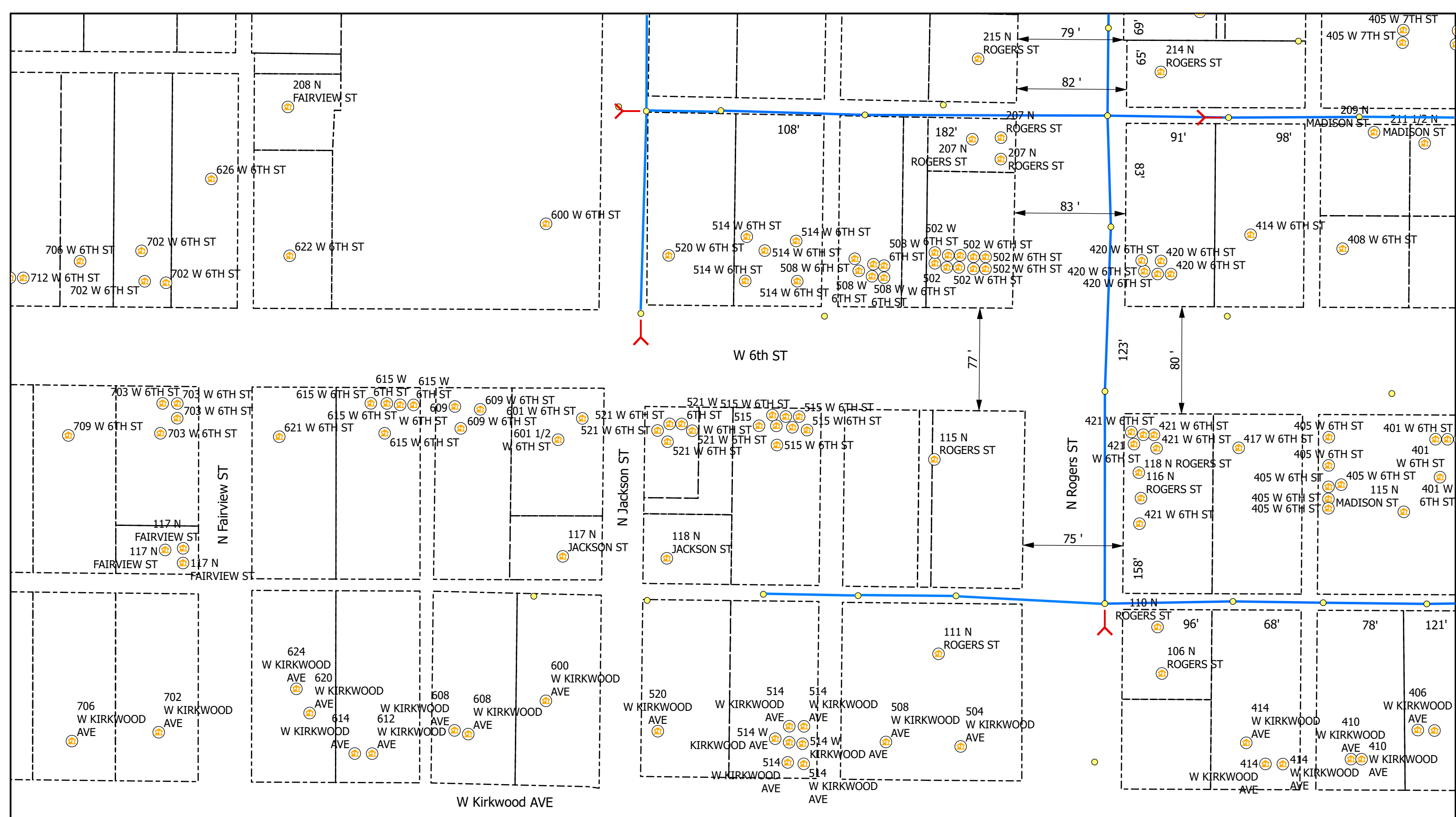
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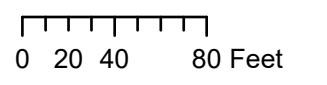
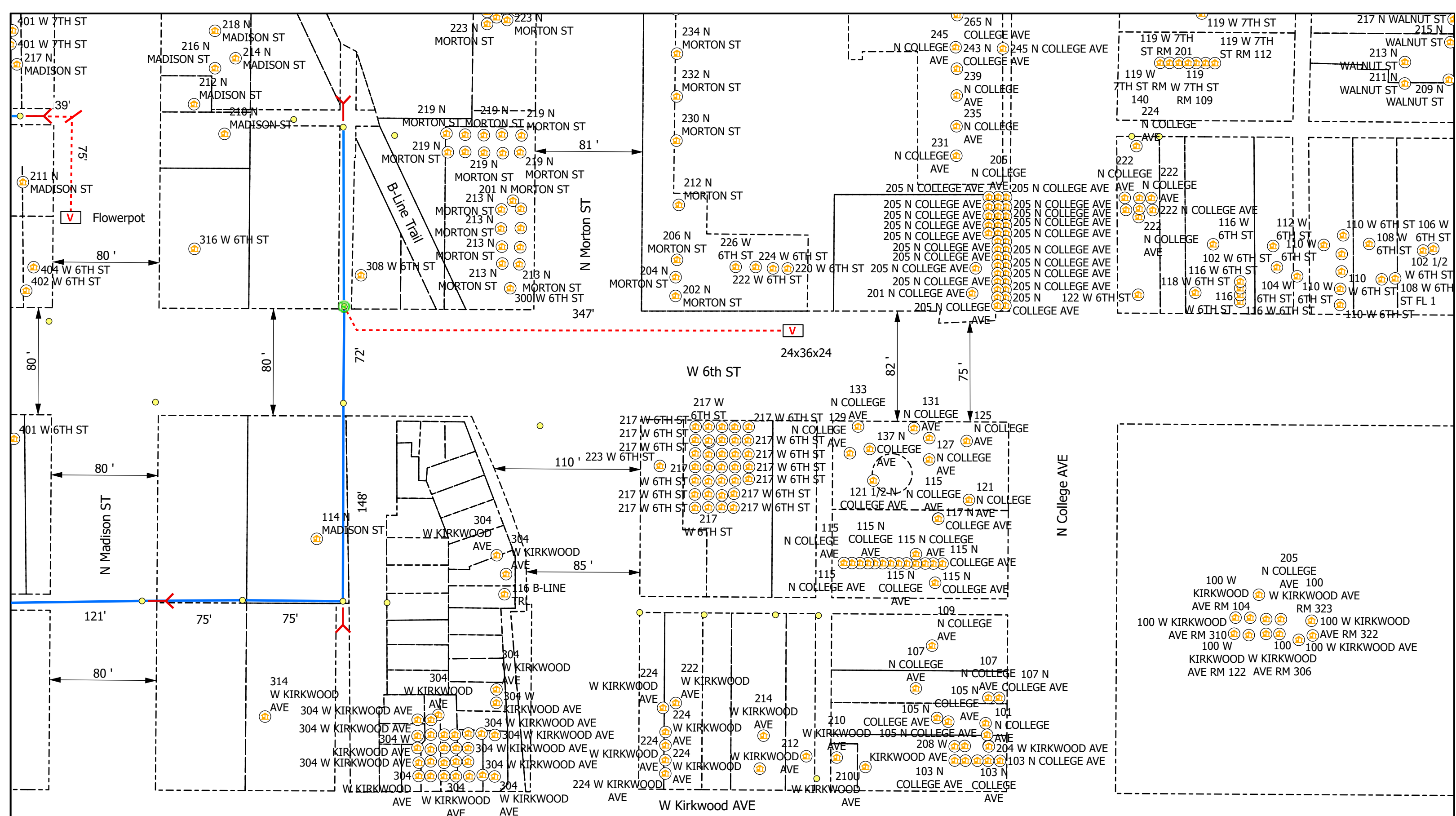
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City of Bloomington, IN Permit:  
Design View

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# Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

## Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

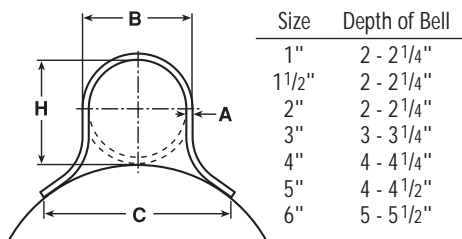


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

## Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



## Standard Duty

Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

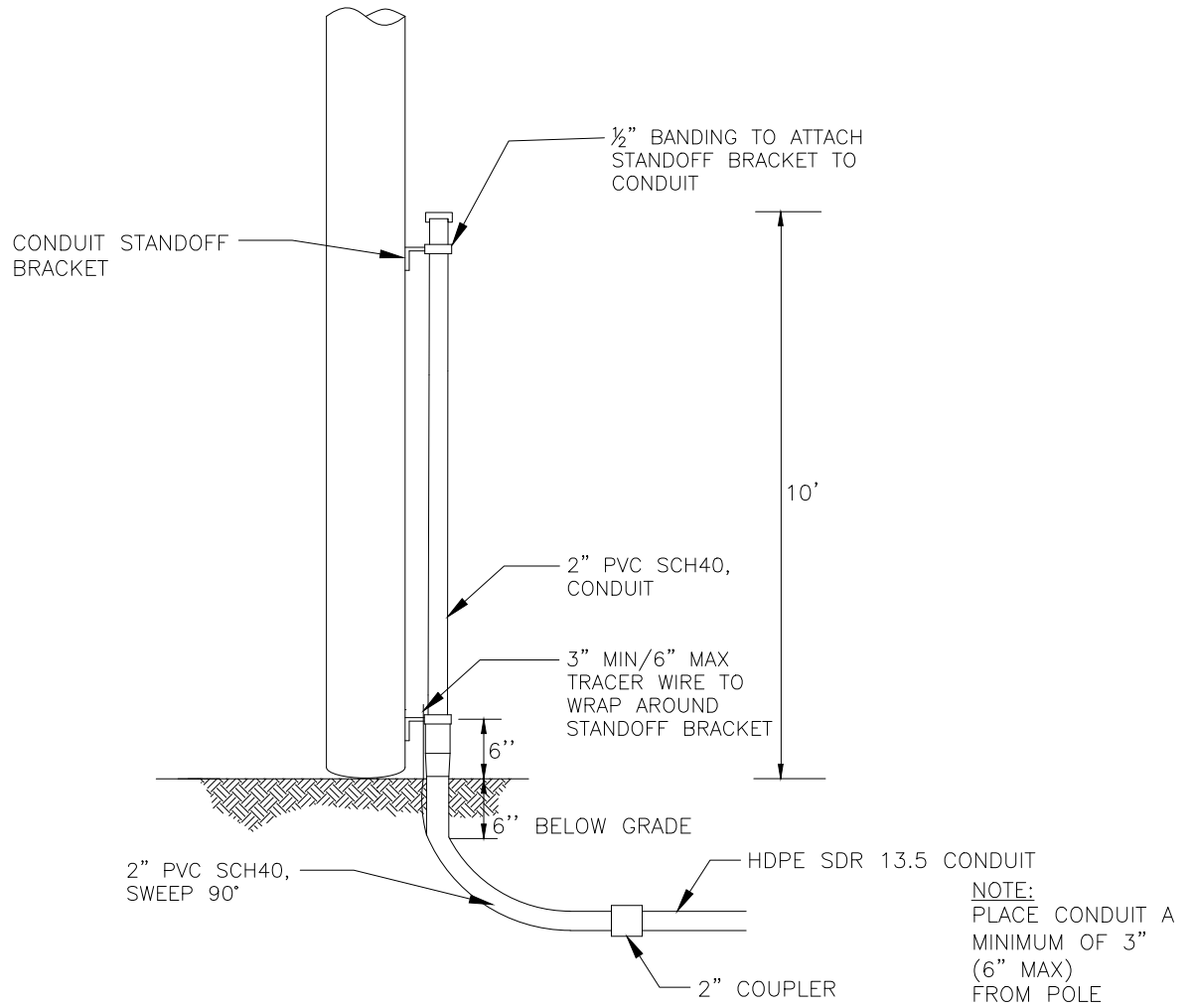
## Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

## Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.





