

Board of Public Works Meeting

March 26, 2024



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

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

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 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
March 26, 2024

A Regular Meeting of the Board of Public Work will be held Tuesday, **March 26, 2024 at 5:30 p.m.** in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/82594593803?pwd=zhtG3wp0xIGrM5XITV0YuUXBrLfcbb.1>

Meeting ID: 825 9459 3803 Passcode: 087787

I. MESSAGES FROM BOARD MEMBERS

II. TITLE VI ABATEMENTS

1. Abatement at 410 S. Highland

III. PETITIONS AND REMONSTRANCES

1. Appeal Noise Violation # 42022 at 1521 W. Issac Drive

IV. CONSENT AGENDA

1. Approval of Minutes; March 12, 2024
2. Resolution 2024-011; 4th Street Festival
3. Resolution 2024-012; International Festival
4. Resolution 2024-013; New Mobile Vendor; Reyes Taco
5. Renewal of Hill's Pet, Shelter & Love Program
6. Approval of Payroll

V. NEW BUSINESS

1. Amendment #3 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects
2. Preliminary Engineering Contract with Etica Group for the Dunn St Sidewalk Project
3. Sidewalk Closure Request from Taycon on N. Kingston Dr.
4. Contract with Harrell Fish, Inc. (HFI) to Repair Condensing HVAC Units at 4th Street Garage
5. Contract with Ann Kriss, LLC for Office Removal at Morton Street Garage

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. 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

Staff Report

To: Board of Public Works

From: Rob Council

Date: March 26, 2024

Re: Request to abate property at 410 S. Highland Ave., Bloomington, Indiana

Attachments:

1. Notices of Violation.
2. Photograph(s) of the property
3. GIS property information
4. Proof Of Service Documents
5. Proposed Order for Abatement

Facts:

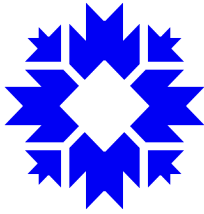
1. Bloomington Municipal Code § 6.06.020 makes it unlawful for “any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited 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 10/06/2023, 10/20/2023, 03/01/2024, a Neighborhood Compliance Officer inspected the property located at 410 S. Highland Avenue., Bloomington, Indiana (hereinafter, the “Property”) for trash and litter on the Property and on each instance issued a Notice of Violation for garbage, rubbish, trash or other refuse in violation of BMC § 6.06.020 (collectively the “NOVs”).
3. Each of the NOVs were served on the owner of the property, Stephen Patterson, (hereinafter, the “Owner”), by mailing the NOV’s to the Owner’s last known address which is the same as the Property address, all in accordance with BMC § 6.06.070(b).
4. The violations have not been corrected and the NOVs were not appealed.
5. The Notice of Request to Abate was served on the Owner of the Property by certified mail, and then by regular mail, both to the last known address of the Owner as identified above, all in accordance with BMC § 6.06.080(b).
6. The abatement request is for continuous abatement.

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.



City of Bloomington Housing and Neighborhood Development

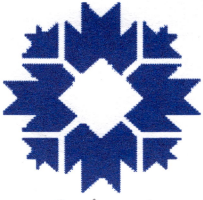
On 10/06/2023, 10/20/2023, 03/01/2024, the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 410 S Highland Ave. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through 10/06/2024**

BPW Meeting Date: 03/26/2024
Property Owner: Stephen Patterson
Address: 410 S. Highland Ave.
Is this a rental? No
Agent: N/A
Address: N/A
Parcel Number: 53-01-54-139-000.000-009
Legal Description: 015-41390-00 Whitaker Lot 13



Notice of Violation

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

Date 6/7/23 Time 1145 Address/location 410 S Highland Ave 47601

Issued by: 207

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# 62023-06-1016

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# 62023-06-1016

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: _____

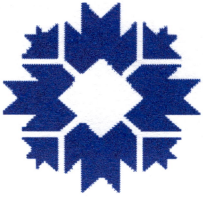
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Stephan Patterson
 Address 680 N. Hartstroit Rd
 City Bloomington State IN
 Zip Code 47604

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/

Date 6/29/23 Time 2:45 Address/location 410 S. Highland Ave 47401

Issued by: 207

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# 62023-06-1095

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# 62023-06-1095

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: _____

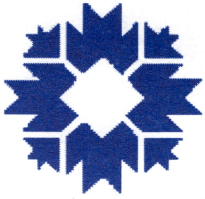
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Steve Patterson
 Address 650 N. Hartstrait Rd
 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/

Date 8/21/23 Time 12²⁰ Address/location 410 S. Highland Ave 47401

Issued by: 207

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.

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

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Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 6-2023-08-1334

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).

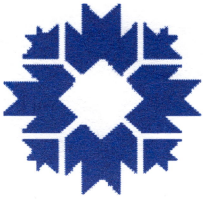
Comments: Please man.

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Owner Name Steve Patterson
 Address 650 N. Hartstreet Rd
 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/

Date 10/6/23 Time 11:25 Address/location 410 S. Highland Ave 47401

Issued by: 207

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.

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Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-08-1334

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Comments: _____

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 Address 650 N. Hartstrait Rd
 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/

Date 10/20/23 Time 2:40 Address/location 610 S. Highland Ave 47401

Issued by: 207

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.

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