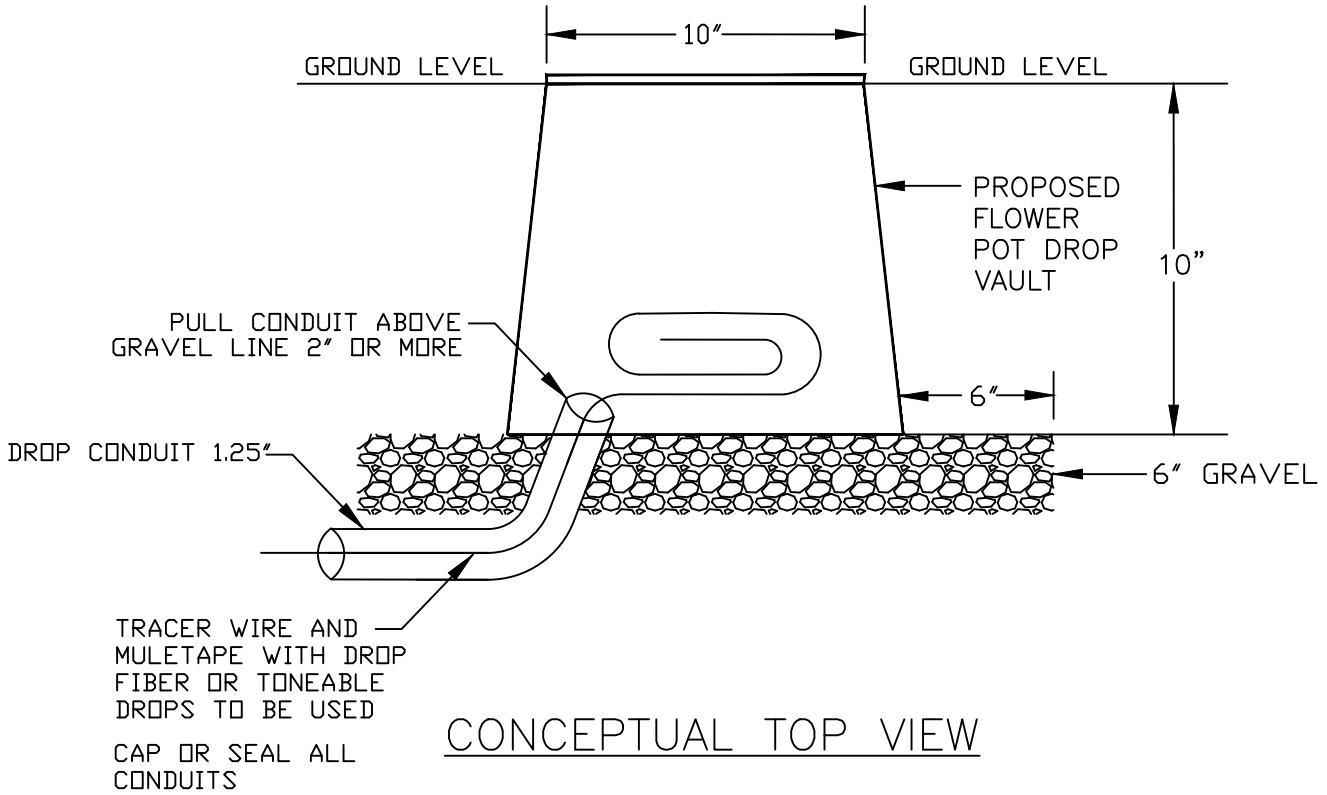
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



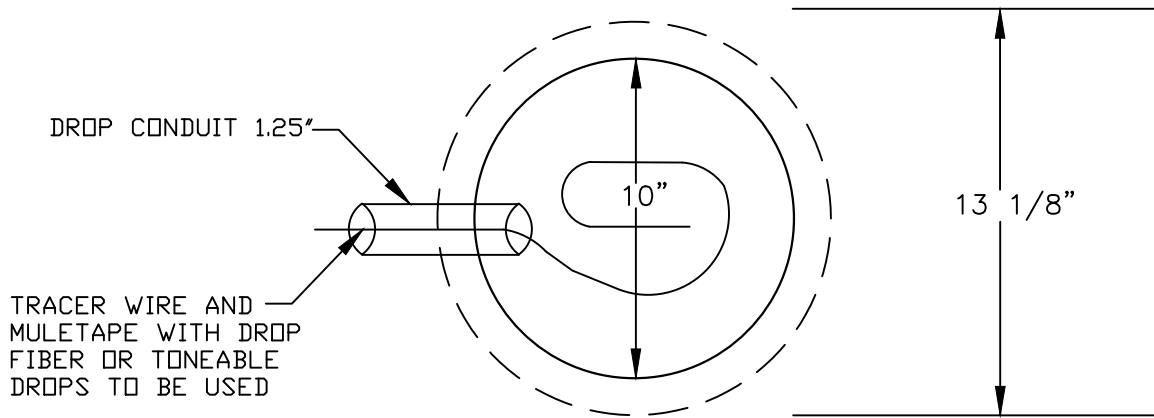
TYPICAL RISER  
CONDUIT  
WOOD POLE

(R2-W)

# CONCEPTUAL SIDE VIEW



# CONCEPTUAL TOP VIEW

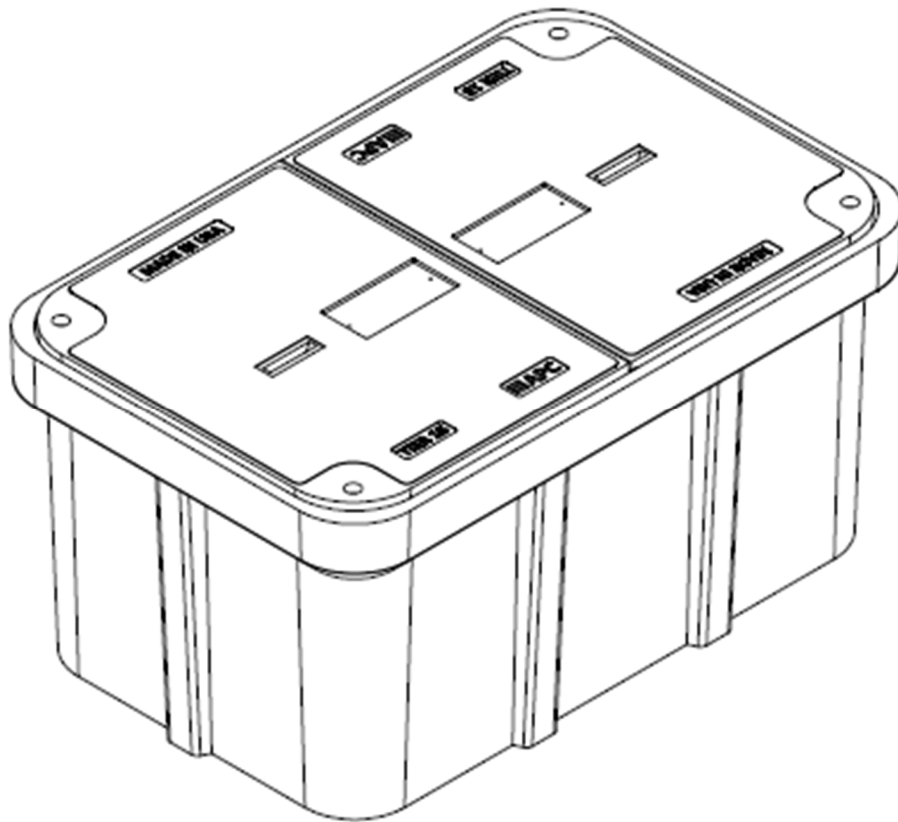


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22  
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

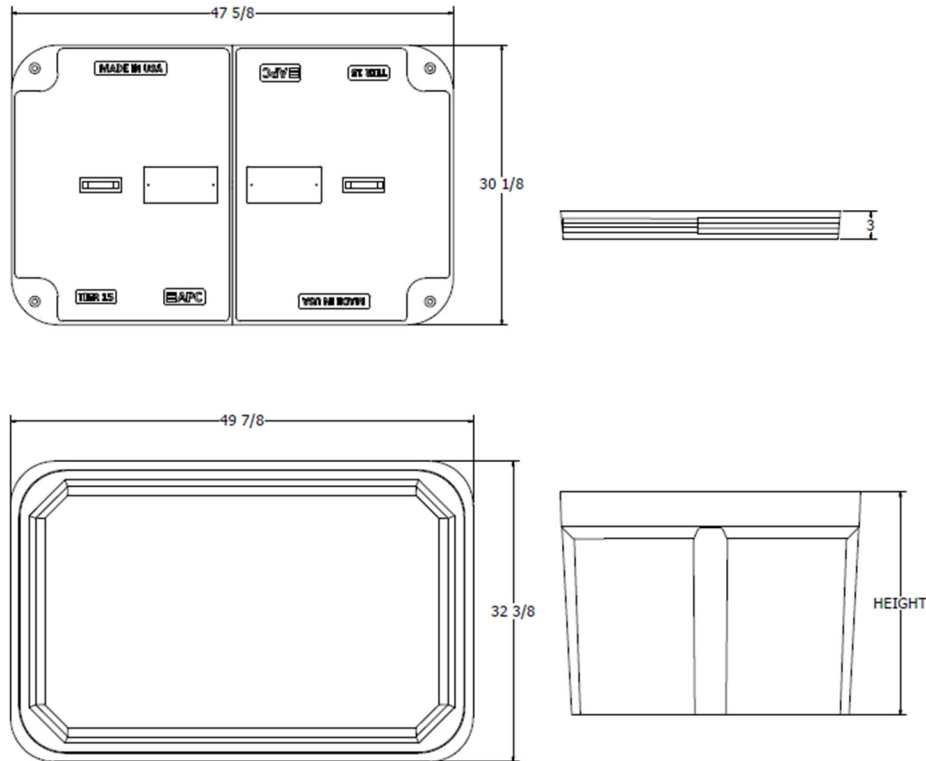


# 30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

### Bolt options



Machine Thread



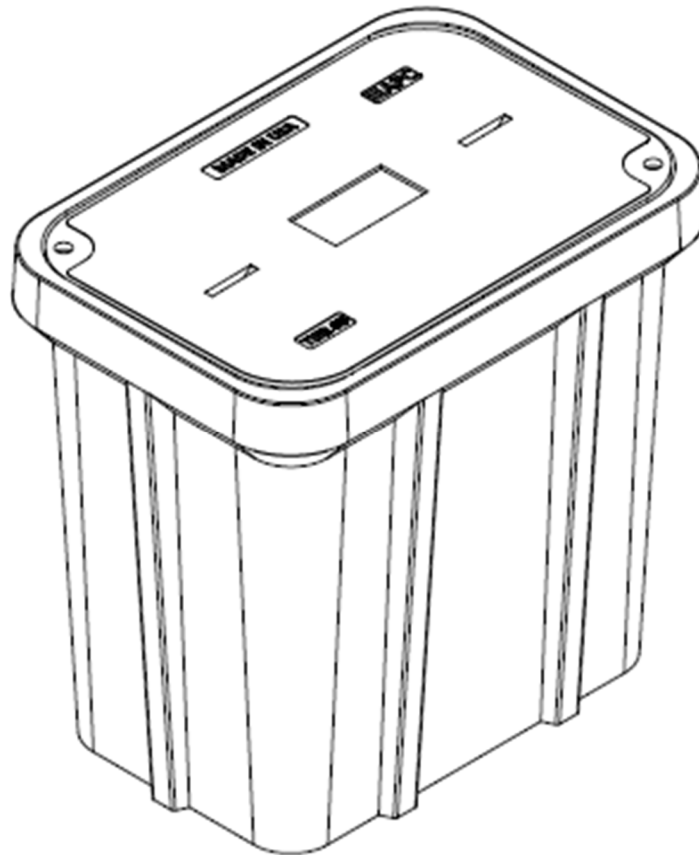
Auger Thread



24"x36" PC UNIT, TIER 15/22  
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

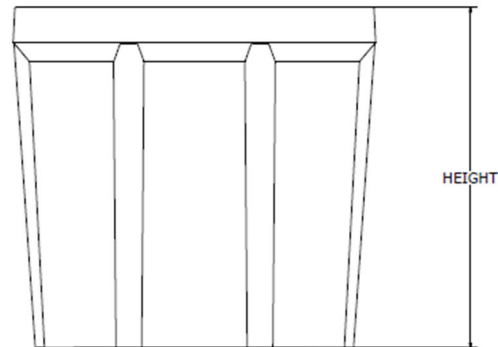
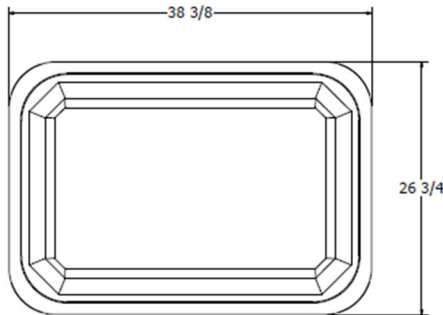
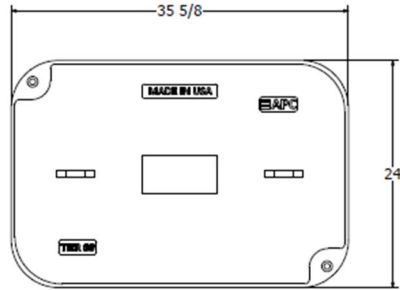


# 24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

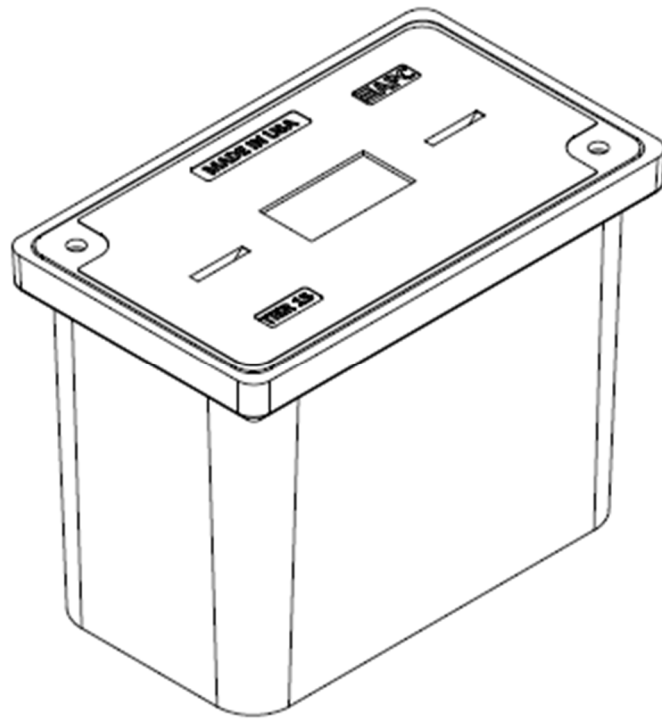


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

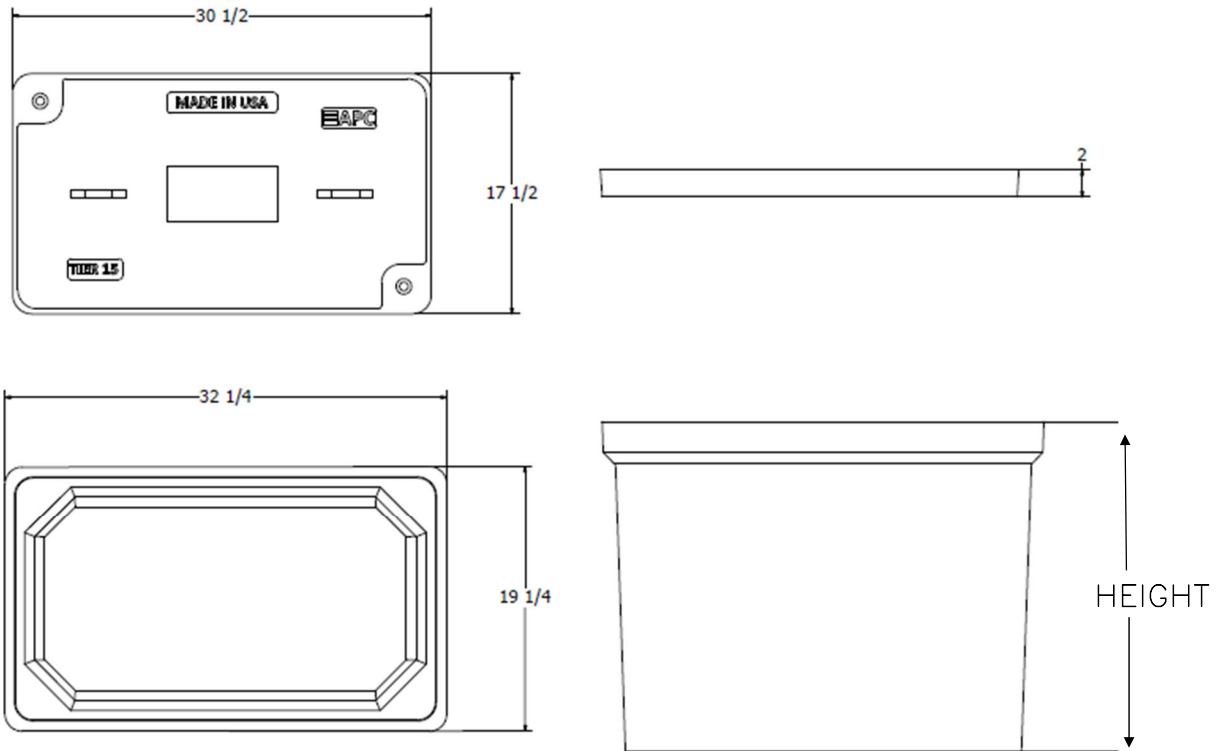


# 17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

### Bolt options



Machine Thread



Auger Thread

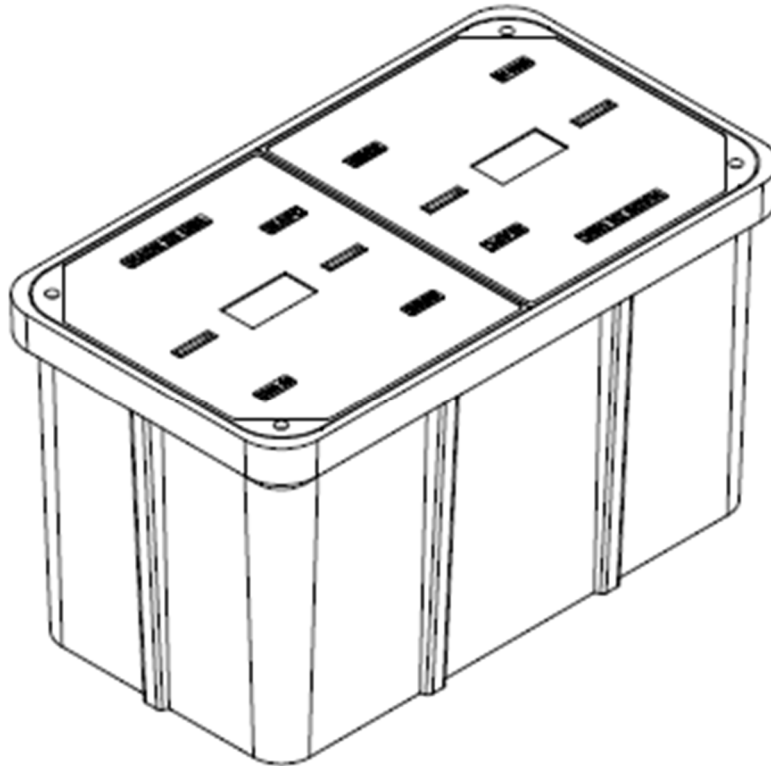




33"x60" PC UNIT, 2PC TIER 15/22  
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

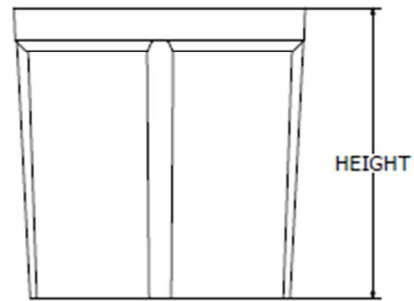
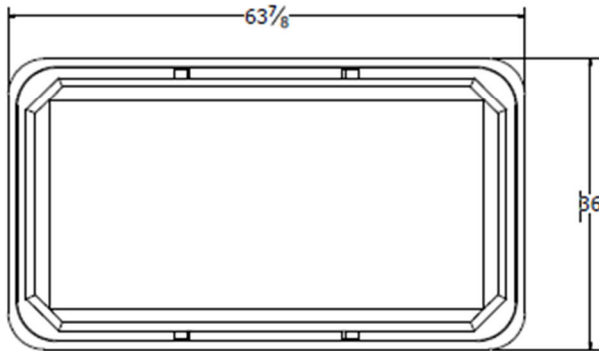
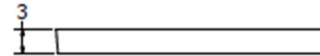


# 33"x60" PC UNIT, 2PC TIER 15/22

## 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		MUTCD			Must be Approved by an Engineer		
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	LANE (12' R. Width)	Through Taper	CHANNELIZING SPACING, FT.	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50	
40-45	350	500	360	150	540	40	80	
50-55	500	1000	495	185	660	50	100	
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120	
	Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:  
ENGINEER, OWNER, or PRIME CONTRACTOR  
 Check for Notice to Proceed.

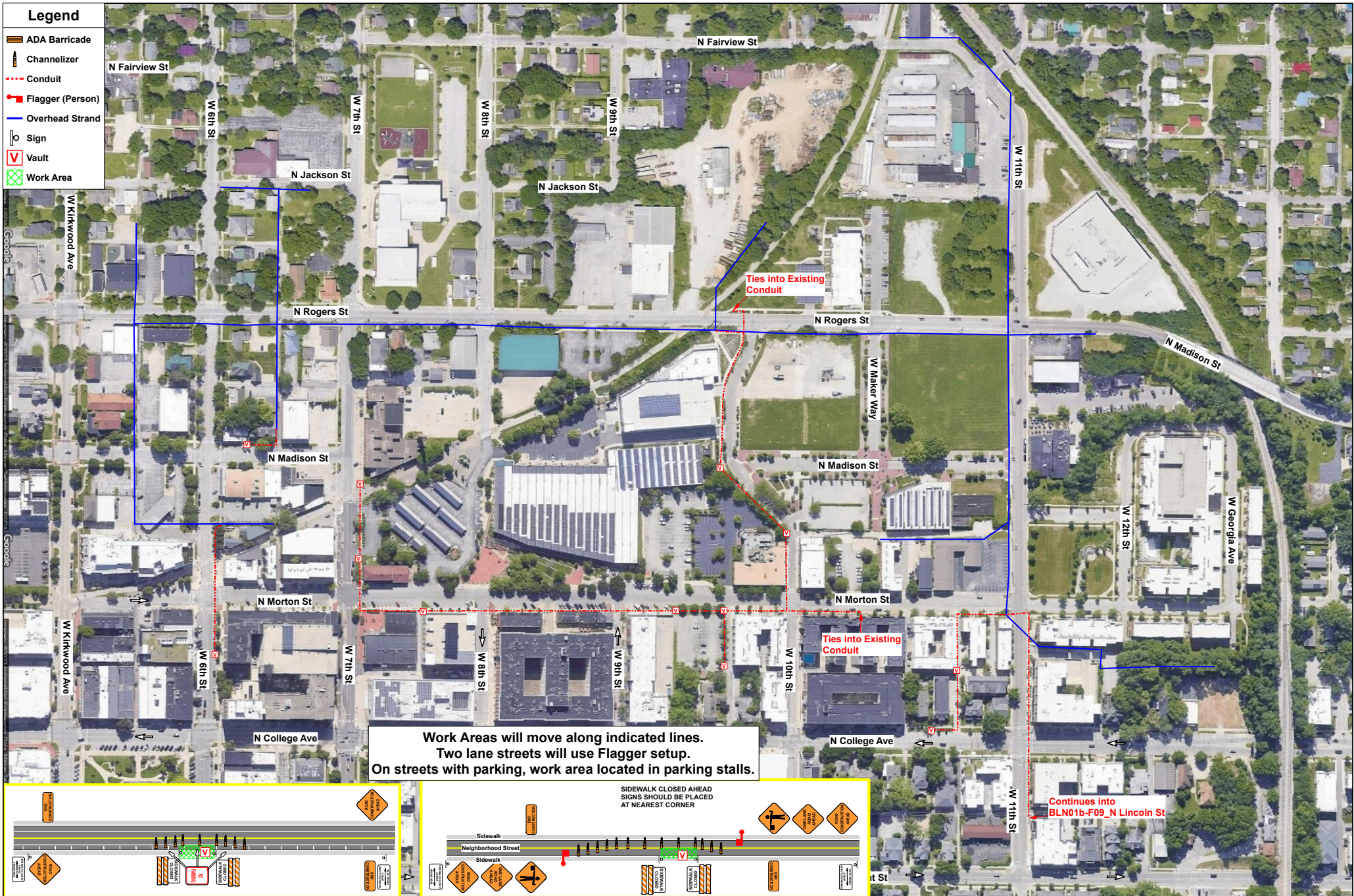
Signature: \_\_\_\_\_

Company: \_\_\_\_\_

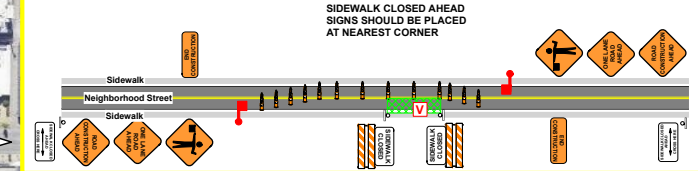
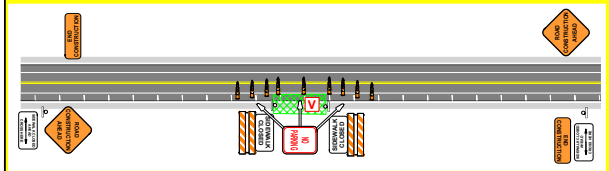
**Road Runner**  
Safety Services, Inc.

Date: 8/9/2023 Project: BLN01b-F10 N Morton St - TCP1 :  
Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) :  
By: Road Runner Safety Services, Inc. : Nathan

Comments:  
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



Work Areas will move along indicated lines.  
Two lane streets will use Flagger setup.  
On streets with parking, work area located in parking stalls.



SIDEWALK CLOSED AHEAD  
SIGNS SHOULD BE PLACED  
AT NEAREST CORNER

Continues into  
BLN01b-F09\_N Lincoln St



## Board of Public Works Staff Report

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**Project/Event:** Lane, Bike Lane, and Sidewalk Closure on N College Ave

**Staff Representative:** Alex Gray

**Petitioner/Representative:** Landmark Urban Construction

**Date:** August 29th, 2023

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**Report:** Landmark Urban Construction is requesting a sidewalk, lane, and bike lane closure on N College Ave to install a new bus shelter with curb and sidewalk as part of their development project on E 14th St, the Standard. The bus shelter will be located between W 14th St and W 15th St. The work will take 1 week to complete and is planned for 9/5/2023 through 9/10/2023.





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

August 23, 2023

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

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is continuing to perform work associated with the redevelopment of the former Brownstone Terrace Apartments site. As part of those efforts, The Standard at Bloomington, LLC is requesting a sidewalk detour on the west side of the 1000<sup>th</sup> block of North College Avenue to install a new bus stop shelter from 9/5/23 – 9/10/23.

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

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

Regards,

A handwritten signature in blue ink, appearing to read 'Kendall Knoke', is written over a light blue circular stamp.

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

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

N COLLEGE AVE BUS  
SHELTER LOCATION



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







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

August 23rd, 2023

Dear Nearby Property Owner,

The Standard at Bloomington, LLC is continuing to perform work associated with the redevelopment of the former Brownstone Terrace Apartments site. As part of those efforts, The Standard at Bloomington, LLC is requesting a sidewalk detour on the west side of the 1000<sup>th</sup> block of North College Avenue to install a new bus stop shelter from 9/5/23 – 9/10/2023.

The request to restrict public rights-of-way for this project will be heard by the City of Bloomington Board of Public Works on **Tuesday August 28th, 2023 at 5:30pm**. The meeting will be held in the City Council Chambers (Room #115) of City Hall (Showers Building) located at 401 N Morton St, Bloomington, IN 47404. A virtual option is available and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at <https://bloomington.in.gov/boards/public-works>. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road closures at this time.

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

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

Regards,

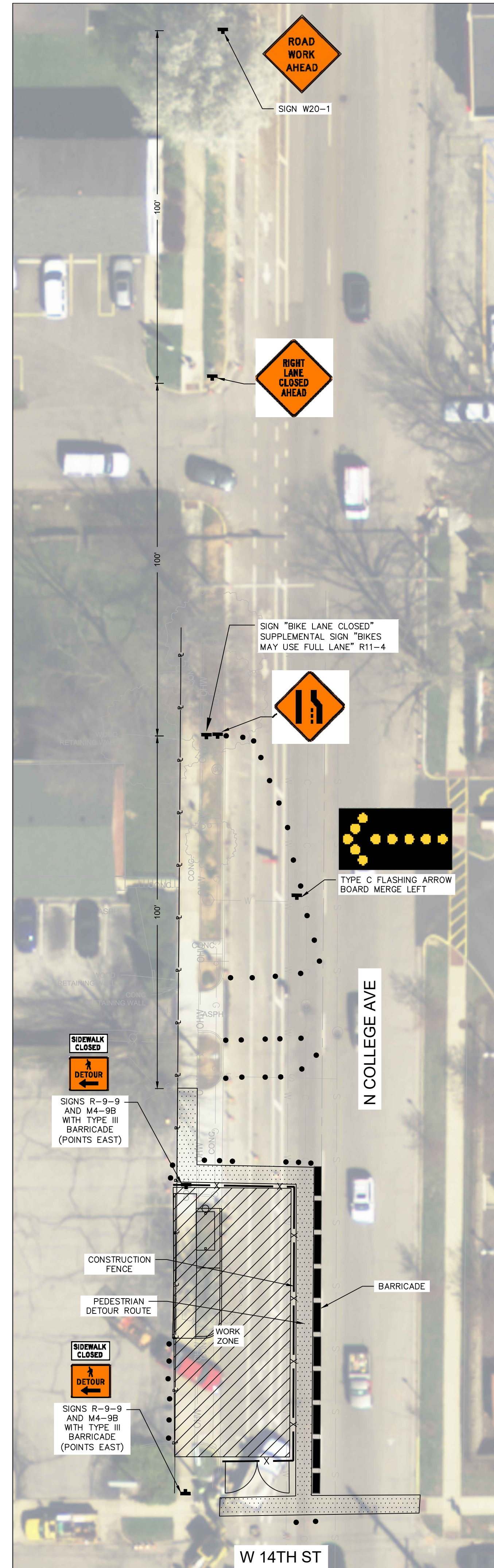
Kendall Knoke  
Smith Design Group, Inc.  
812-336-6536 Ext. 3  
[kknoke@smithdginc.com](mailto:kknoke@smithdginc.com)

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

N COLLEGE AVE BUS  
SHELTER LOCATION



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



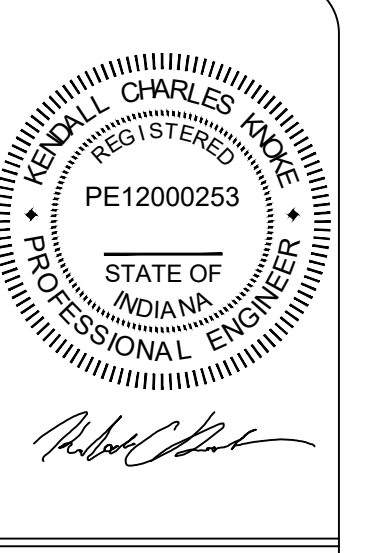
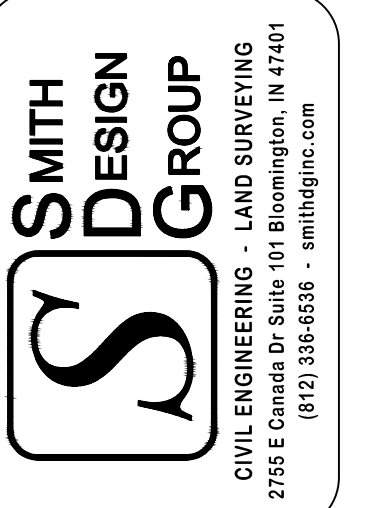
N COLLEGE AVE BUS SHELTER  
MAINTENANCE OF TRAFFIC PLAN

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- X— CONSTRUCTION FENCE
- ▨ WORK ZONE
- ⋯ PEDESTRIAN WALK AROUND ROUTE

MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
2. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON ENGINEERING AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
3. PEDESTRIAN SIDEWALK ROUTES SHOULD BE RESTORED AS SOON AS POSSIBLE AFTER CONSTRUCTION IS COMPLETE.
4. SIGN STREET PARKING WITHIN WORK ZONE AS NO PARKING DURING CONSTRUCTION DATES AT LEAST 3 DAYS IN ADVANCE.



07/14/2023

THE STANDARD AT  
BLOOMINGTON  
BUS SHELTER  
N COLLEGE AVE

REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER  
**5919**  
SHEET  
**2 OF 2**

DATE  
07/14/2023

MAINTENANCE OF TRAFFIC PLAN





# Board of Public Works Staff Report

**Project/Event:** Amendment to Contract with Ann-Kriss, LLC for Exterior Repairs at the Sanitation Garage

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

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

**Meeting Date:** 8/28/2023

At the August 15<sup>th</sup> Board of Public Works meeting, a contract with Ann-Kriss, LLC for exterior repairs to the Sanitation Garage was approved. Afterward, it was brought to our attention that the provision for compensation in the contract was for a lump sum payment. We would like to amend the section of the contract to provide for periodic billing based on partial completion. This type of project is subject to substantial delays because of weather. We feel that in that instance, it would be fair to allow the contractor to bill for partial completion.

Respectfully submitted,

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

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

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

## EXTERIOR REPAIRS AT THE CITY OF BLOOMINGTON SANITATION GARAGE

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

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Exterior Repairs at the City of Bloomington Sanitation Garage, (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 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR. The total cost of the contract shall not exceed **Sixty Three Thousand Three Hundred Twenty Eight Dollars (\$63,328.00)**. CONTRACTOR may submit claims as the project progresses for work performed, and CITY shall review and process claims as they are submitted. 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	Ann-Kriss, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

**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

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jennifer Lloyd, Secretary

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

BY:

\_\_\_\_\_  
Dave Padgett, Owner

# ATTACHMENT 'A'

## "SCOPE OF WORK"

### City of Bloomington Sanitation Garage Repairs

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

- A. Painting of 2 overhead doors on East and West side of the building. To include:
  - 1. Power washing doors to remove loose material
  - 2. Scraping off remaining loose or damaged paint.
  - 3. Sand and/or grind rough areas on doors.
  - 4. Apply primer. Sherwin Williams Bondplex primer to be provided by the City. Contractor will provide the amount of primer required.
  - 5. Apply two coats of paint. Sherwin Williams paint to be provided by the City. Contractor will provide the amount of paint required.
  
- B. Exterior painting of masonry portions of the building, exterior doors, posts and signage. To include:
  - 1. Power washing of entire exterior of the building, including signage and posts at front entrance.
  - 2. Scrape loose masonry and exterior doors, posts, and signage.
  - 3. Small cracks in masonry will be sealed with latex caulk before painting.
  - 4. Any areas where mortar is missing from joints will be tuck pointed before painting.
  - 5. Apply primer to all areas to be painted. Sherwin Williams Bondplex primer to be provided by the City. Contractor will provide the amount of primer required.
  - 6. Apply two coats of paint to masonry, entry doors, posts, and signage. Sherwin Williams paint to be provided by the City. Contractor will provide the amount of paint required.
  - 7. Paint all metal jams on exterior entry doors and overhead doors.
  - 8. Seal around all doors, windows, vents, and any other openings as needed.
  - 9. Install metal flashing around large exhaust vent on north side of building.
  - 10. Paint all bollard posts at exterior of overhead doors. Paint to be provided by the City. Contractor will provide the amount of paint required.
  - 11. Clean, prime, and paint metal handrails on east and south side of building. Paint to be provided by the City. Contractor will provide the amount of paint required.
  
- C. Roof Repairs. To include:
  - 1. Replacement of damaged metal roof panels on southwest corner of the building.
  - 2. Remove shingles on lower roof section.
  - 3. Repair or replace damaged decking under shingles.
  - 4. Install synthetic roof underlayment.
  - 5. Ice guard shall be installed along bottom edge of shingled roof.



6. Replace shingled roof with a exposed fastener corrugated metal roof, including synthetic roof underlayment.
7. Contractors quote shall include an allowance for replacement of sheathing on shingled roof if necessary.

D. Guttering Repairs and Replacements. To include:

1. Replace gutters and downspouts on upper metal roof.
2. Replace gutters and downspouts on lower roof (shingled roof).

E. Miscellaneous Repairs. To include:

1. Clean out concrete gutter basin on south side of the building.
2. Remove existing exit door steps on south side of the building.
3. Construct new exit door steps using treated lumber.
4. Install new seals on the bottom and sides of both overhead doors.
5. Remove tree on north side of the building.



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

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

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

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

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

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

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

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

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

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

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

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

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

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

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



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
Account <b>43430 - Animal Adoption Fees</b>				
Ashley Beavers	01-refund adoption fee-canine-8/4/23		09/01/2023	75.00
Nick Douglas	01-refund adoption fee-canine-8/4/23		09/01/2023	75.00
			<b>Account 43430 - Animal Adoption Fees Totals</b>	<b>2</b>
				<b>\$150.00</b>
<b>Account 52210 - Institutional Supplies</b>				
7508 - Elanco US INC	01-Antibiotics		09/01/2023	183.88
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		09/01/2023	325.42
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		09/01/2023	306.15
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription vet food		09/01/2023	251.99
4586 - Hill's Pet Nutrition Sales, INC	01-refund on damaged item - pet food		09/01/2023	(8.20)
3929 - IDEXX Laboratories, INC	01-F/F & Parvo diagnostic test kits		09/01/2023	1,744.54
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding,		09/01/2023	249.50
4549 - Kroger Limited Partnership I	01-shelter supplies, bunny greens, dog hot dogs		09/01/2023	5.99
4549 - Kroger Limited Partnership I	01-shelter supplies, bunny greens, dog hot dogs		09/01/2023	18.08
4633 - Midwest Veterinary Supply, INC	01 - gloves		09/01/2023	79.80
4633 - Midwest Veterinary Supply, INC	01 - heartworm preventatives		09/01/2023	655.16
4633 - Midwest Veterinary Supply, INC	01 -antibiotics, antihistamines, boot covers		09/01/2023	150.98
4633 - Midwest Veterinary Supply, INC	01 - allergy meds		09/01/2023	9.90
4633 - Midwest Veterinary Supply, INC	01 -antibiotics, antiparasitics, gloves, supportive therapy		09/01/2023	225.04
4633 - Midwest Veterinary Supply, INC	01-ISO gowns, syringes		09/01/2023	309.99
			<b>Account 52210 - Institutional Supplies Totals</b>	<b>15</b>
				<b>\$4,508.22</b>
<b>Account 52340 - Other Repairs and Maintenance</b>				
313 - Fastenal Company	01-Trash liner		09/01/2023	156.24
313 - Fastenal Company	01-Trash liners		09/01/2023	127.98
313 - Fastenal Company	01-Trash liners		09/01/2023	74.00
			<b>Account 52340 - Other Repairs and Maintenance Totals</b>	<b>3</b>
				<b>\$358.22</b>
<b>Account 53130 - Medical</b>				
5107 - NVA College Mall Veterinary Management INC	01-Vet Services emergency vet exam & treatment		09/01/2023	309.25



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Account <b>53130 - Medical</b> Totals		1	\$309.25
Account <b>53610 - Building Repairs</b>			
6378 - ANN-KRISS, LLC	01-SA-Remove & install new fence along W side exercise area	2022-112 09/01/2023	4,900.00
6378 - ANN-KRISS, LLC	01-remove/replace two areas of fence south of drive	2022-112 09/01/2023	2,200.00
6378 - ANN-KRISS, LLC	01-SA-remove/repair/install fence SE corner exercise area	2022-112 09/01/2023	3,600.00
Account <b>53610 - Building Repairs</b> Totals		3	\$10,700.00
Account <b>53630 - Machinery and Equipment Repairs</b>			
6253 - O'Dell Equipment & Supply, INC	01-Washer and Dryer Repair -8/3/23	09/01/2023	927.65
6253 - O'Dell Equipment & Supply, INC	01-Washer and Dryer Repair -7/19/23	09/01/2023	983.38
Account <b>53630 - Machinery and Equipment Repairs</b> Totals		2	\$1,911.03
Account <b>53650 - Other Repairs</b>			
6253 - O'Dell Equipment & Supply, INC	01-Washer Repair -7/26/23	09/01/2023	251.26
Account <b>53650 - Other Repairs</b> Totals		1	\$251.26
Account <b>53990 - Other Services and Charges</b>			
231 - IU Health OCC Health Services	01-K. Ennis-Lab Rabies Titer-7/27/23	09/01/2023	240.00
Account <b>53990 - Other Services and Charges</b> Totals		1	\$240.00
Program <b>010000 - Main</b> Totals		28	\$18,427.98
Program <b>010001 - Donations Over \$5K</b>			
Account <b>52210 - Institutional Supplies</b>			
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-Insulin	09/01/2023	94.72
4633 - Midwest Veterinary Supply, INC	01 -antibiotics, antiparasitics, gloves, supportive therapy	09/01/2023	1,000.00
Account <b>52210 - Institutional Supplies</b> Totals		2	\$1,094.72
Program <b>010001 - Donations Over \$5K</b> Totals		2	\$1,094.72
Department <b>01 - Animal Shelter</b> Totals		30	\$19,522.70
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>52330 - Street , Alley, and Sewer Material</b>			
5149 - E&B Paving, INC	20-Asphalt materials for Paving S College Ave	2023-009A 09/01/2023	8,185.42
5149 - E&B Paving, INC	20-Asphalt materials for Paving Madison/WA/Walnut/N-S Alley	2023-009A 09/01/2023	4,986.70
5149 - E&B Paving, INC	20-Credit for asphalt millings-7/19/23	2023-009A 09/01/2023	(1,824.18)
5149 - E&B Paving, INC	20-Credit for asphalt millings-7/20/23	2023-009A 09/01/2023	(1,232.52)
5149 - E&B Paving, INC	20-Credit for asphalt millings-7/23/23	2023-009A 09/01/2023	(2,405.16)



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

5149 - E&B Paving, INC  
 5149 - E&B Paving, INC  
 5149 - E&B Paving, INC

20-Credit for asphalt millings-7/23/23	2023-009A	09/01/2023	(1,264.38)
20-Credit for asphalt millings-7/23/23	2023-009A	09/01/2023	(458.04)
20-Asphalt for Paving 7th Street	2023-009A	09/01/2023	10,637.51
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	8		<u>\$16,625.35</u>
Program <b>020000 - Main</b> Totals	8		<u>\$16,625.35</u>
Department <b>02 - Public Works</b> Totals	8		<u>\$16,625.35</u>

Department **03 - City Clerk**

Program **030000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

03- privacy screen protector iPad		09/01/2023	43.98
Account <b>52110 - Office Supplies</b> Totals	1		<u>\$43.98</u>

Account **53310 - Printing**

6309 - CivicPlus, LLC

03- Online Code Hosting-10/1/23-9/30/24		09/01/2023	200.00
Account <b>53310 - Printing</b> Totals	1		<u>\$200.00</u>
Program <b>030000 - Main</b> Totals	2		<u>\$243.98</u>
Department <b>03 - City Clerk</b> Totals	2		<u>\$243.98</u>

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52420 - Other Supplies**

53442 - Paragon Micro, INC

04: DELL 3-cell Lithium Battery Replacement - Chaz laptop		09/01/2023	96.99
Account <b>52420 - Other Supplies</b> Totals	1		<u>\$96.99</u>

Account **53170 - Mgt. Fee, Consultants, and Workshops**

199 - Monroe County Government

8443 - Michelle Sills (Paragon Event Management LLC)

04: 7-25-23 Climate Resilience Community Workshop		09/01/2023	2,736.50
04: Event Planner Services-7/25 Climate Resilience Wkshop Part		09/01/2023	1,061.38
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	2		<u>\$3,797.88</u>

Account **53230 - Travel**

8352 - Association For Commuter Transportation

8137 - Jeffrey D Jackson

04: ACT23 Conference 7/31-8/2/23 - TDM - Jeff Jackson		09/01/2023	1,095.00
04: Travel Expense Reimbursement - Jeffrey Jackson		09/01/2023	1,843.14
Account <b>53230 - Travel</b> Totals	2		<u>\$2,938.14</u>

Account **53320 - Advertising**

8706 - Elizabeth Garrett

04: Photography Services WonderLab Garden		09/01/2023	200.00
Account <b>53320 - Advertising</b> Totals	1		<u>\$200.00</u>





# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Account 53960 - Grants**

6766 - Justin Kyle Crossley	04-BAC Grant 2023-JCP Designs-Pretrial Justice-Reforming Our	09/01/2023	1,500.00
746 - Early Music Associates, INC	04: BAC Grant for Alchymy Viols-Deep River	09/01/2023	2,000.00
174 - Hoosier Hills Food Bank INC	04: Hoosier Hills Food Bank Grant	09/01/2023	10,000.00
1102 - Mother Hubbard's Cupboard	04: Grant Agreement for Garden Program	09/01/2023	10,000.00
5163 - Christopher William Rall	04: BAC Grant for Backspace Gallery	09/01/2023	1,500.00
	<b>Account 53960 - Grants Totals</b>	5	\$25,000.00

**Account 53970 - Mayor's Promotion of Business**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04-art proj-chemicals for blueprints	09/01/2023	24.49
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04-art proj-beaker, green tarp, furniture sets,	09/01/2023	642.53
8824 - Corey Hollinger	04: Roger Family Park Event Performer-FlowMotion	09/01/2023	150.00
8279 - Diego Rafael Cruz Manansala	04: Parklet Art Design & Installation - Diego	09/01/2023	435.00
53125 - Mr. Copy, INC	04: Printing & Copies-Parklet Art Barriers (5 art/31 banners)	09/01/2023	3,845.00
8802 - Paul D Tarricone	04: Rogers Family Park Performance	09/01/2023	150.00
	<b>Account 53970 - Mayor's Promotion of Business Totals</b>	6	\$5,247.02

**Account 53990 - Other Services and Charges**

8748 - Also Energy INC	04: Energy Monitoring Software for Solar Arrays-8/18/23-8/18/24	09/01/2023	15,402.00
6378 - ANN-KRISS, LLC	04: Labor for install scooter corrals	2022-112 09/01/2023	1,050.00
4846 - Geneva Scientific, INC (Barco Products)	20-Bike Loops for Corral Project (255)	09/01/2023	28,764.34
6217 - Michael Todd & Company, INC	20-Delinators & Parking Stops for Corral Project	09/01/2023	25,759.29
	<b>Account 53990 - Other Services and Charges Totals</b>	4	\$70,975.63
	<b>Program 040000 - Main Totals</b>	21	\$108,255.66
	<b>Department 04 - Economic &amp; Sustainable Dev Totals</b>	21	\$108,255.66

**Department 06 - Controller's Office**

**Program 060000 - Main**

**Account 52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	06-White board and wall calendar (Chang)	09/01/2023	34.97
	<b>Account 52110 - Office Supplies Totals</b>	1	\$34.97

**Account 52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	06-HP 89Y Black Extra High-yield Toner Cartridge (OOTC-AP)	09/01/2023	315.07
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	06-Headphone set for J Chang - Grants Manager	09/01/2023	136.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	06-AA & AAA batteries	09/01/2023	17.10



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
 53442 - Paragon Micro, INC  
 53442 - Paragon Micro, INC  
 371 - Pitney Bowes, INC

06-Paper towels & Keyboard vacuum	09/01/2023	30.67
06-Wireless keyboard and mouse for Grant Position	09/01/2023	88.99
06 - Adobe Pro or Grant Sourcing Manager (J Chang)	09/01/2023	489.99
06- Mail Machine Red Ink cartridge #787-0	09/01/2023	129.55
Account <b>52420 - Other Supplies</b> Totals	7	<u>\$1,208.36</u>
Program <b>060000 - Main</b> Totals	8	<u>\$1,243.33</u>
Department <b>06 - Controller's Office</b> Totals	8	<u>\$1,243.33</u>

Department **07 - Engineering**

Program **070000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
 6530 - Office Depot, INC  
 6530 - Office Depot, INC  
 6530 - Office Depot, INC  
 6530 - Office Depot, INC

07-Privacy screen protector (admin assistant)	09/01/2023	48.99
07-computer screen cleaner	09/01/2023	11.86
07-packing tape for scanning project	09/01/2023	7.53
07-note book for Engineering PM's	09/01/2023	12.78
07-11X17 Paper, legal pad, desk organizer	09/01/2023	139.64
Account <b>52110 - Office Supplies</b> Totals	5	<u>\$220.80</u>

Account **53990 - Other Services and Charges**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

07-Otterbox, iPhone Charger (Roy Aten)	09/01/2023	65.15
Account <b>53990 - Other Services and Charges</b> Totals	1	<u>\$65.15</u>
Program <b>070000 - Main</b> Totals	6	<u>\$285.95</u>
Department <b>07 - Engineering</b> Totals	6	<u>\$285.95</u>

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09-Office Supplies-Navy Linen Folders-15 ct	09/01/2023	38.97
Account <b>52110 - Office Supplies</b> Totals	1	<u>\$38.97</u>

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

09-Charging Chords and Adapters for Latino Outreach Phone	09/01/2023	43.72
09-Jabra Headset with Microphone for Ximena Martinez	09/01/2023	63.02
09-White Tablecloths for Events & Programming-2-Pack of 6ft	09/01/2023	37.78
Account <b>52420 - Other Supplies</b> Totals	3	<u>\$144.52</u>

Account **53910 - Dues and Subscriptions**



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

53442 - Paragon Micro, INC  
53442 - Paragon Micro, INC

Account **53960 - Grants**

205 - City Of Bloomington  
205 - City Of Bloomington

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP  
6779 - Stewart Richardson & Associates, INC  
6779 - Stewart Richardson & Associates, INC

Account **53910 - Dues and Subscriptions**

8812 - Beth Ellen Cate

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
6530 - Office Depot, INC  
6530 - Office Depot, INC

Account **52420 - Other Supplies**

7149 - Namify, LLC

09-Adobe Suite License for Michelle Moss-3 Months	09/01/2023	248.99
09-Adobe Suite License for Ximena Martinez	09/01/2023	489.99
Account <b>53910 - Dues and Subscriptions</b> Totals	2	<u>\$738.98</u>

09-CFRD Sponsorship of Gather Round the Table 2023 Event	09/01/2023	425.00
09-CFRD Sponsorship for Fiesta del Otono-Latino Programs 2023	09/01/2023	510.00
Account <b>53960 - Grants</b> Totals	2	<u>\$935.00</u>
Program <b>090000 - Main</b> Totals	8	<u>\$1,857.47</u>
Department <b>09 - CFRD</b> Totals	8	<u>\$1,857.47</u>

10-legal services-Annexation Remonstrances-July 2023	09/01/2023	30,211.07
10- Hamilton depo	09/01/2023	278.10
10- depo J. Underwood & V. Kelson	09/01/2023	445.25
Account <b>53120 - Special Legal Services</b> Totals	3	<u>\$30,934.42</u>

10-Cate Roll of Attorney fees -split dues	09/01/2023	90.00
Account <b>53910 - Dues and Subscriptions</b> Totals	1	<u>\$90.00</u>
Program <b>100000 - Main</b> Totals	4	<u>\$31,024.42</u>
Department <b>10 - Legal</b> Totals	4	<u>\$31,024.42</u>

11 - reusable sticky notes for Innovation Director Devta Kidd	09/01/2023	151.20
11 - reusable sticky notes for Innovation Director Devta Kidd	09/01/2023	151.20
11 - reusable sticky notes for Innovation Director Devta Kidd	09/01/2023	78.20
11 - Folders, Files Notebooks	09/01/2023	20.36
11 -Folders, Files Notebooks	09/01/2023	8.46
Account <b>52110 - Office Supplies</b> Totals	5	<u>\$409.42</u>

11 - name badge for Larry Allen	09/01/2023	25.65
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# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Account 53640 - Hardware and Software Maintenance**

- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 7917 - Civic Champs INC (Helping Hands Bloomington)
- 7917 - Civic Champs INC (Helping Hands Bloomington)

Account <b>52420 - Other Supplies</b> Totals	1	\$25.65
11 - cables for Innovation Center to connect Owl	09/01/2023	55.98
11-Innovation online volunteer app software-7/31-8/31/23	09/01/2023	700.00
11 - June Innovation online volunteer app software	09/01/2023	700.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals	3	\$1,455.98

**Account 53990 - Other Services and Charges**

- 5954 - The Greater Bloomington Chamber Of Commerce, INC

11 - Federal Focus event reg for Larry Allen	09/01/2023	30.00
Account <b>53990 - Other Services and Charges</b> Totals	1	\$30.00
Program <b>110000 - Main</b> Totals	10	\$1,921.05
Department <b>11 - Mayor's Office</b> Totals	10	\$1,921.05

**Department 12 - Human Resources**

**Program 120000 - Main**

**Account 52110 - Office Supplies**

- 6530 - Office Depot, INC

12-toner	09/01/2023	147.78
Account <b>52110 - Office Supplies</b> Totals	1	\$147.78

**Account 53230 - Travel**

- 8764 - Kathryn Elizabeth Scales

12-Per diem-IN HR Resources Seminar-French Lick-7/12-7/13/23	09/01/2023	36.00
Account <b>53230 - Travel</b> Totals	1	\$36.00

**Account 53320 - Advertising**

- 54546 - Charles Y Coghlan, DMD (Office Easel)

12-police dept rack card	09/01/2023	190.00
Account <b>53320 - Advertising</b> Totals	1	\$190.00

**Account 53990 - Other Services and Charges**

- 53442 - Paragon Micro, INC
- 53442 - Paragon Micro, INC
- 6099 - Safe Hiring Solutions

12-dock, monitor, wireless mouse and keyboard - Erica DeSantis	09/01/2023	635.96
12-laptops/briefcases (3) for staff	09/01/2023	5,729.94
12-out of state background checks (15)	09/01/2023	87.35
Account <b>53990 - Other Services and Charges</b> Totals	3	\$6,453.25
Program <b>120000 - Main</b> Totals	6	\$6,827.03
Department <b>12 - Human Resources</b> Totals	6	\$6,827.03

**Department 13 - Planning**

**Program 130000 - Main**

**Account 43310 - Application Fee**



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

10 - Bledsoe Riggert Cooper & James INC

Account **53990 - Other Services and Charges**

6235 - Toole Design Group, LLC

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52210 - Institutional Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

Account **52310 - Building Materials and Supplies**

177 - Indiana Oxygen Company, INC

293 - J&S Locksmith Shop, INC

395 - Kirby Risk Corp

8658 - Kleindorfer's Hardware LLC

8658 - Kleindorfer's Hardware LLC

177 - Indiana Oxygen Company, INC

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

321 - Harrell Fish, INC (HFI)

393 - Kone INC

5605 - Photizo, LLC (Fish Window Cleaning)

3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)

13-Refund filing fee,-1600 S. Rogers Street-DP-15-23

Account **43310 - Application Fee Totals**

13-Corridor Study\_College Ave & Walnut St. -4/1-4/28/23

Account **53990 - Other Services and Charges Totals**

Program **130000 - Main Totals**

Department **13 - Planning Totals**

19 - Sharps Containers

Account **52210 - Institutional Supplies Totals**

19 - Cylinder Rental, Torch Supplies

19 - (2) AP battery bag

19 - SA - PHIL MH250/U 12 PK

19-(2)Broom, dust pan, keys made, wallpaper stripper, wire

19 - garden hose end, male adapter, Paint, super glue, screws

20-Bulk Propane, pavement management crew.

Account **52310 - Building Materials and Supplies Totals**

06-Unlimited LTE Laptop & Hotspot Pln 06/12-07/11/23

Account **53210 - Telephone Totals**

19 - SA - Reset high speed blower & made cover for cooling

19 - SA - Quarterly planned Maintenance City Hall-July 2023

19 - SA - Elevator Maintenance City Hall- 8/1-8/31/23

19 - SA - Window Cleaning for City Hall-6/13, 6/16 & 7/31/23

19-SA-627 N Morton St-landscaping-7/31/23

Account **53610 - Building Repairs Totals**

Program **190000 - Main Totals**

Department **19 - Facilities Maintenance Totals**

09/01/2023	450.00
1	<u>\$450.00</u>

2023-36	09/01/2023	9,825.81
1		<u>\$9,825.81</u>
2		<u>\$10,275.81</u>
2		<u>\$10,275.81</u>

09/01/2023	45.99
1	<u>\$45.99</u>

09/01/2023	45.88
09/01/2023	76.98
09/01/2023	57.88
09/01/2023	74.54
09/01/2023	29.70
09/01/2023	34.32
6	<u>\$319.30</u>

08/23/2023	29.24
1	<u>\$29.24</u>

2022-115	09/01/2023	1,168.88
2022-115	09/01/2023	2,088.00
2023-39	09/01/2023	272.87
2022-119	09/01/2023	2,205.00
09/01/2023	550.00	
5		<u>\$6,284.75</u>
13		<u>\$6,679.28</u>
13		<u>\$6,679.28</u>



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	28 - 12 Cases Copy Paper	09/01/2023	460.80
6530 - Office Depot, INC	28 - 2 x Packing Tape Guns	09/01/2023	27.66
6530 - Office Depot, INC	28 - Case of Box Cutters	09/01/2023	22.99
6530 - Office Depot, INC	28 - 6 Cases Copy Paper	09/01/2023	230.40
<b>Account 52110 - Office Supplies Totals</b>		<b>4</b>	<b>\$741.85</b>

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - 2 iPad Cases CapR for Clerk	09/01/2023	269.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - TSG Wrist Pads	09/01/2023	14.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Adaptor for Conference Room RCA	09/01/2023	57.07
<b>Account 52420 - Other Supplies Totals</b>		<b>3</b>	<b>\$342.02</b>

Account **53160 - Instruction**

4549 - Kroger Limited Partnership I	28 - SD+ Training Food Lunch & Snack for 7 staff 8/4/23	09/01/2023	85.44
<b>Account 53160 - Instruction Totals</b>		<b>1</b>	<b>\$85.44</b>

Account **53640 - Hardware and Software Maintenance**

53442 - Paragon Micro, INC	28 - VMware virtual server support sub (13)-7/21/23--7/20/24	09/01/2023	5,593.87
<b>Account 53640 - Hardware and Software Maintenance Totals</b>		<b>1</b>	<b>\$5,593.87</b>

Account **53910 - Dues and Subscriptions**

8441 - Promevo Holdings, INC (Promevo, LLC)	28-5 Annual Domain & gPanel-bloomington.in.gov-5/9/23-	09/01/2023	646.05
8441 - Promevo Holdings, INC (Promevo, LLC)	28- 3 Annual Domain & gPanel-bloomington.dev-8/6/23-8/6/24	09/01/2023	216.00
<b>Account 53910 - Dues and Subscriptions Totals</b>		<b>2</b>	<b>\$862.05</b>

Account **54420 - Purchase of Equipment**

8437 - AVI Systems, INC	28 - AVI - Conference Room Improvement WEB PRESENTER	09/01/2023	565.00
<b>Account 54420 - Purchase of Equipment Totals</b>		<b>1</b>	<b>\$565.00</b>
<b>Program 280000 - Main Totals</b>		<b>12</b>	<b>\$8,190.23</b>

**Department 28 - ITS Totals** **12** **\$8,190.23**

**Fund 101 - General Fund (S0101) Totals** **130** **\$212,952.26**

Fund **153 - LIT - Economic Development**

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Account 53960 - Grants**

8466 - A-L Tier II (Learfield Communications LLC)  
 230 - South Central Community Action Program INC  
 8448 - TEN31 Marketing LLC

04: Advertising Agreement to Promote Go Bloomington	09/01/2023	20,000.00
04: SEEL Grant Agreement - SCCAP	09/01/2023	10,000.00
04: Marketing Services for Go Bloomington-July 2023	09/01/2023	4,457.50
Account <b>53960 - Grants</b> Totals	3	<u>\$34,457.50</u>
Program <b>040000 - Main</b> Totals	3	<u>\$34,457.50</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	3	<u>\$34,457.50</u>

**Department 12 - Human Resources**

**Program 120000 - Main**

**Account 53990 - Other Services and Charges**

8816 - Career Town Network INC  
 203 - INDIANA UNIVERSITY

12-In person job fair exhibitor booth	09/01/2023	695.00
12-career + internship fair booth space	09/01/2023	300.00
Account <b>53990 - Other Services and Charges</b> Totals	2	<u>\$995.00</u>
Program <b>120000 - Main</b> Totals	2	<u>\$995.00</u>
Department <b>12 - Human Resources</b> Totals	2	<u>\$995.00</u>
Fund <b>153 - LIT – Economic Development</b> Totals	5	<u>\$35,452.50</u>

**Fund 160 - IFA CoronaVirus Relief Fnd21.019**

**Department 06 - Controller's Office**

**Program G20018 - IFA Corona Virus Relief Fund**

**Account 53990 - Other Services and Charges**

250 - Crowe LLP

12 - Classification and Compensation Study 2023 - June-July	09/01/2023	50,496.00
Account <b>53990 - Other Services and Charges</b> Totals	1	<u>\$50,496.00</u>
Program <b>G20018 - IFA Corona Virus Relief Fund</b> Totals	1	<u>\$50,496.00</u>
Department <b>06 - Controller's Office</b> Totals	1	<u>\$50,496.00</u>
Fund <b>160 - IFA CoronaVirus Relief Fnd21.019</b> Totals	1	<u>\$50,496.00</u>

**Fund 176 - ARPA Local Fiscal Recvry (S9512)**

**Department 04 - Economic & Sustainable Dev**

**Program G21005 - ARPA COVID Local Fiscal Recovery**

**Account 53960 - Grants**

321 - Harrell Fish, INC (HFI)

04-Waldron-ran camera down 4 down spouts to see if clog	2022-116 09/01/2023	750.00
Account <b>53960 - Grants</b> Totals	1	<u>\$750.00</u>
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	1	<u>\$750.00</u>



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Department **07 - Engineering**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC

18844 - First Financial Bank, N.A.

07-Allen-Patterson to Walnut-6/27-7/20/23-App 2	2023-9	09/01/2023	49,033.30
07-E&B-Allen-Patterson to Walnut-6/27-7/20/23-App 2		09/01/2023	2,580.70
Account <b>54310 - Improvements Other Than Building</b> Totals			<u>51,614.00</u>
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals			<u>51,614.00</u>
Department <b>07 - Engineering</b> Totals			<u>51,614.00</u>
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals			<u>52,364.00</u>

Fund **249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**

Program **G22008 - 2021 to 2024 Brownfield**

Account **53990 - Other Services and Charges**

4571 - BCA Environmental Consultants, LLC

4571 - BCA Environmental Consultants, LLC

4571 - BCA Environmental Consultants, LLC

4571 - BCA Environmental Consultants, LLC

4571 - BCA Environmental Consultants, LLC

04- 2021-2024 EPA Brownfield Grant -Program Mgment-7/31/23		09/01/2023	800.00
04-2021-2024 EPA Brownfield Grant-Comm Outreach & Involve		09/01/2023	1,000.00
04-2021-2024 EPA Brownfield Grant-Eligib Determin & Site		09/01/2023	1,350.00
04-2021-2024 EPA Brownfield Grant-PH1/Parcel A-Hopewell		09/01/2023	3,344.00
04-2021-2024 EPA Brownfield Grant-SYP ERC-1601 S. Rogers		09/01/2023	733.50
Account <b>53990 - Other Services and Charges</b> Totals			<u>7,227.50</u>
Program <b>G22008 - 2021 to 2024 Brownfield</b> Totals			<u>7,227.50</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals			<u>7,227.50</u>
Fund <b>249 - Grants Non Approp</b> Totals			<u>7,227.50</u>

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090004 - Com Serv- Accessibility**

Account **52420 - Other Supplies**

6219 - Half-Baked, LLC

09-Cookies for ADA Anniversary Celebration Event 2023		09/01/2023	181.80
Account <b>52420 - Other Supplies</b> Totals			<u>181.80</u>
Program <b>090004 - Com Serv- Accessibility</b> Totals			<u>181.80</u>

Program **090014 - Latino Programs**

Account **53990 - Other Services and Charges**





# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

205 - City Of Bloomington

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications

Account **54450 - Equipment**

6222 - Apple, INC

Program **256000 - Services**

Account **53150 - Communications Contract**

12283 - Smithville Communications

4170 - Comcast Cable Communications, INC

4170 - Comcast Cable Communications, INC

Account **54450 - Equipment**

53442 - Paragon Micro, INC

53442 - Paragon Micro, INC

09-Switchyard Park Pavilion Rental-Fiesta del Otono 2023	09/01/2023	370.00
Account <b>53990 - Other Services and Charges</b> Totals	1	<u>\$370.00</u>
Program <b>090014 - Latino Programs</b> Totals	1	<u>\$370.00</u>

09-Mini Pop Fidget Toys for Youth Summits 2023	09/01/2023	37.98
09-Bulk Party Mix-Candy-For Youth Summits and SWAGGER 2023	09/01/2023	49.89
Account <b>52420 - Other Supplies</b> Totals	2	<u>\$87.87</u>
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	2	<u>\$87.87</u>
Department <b>09 - CFRD</b> Totals	4	<u>\$639.67</u>
Fund <b>312 - Community Services</b> Totals	4	<u>\$639.67</u>

28-401 N Morton-Internet /telecom hotel-August-23-inc temp FD	08/23/2023	978.65
Account <b>53750 - Rentals - Other</b> Totals	1	<u>\$978.65</u>

28 - Apple CAPR for Clerk Office 2 iPad and Service	09/01/2023	1,276.00
Account <b>54450 - Equipment</b> Totals	1	<u>\$1,276.00</u>
Program <b>254000 - Infrastructure</b> Totals	2	<u>\$2,254.65</u>

28-401 N Morton-Internet /telecom hotel-August-23-inc temp FD	08/23/2023	3,610.62
28-3940 N Kinser Pike-business serv./equip chgs-7/21-8/20/23	08/23/2023	169.87
28-3940 N Kinser Pike-business serv./equip chgs-8/21-9/20/23	08/23/2023	169.87
Account <b>53150 - Communications Contract</b> Totals	3	<u>\$3,950.36</u>

28 - CAPR 2 1 Laptop for Planning	09/01/2023	2,679.99
28 - CAPR 2 Monitors for HR	09/01/2023	615.98
Account <b>54450 - Equipment</b> Totals	2	<u>\$3,295.97</u>
Program <b>256000 - Services</b> Totals	5	<u>\$7,246.33</u>



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Fund 450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **54510 - Other Capital Outlays**

2096 - West Side Tractor Sales CO.

20-2023 John Deere 410L Backhoe Loader (Sourcewell #032119-  
2023)

09/01/2023

145,200.00

Account **54510 - Other Capital Outlays** Totals

1

\$145,200.00

Program **200000 - Main** Totals

1

\$145,200.00

Department **20 - Street** Totals

1

\$145,200.00

Fund **450 - Local Road and Street(S0706)** Totals

1

\$145,200.00

**Fund 451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

20-Clipboard for Morris

09/01/2023

10.98

Account **52110 - Office Supplies** Totals

1

\$10.98

Account **52210 - Institutional Supplies**

313 - Fastenal Company

20-Safety Supplies for Crews (gloves, glasses, ear plugs)

09/01/2023

86.59

313 - Fastenal Company

20-Safety Supplies for Crews (gloves, glasses, ear plugs)

09/01/2023

188.84

Account **52210 - Institutional Supplies** Totals

2

\$275.43

Account **52340 - Other Repairs and Maintenance**

480 - Proveli, LLC ( Hall Signs, INC)

20-Sign materials (bolts, nut & washer)

09/01/2023

538.50

480 - Proveli, LLC ( Hall Signs, INC)

20-Corner bolts 5/16" medium for sign installation

09/01/2023

112.50

Account **52340 - Other Repairs and Maintenance** Totals

2

\$651.00

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

20-Two-way radios & batteries

09/01/2023

149.38

409 - Black Lumber Co. INC

20-socket for scooter corrals

09/01/2023

4.99

409 - Black Lumber Co. INC

20-Double had nail & concrete for concrete crew

09/01/2023

63.93

409 - Black Lumber Co. INC

20-Rust-oleum blue marking paint for 3rd street handicapped

09/01/2023

35.96

4574 - John Deere Financial f.s.b. (Rural King)

20-Misc Supplies for sidewalk crew (hammer, util brush, boots)

09/01/2023

98.96

2974 - MacAllister Machinery Co, INC

20-Core Return Charge on Wheel Assembly for Paver

09/01/2023

(3,411.44)



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

2974 - MacAllister Machinery Co, INC  
 4519 - Osburn Associates, INC  
 786 - Richard's Small Engine, INC  
 1743 - The Home City Ice Company

20-Wheel Asst Hub for Paver (4)-includes core deposit	09/01/2023	8,250.36
20-Scooter stencil for corrals	09/01/2023	477.45
20-Stable Braid 1/2" for tree crew	09/01/2023	207.12
20-Ice for crews-62 7lb bags-6/29/23	09/01/2023	150.78
Account <b>52420 - Other Supplies</b> Totals	10	<u>\$6,027.49</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-Unlimited LTE Laptop & Hotspot Pln 06/12-07/11/23	08/23/2023	29.24
Account <b>53210 - Telephone</b> Totals	1	<u>\$29.24</u>

Account **53630 - Machinery and Equipment Repairs**

786 - Richard's Small Engine, INC

20-Repairs to K970 Cut off saw	09/01/2023	77.48
Account <b>53630 - Machinery and Equipment Repairs</b> Totals	1	<u>\$77.48</u>

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC  
 19171 - Aramark Uniform & Career Apparel Group, INC  
 19171 - Aramark Uniform & Career Apparel Group, INC  
 19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-8/9/23	09/01/2023	8.35
20-mat/towel service-8/9/23	09/01/2023	38.47
20-uniform rental (minus payroll ded)-8/16/23	09/01/2023	8.35
20-mat/towel service-8/16/23	09/01/2023	38.47
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	4	<u>\$93.64</u>

Account **53990 - Other Services and Charges**

902 - Indiana Underground Plant Protection Service, INC  
 2823 - John Naylor Trucking, LLC

20-Line Locate Services for July 2023	09/01/2023	727.70
20-Convey #4 Stone at 10th & Jefferson	09/01/2023	258.80
Account <b>53990 - Other Services and Charges</b> Totals	2	<u>\$986.50</u>
Program <b>200000 - Main</b> Totals	23	<u>\$8,151.76</u>
Department <b>20 - Street</b> Totals	23	<u>\$8,151.76</u>
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	23	<u>\$8,151.76</u>

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **43160 - Lot/Garage Leases - Annual**

Kiara Chan  
 Isabel Foster  
 Caitlyn Leraas  
 Dan Snyder

26-Customer canceled 7/31, was charged for August	09/01/2023	110.00
26-Customer canceled 7/31, was charged for August	09/01/2023	110.00
26-Customer canceled 7/31, was charged for August	09/01/2023	110.00
26-Customer canceled 7/31, was charged for August	09/01/2023	110.00



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Account **53210 - Telephone**  
13969 - AT&T Mobility II, LLC

Account <b>43160 - Lot/Garage Leases - Annual Totals</b>	4		<u>\$440.00</u>
06-Unlimited LTE Laptop & Hotspot Pln 06/12-07/11/23		08/23/2023	58.48
Account <b>53210 - Telephone Totals</b>	1		<u>\$58.48</u>
Program <b>260000 - Main Totals</b>	5		<u>\$498.48</u>
Department <b>26 - Parking Totals</b>	5		<u>\$498.48</u>
Fund <b>452 - Parking Facilities(S9502) Totals</b>	5		<u>\$498.48</u>

Fund **454 - Alternative Transport(S6301)**  
Department **05 - Common Council**  
Program **050000 - Main**  
Account **54310 - Improvements Other Than Building**  
10 - Bledsoe Riggert Cooper & James INC  
17 - Bynum Fanyo & Associates, INC

07-Liberty Sidewalk Design Services-7/1/23	2022-69	09/01/2023	684.00
07-Adams St ROW 2/1/23-8/15/23	2022-51	09/01/2023	26,400.00
Account <b>54310 - Improvements Other Than Building Totals</b>	2		<u>\$27,084.00</u>
Program <b>050000 - Main Totals</b>	2		<u>\$27,084.00</u>
Department <b>05 - Common Council Totals</b>	2		<u>\$27,084.00</u>
Fund <b>454 - Alternative Transport(S6301) Totals</b>	2		<u>\$27,084.00</u>

Fund **455 - Parking Meter Fund(S2141)**  
Department **26 - Parking**  
Program **260000 - Main**  
Account **41020 - Permits**  
Logan Lankenau

26-Customer requested "No Parking" signs for 2 days, but only 1		09/01/2023	60.00
Account <b>41020 - Permits Totals</b>	1		<u>\$60.00</u>
Program <b>260000 - Main Totals</b>	1		<u>\$60.00</u>
Department <b>26 - Parking Totals</b>	1		<u>\$60.00</u>
Fund <b>455 - Parking Meter Fund(S2141) Totals</b>	1		<u>\$60.00</u>

Fund **456 - MVH Restricted**  
Department **20 - Street**  
Program **200000 - Main**  
Account **52330 - Street , Alley, and Sewer Material**  
5149 - E&B Paving, INC  
5149 - E&B Paving, INC

20-Asphalt for Paving 7th Street	2023-9	09/01/2023	5,395.96
20-Asphalt for Paving & Patching 13th St & Rodgers St	2023-9	09/01/2023	20,840.47



# Board of Public Works Claim Register

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Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	2	<u>\$26,236.43</u>
Program <b>200000 - Main</b> Totals	2	<u>\$26,236.43</u>
Department <b>20 - Street</b> Totals	2	<u>\$26,236.43</u>
Fund <b>456 - MVH Restricted</b> Totals	2	<u>\$26,236.43</u>

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC

20-Asphalt for Paving & Patching 13th St & Rodgers St 2023-9 09/01/2023 246.33

334 - Irving Materials, INC

20-Concrete Materials class A stone-714 W. 13th St 2023-8 09/01/2023 740.00

334 - Irving Materials, INC

20-Concrete Materials class A stone-712 W. 13th Street 2023-8 09/01/2023 956.00

334 - Irving Materials, INC

20-Concrete Materials class A stone-N Fairview & W 13th St 2023-8 09/01/2023 1,028.00

Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	4	<u>\$2,970.33</u>
Program <b>020000 - Main</b> Totals	4	<u>\$2,970.33</u>
Department <b>02 - Public Works</b> Totals	4	<u>\$2,970.33</u>
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	4	<u>\$2,970.33</u>

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

51575 - Ennis-Flint, INC

20-Pavement Markings for Rogers & College 09/01/2023 12,373.40

Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	1	<u>\$12,373.40</u>
Program <b>020000 - Main</b> Totals	1	<u>\$12,373.40</u>
Department <b>02 - Public Works</b> Totals	1	<u>\$12,373.40</u>

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC

07-Moores/SE Trail (PE) design -7/31/23 2022-137 09/01/2023 2,259.00

Account <b>54310 - Improvements Other Than Building</b> Totals	1	<u>\$2,259.00</u>
Program <b>070000 - Main</b> Totals	1	<u>\$2,259.00</u>
Department <b>07 - Engineering</b> Totals	1	<u>\$2,259.00</u>

Department **13 - Planning**



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

10081 - Strand Associates, INC

13 - Crosswalk Enhancement Project-2/1-3/31/23-FINAL	2020-49	09/01/2023	1,613.27
Account <b>54310 - Improvements Other Than Building</b> Totals		1	<u>\$1,613.27</u>
Program <b>130000 - Main</b> Totals		1	<u>\$1,613.27</u>
Department <b>13 - Planning</b> Totals		1	<u>\$1,613.27</u>
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals		3	<u>\$16,245.67</u>

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC

8658 - Kleindorfer's Hardware LLC

476 - Southern Indiana Parts, INC (Napa Auto Parts)

16-replacement of mailbox & post		09/01/2023	79.99
16-washers & 2 cycle oil		09/01/2023	2.04
16-Tote Adapter for DEF tank		09/01/2023	258.29
Account <b>52420 - Other Supplies</b> Totals		3	<u>\$340.32</u>

Account **52430 - Uniforms and Tools**

793 - Indiana Safety Company, INC

798 - Winters Associates Promotional Products, INC

16-Employee gloves, Jersey, Blue palm & leather		09/01/2023	719.46
16-Employee Green safety T-Shirts		09/01/2023	240.00
Account <b>52430 - Uniforms and Tools</b> Totals		2	<u>\$959.46</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-Unlimited LTE Laptop & Hotspot Pln 06/12-07/11/23		08/23/2023	29.24
Account <b>53210 - Telephone</b> Totals		1	<u>\$29.24</u>

Account **53240 - Freight / Other**

793 - Indiana Safety Company, INC

798 - Winters Associates Promotional Products, INC

16-Employee gloves, Jersey, Blue palm & leather		09/01/2023	75.17
16-Employee Green safety T-Shirts		09/01/2023	10.36
Account <b>53240 - Freight / Other</b> Totals		2	<u>\$85.53</u>

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

16-Sanitation-water/sewer bill-July 2023		08/23/2023	203.31
Account <b>53530 - Water and Sewer</b> Totals		1	<u>\$203.31</u>

Account **53610 - Building Repairs**

32 - Cassady Electrical Contractors, INC

16- SA - Replaced time clock	2022-90	09/01/2023	363.26
Account <b>53610 - Building Repairs</b> Totals		1	<u>\$363.26</u>



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 08/9/2023	09/01/2023	7.79
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 08/02/2023	09/01/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 08/02/2023	09/01/2023	7.79
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 08/09/2023	09/01/2023	26.76
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		<b>4</b>	<b>\$69.10</b>

**Account 53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees-8/01-8/15/23	09/01/2023	1,809.49
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-08/01-08/15/23	09/01/2023	18,597.31
<b>Account 53950 - Landfill Totals</b>		<b>2</b>	<b>\$20,406.80</b>
<b>Program 160000 - Main Totals</b>		<b>16</b>	<b>\$22,457.02</b>
<b>Department 16 - Sanitation Totals</b>		<b>16</b>	<b>\$22,457.02</b>
<b>Fund 730 - Solid Waste (S6401) Totals</b>		<b>16</b>	<b>\$22,457.02</b>

**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-C.Swanson (9.5M)-8/1/23	09/01/2023	93.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Pursell (13D)-8/5/23	09/01/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Peterson (11 D)-8/9/23	09/01/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Hardin (13 D)-8/11/23	09/01/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Jones (9 M)-8/12/23	09/01/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10- safety shoes-J. Warfield (12 D)-8/14/23	09/01/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Polson (11)-7/7/23	09/01/2023	99.98
1448 - Shoe Carnival, INC	10- safety shoes-Sciscoe (13)-7/15/23	09/01/2023	100.00
<b>Account 52430 - Uniforms and Tools Totals</b>		<b>8</b>	<b>\$793.73</b>

**Account 53130 - Medical**

8827 - Timothy R Brown	10-reimb for CDL physical-8/3/23	09/01/2023	100.00
7671 - Roger Brian Shipley	10-reimb for CDL physical-7/31/23	09/01/2023	100.00
<b>Account 53130 - Medical Totals</b>		<b>2</b>	<b>\$200.00</b>
<b>Program 100000 - Main Totals</b>		<b>10</b>	<b>\$993.73</b>
<b>Department 10 - Legal Totals</b>		<b>10</b>	<b>\$993.73</b>



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Fund 801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

17785 - The Howard E. Nyhart Company, INC

8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)

12-August Wellness Reimbursement

12-near-site employer clinic support - August 2023

Account **53990 - Other Services and Charges** Totals

Program **120000 - Main** Totals

Department **12 - Human Resources** Totals

Fund **801 - Health Insurance Trust** Totals

Fund <b>800 - Risk Management(S0203)</b> Totals	10	\$993.73
12-August Wellness Reimbursement	08/21/2023	2,430.00
12-near-site employer clinic support - August 2023	09/01/2023	2,600.00
Account <b>53990 - Other Services and Charges</b> Totals	2	\$5,030.00
Program <b>120000 - Main</b> Totals	2	\$5,030.00
Department <b>12 - Human Resources</b> Totals	2	\$5,030.00
Fund <b>801 - Health Insurance Trust</b> Totals	2	\$5,030.00

**Fund 802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52110 - Office Supplies**

53954 - Ron Turley Associates, INC

17 - asset licenses for ETA system

Account **52110 - Office Supplies** Totals

17 - asset licenses for ETA system	09/01/2023	3,000.00
Account <b>52110 - Office Supplies</b> Totals	1	\$3,000.00

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC

4693 - Monroe County Tire & Supply, INC

17 - tires for shop

17 - 16 Firestone firehawk Pursuit 108V for stock

Account **52230 - Garage and Motor Supplies** Totals

17 - tires for shop	09/01/2023	891.40
17 - 16 Firestone firehawk Pursuit 108V for stock	09/01/2023	1,993.92
Account <b>52230 - Garage and Motor Supplies</b> Totals	2	\$2,885.32

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)

17-fuel-B5 PDX4 Clear on Road (7,244 gallons)-8/9/23

Account **52240 - Fuel and Oil** Totals

17-fuel-B5 PDX4 Clear on Road (7,244 gallons)-8/9/23	09/01/2023	26,836.85
Account <b>52240 - Fuel and Oil</b> Totals	1	\$26,836.85

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

941 - Central Indiana Truck Equipment Corporation

594 - Curry Auto Center, INC

594 - Curry Auto Center, INC

4044 - Industrial Hydraulics, INC

796 - Interstate Battery System of Bloomington, INC

17 - Select Sord Cable assembly for 819

17 - tires for 819

17 - 4 ea. 1"x13.5 & 1"x7.5 bolts, 6 Nut Unc-2B GR8 for 957

17 - N-Tank for 571

17 - SL-N-Module for 583

17 - pump for 404

17 - MTP-65HD battery for stock

17 - Select Sord Cable assembly for 819	09/01/2023	120.27
17 - tires for 819	09/01/2023	630.91
17 - 4 ea. 1"x13.5 & 1"x7.5 bolts, 6 Nut Unc-2B GR8 for 957	09/01/2023	614.31
17 - N-Tank for 571	09/01/2023	68.47
17 - SL-N-Module for 583	09/01/2023	95.24
17 - pump for 404	09/01/2023	1,495.15
17 - MTP-65HD battery for stock	09/01/2023	128.44





# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

293 - J&S Locksmith Shop, INC	17 - #5000 keys	09/01/2023	8.00
11672 - Jack Doheny Companies, INC	17 - #4691 misc steel for 464	09/01/2023	752.83
11672 - Jack Doheny Companies, INC	17 - Single Wrap main broom 66 for 464	09/01/2023	1,103.14
908 - JB Salvage (Westside Auto Parts)	17 - #4691 misc steel -8/7/23	09/01/2023	35.00
4439 - JX Enterprises, INC	17 - (2) exhaust gasket, D ring seal & V band clamp for 445	09/01/2023	93.56
2974 - MacAllister Machinery Co, INC	17 - #4771-replaced blow out safety & o-ring	09/01/2023	240.38
2974 - MacAllister Machinery Co, INC	17 - NE sensor & AS sensor for 606	09/01/2023	259.83
5661 - Mid America Fire & Safety, LLC	17 - #332 electric accelerator pedal	09/01/2023	244.94
53385 - O'Reilly Automotive Stores, INC	17 - oil filter for 1211	09/01/2023	5.29
53385 - O'Reilly Automotive Stores, INC	17 - Air filter	09/01/2023	22.69
53385 - O'Reilly Automotive Stores, INC	17 - Shift tube for Ford Ranger	09/01/2023	34.19
53385 - O'Reilly Automotive Stores, INC	17 - State HSG Assembly for 297	09/01/2023	37.83
53385 - O'Reilly Automotive Stores, INC	17 - Spark plug & manifold set for 146	09/01/2023	38.63
53385 - O'Reilly Automotive Stores, INC	17 -light sockets (6)	09/01/2023	44.94
53385 - O'Reilly Automotive Stores, INC	17 - Shift lever for 819(ford ranger)	09/01/2023	53.47
53385 - O'Reilly Automotive Stores, INC	17 - (4) gloves	09/01/2023	63.96
53385 - O'Reilly Automotive Stores, INC	17 - (2) cargo straps for shop	09/01/2023	79.98
53385 - O'Reilly Automotive Stores, INC	17 - P/bearing & rei ease bear for 483	09/01/2023	99.02
53385 - O'Reilly Automotive Stores, INC	17 - Magnum gas	09/01/2023	106.61
53385 - O'Reilly Automotive Stores, INC	17 - Wheel Weights for stock	09/01/2023	244.30
53385 - O'Reilly Automotive Stores, INC	17 - credit for core charges (inv #1903-363271)	09/01/2023	(110.00)
53385 - O'Reilly Automotive Stores, INC	17 - credit for core charges (inv #1903-373319)	09/01/2023	(176.00)
54351 - Sternberg, INC	17 - gasket for 332	09/01/2023	5.17
54351 - Sternberg, INC	17 - gasket for 341	09/01/2023	5.34
54351 - Sternberg, INC	17 - V clamp	09/01/2023	44.72
54351 - Sternberg, INC	17 - Crankcase for 395	09/01/2023	83.03
54351 - Sternberg, INC	17 - Gaskets & breather for 332	09/01/2023	197.04
54351 - Sternberg, INC	17 - Air valve for 332	09/01/2023	337.24
54351 - Sternberg, INC	17 - gaskets, breather & harness for 341	09/01/2023	450.38
54351 - Sternberg, INC	17 - Mirror, head kit, asm brake & u-joint for 938	09/01/2023	977.25
54351 - Sternberg, INC	17 - Returned Sensor	09/01/2023	(94.78)
54351 - Sternberg, INC	17 - core credit	09/01/2023	(125.00)



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

54351 - Sternberg, INC	17 - Core refund		09/01/2023	(450.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17 - #1203 wheel cap		09/01/2023	202.30
582 - Town & Country Chrysler Dodge Jeep, INC	17 - credit for returned Engine (inv #5072520)		09/01/2023	(75.00)
4606 - Truck Service, INC	17 - spring bushing kit and shim		09/01/2023	828.82
7555 - VoMac Truck Sales & Service INC	17 - (2) cables for 4741		09/01/2023	84.97
7555 - VoMac Truck Sales & Service INC	17 - Valve for 955		09/01/2023	160.52
7555 - VoMac Truck Sales & Service INC	17 - Relay valve for 957		09/01/2023	189.66
2096 - West Side Tractor Sales CO.	17 - Switch, keys & relay for 648, starter motor returned		09/01/2023	84.84
2096 - West Side Tractor Sales CO.	17 - Hose, repair manual, flash drive (USB drive)		09/01/2023	227.28
2096 - West Side Tractor Sales CO.	17 - repairs to a 544K loader		09/01/2023	256.98
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - ABS sensor for Ford ranger (819)		09/01/2023	52.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Brake pad assembly, wheel hub assembly, Oil seal assembly		09/01/2023	450.08
	<b>Account 52320 - Motor Vehicle Repair Totals</b>		51	<u>\$10,328.22</u>
<b>Account 52420 - Other Supplies</b>				
7989 - Mark Garland (Mark Garland Enterprises, LLC)	17 - shop cat pin for snap on scanner		09/01/2023	247.00
177 - Indiana Oxygen Company, INC	17 - gases for torch and welding equipment - 7/31/2023		09/01/2023	289.23
4574 - John Deere Financial f.s.b. (Rural King)	17 - 24IN Direct drive fan		09/01/2023	129.99
4574 - John Deere Financial f.s.b. (Rural King)	17 - 5 gallon gas cans (3) safety		09/01/2023	179.97
8658 - Kleindorfer's Hardware LLC	17 - 4 hose nozzles for shop		09/01/2023	29.56
8181 - Lawson Products, INC	17 - shop supplies and DNI parts		09/01/2023	894.07
54915 - VanHorn Tint & Accessories, INC	17 - #965 lettering for the side of new sanitation		09/01/2023	550.00
	<b>Account 52420 - Other Supplies Totals</b>		7	<u>\$2,319.82</u>
<b>Account 53130 - Medical</b>				
231 - IU Health OCC Health Services	17 - Test for J. Smith-7/28/23		09/01/2023	35.00
	<b>Account 53130 - Medical Totals</b>		1	<u>\$35.00</u>
<b>Account 53160 - Instruction</b>				
5333 - Total Truck Parts, INC	17 - ac training for 5 techs		09/01/2023	125.00
	<b>Account 53160 - Instruction Totals</b>		1	<u>\$125.00</u>
<b>Account 53610 - Building Repairs</b>				
8143 - Cummins INC dba Cummins Sales and Service	17 - SA - Fuel filter, fuel water SE, lube filter, WF PKG, PAC F	2022-103	09/01/2023	597.46
321 - Harrell Fish, INC (HFI)	17 - SA - Semi-annual BFP Tested 8/3/23	2022-115	09/01/2023	325.00
392 - Koorsen Fire & Security, INC	17- SA- Quarterly Base Monitoring 8/1-10/31/23	2022-92	09/01/2023	91.27



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

**Account 53620 - Motor Repairs**

2974 - MacAllister Machinery Co, INC  
 2096 - West Side Tractor Sales CO.

17 - #4771-replaced blow out safety & o-ring  
 17 - repairs to a 544K loader

Account <b>53610 - Building Repairs</b> Totals	3	<u>\$1,013.73</u>
	09/01/2023	590.00
	09/01/2023	863.34
Account <b>53620 - Motor Repairs</b> Totals	2	<u>\$1,453.34</u>

**Account 53650 - Other Repairs**

3286 - Peacetree, INC (PEI Maintenance)  
 3286 - Peacetree, INC (PEI Maintenance)  
 3286 - Peacetree, INC (PEI Maintenance)  
 3286 - Peacetree, INC (PEI Maintenance)

17 - service for fuel pumps - reset network card  
 17 - service for- Adams St pump -broken wire to Handle switch  
 17 - Maintenance service call for fuel pumps  
 17 -service call Replaced filters 1&2 at Adams, 4&5 at Henderson

	2023-3	09/01/2023	142.50
	2023-3	09/01/2023	142.50
	2023-3	09/01/2023	142.50
	2023-3	09/01/2023	219.28
Account <b>53650 - Other Repairs</b> Totals	4		<u>\$646.78</u>
Program <b>170000 - Main</b> Totals	73		<u>\$48,644.06</u>
Department <b>17 - Fleet Maintenance</b> Totals	73		<u>\$48,644.06</u>
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals	73		<u>\$48,644.06</u>

**Fund 804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

**Account 53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC  
 17785 - The Howard E. Nyhart Company, INC  
 17785 - The Howard E. Nyhart Company, INC  
 17785 - The Howard E. Nyhart Company, INC  
 17785 - The Howard E. Nyhart Company, INC

12-City URM  
 12-City URM  
 12-City URM  
 12-City URM/DDC  
 12-City URM

	08/21/2023	82.56
	08/22/2023	199.67
	08/23/2023	34.61
	08/23/2023	53.08
	08/24/2023	20.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals	5	<u>\$389.92</u>

**Account 53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC

12-City URM/DDC

	08/23/2023	192.30
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b> Totals	1	<u>\$192.30</u>

**Account 53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC

12-Util URM

	08/23/2023	29.53
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals	1	<u>\$29.53</u>

**Account 53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC

12-Nyhart HSA Employee Contribution 8-25-2023

23,019.05



# Board of Public Works Claim Register

Invoice Date Range 08/19/23 - 09/01/23

Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals		1	<u>\$23,019.05</u>
Program <b>120000 - Main</b> Totals		8	<u>\$23,630.80</u>
Department <b>12 - Human Resources</b> Totals		8	<u>\$23,630.80</u>
Fund <b>804 - Insurance Voluntary Trust</b> Totals		8	<u>\$23,630.80</u>
Fund <b>978 - City 2016 GO Bond Proceeds</b>			
Department <b>06 - Controller's Office</b>			
Program <b>06016C - 2016 C Jackson Trail</b>			
Account <b>54310 - Improvements Other Than Building</b>			
19278 - Milestone Contractors, LP			
07-Jackson Creek Trail Ph II, Flood Damage Repair		2023-9B	09/01/2023
			3,846.40
Account <b>54310 - Improvements Other Than Building</b> Totals		1	<u>\$3,846.40</u>
Program <b>06016C - 2016 C Jackson Trail</b> Totals		1	<u>\$3,846.40</u>
Department <b>06 - Controller's Office</b> Totals		1	<u>\$3,846.40</u>
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		1	<u>\$3,846.40</u>
Fund <b>986 - GO Bonds 2022</b>			
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>54510 - Other Capital Outlays</b>			
16 - Butler, Fairman & Seufert, INC			
07-High St Multiuse Path & Intersections-June 2023		2022-63	09/01/2023
			11,481.00
Account <b>54510 - Other Capital Outlays</b> Totals		1	<u>\$11,481.00</u>
Program <b>060000 - Main</b> Totals		1	<u>\$11,481.00</u>
Department <b>06 - Controller's Office</b> Totals		1	<u>\$11,481.00</u>
Fund <b>986 - GO Bonds 2022</b> Totals		1	<u>\$11,481.00</u>
Fund <b>987 - Econ Dev LIT Bonds of 2022</b>			
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>54510 - Other Capital Outlays</b>			
7808 - J.S. Held LLC			
06-Bloomington Police Station JH Project #22111342			09/01/2023
			6,139.24
Account <b>54510 - Other Capital Outlays</b> Totals		1	<u>\$6,139.24</u>
Program <b>060000 - Main</b> Totals		1	<u>\$6,139.24</u>
Department <b>06 - Controller's Office</b> Totals		1	<u>\$6,139.24</u>
Fund <b>987 - Econ Dev LIT Bonds of 2022</b> Totals		1	<u>\$6,139.24</u>
		308	<u><u>\$717,301.83</u></u>

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
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09/01/23	Claims				\$717,301.83
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**\$717,301.83**

**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 \$717,301.83

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


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

Fiscal Office \_\_\_\_\_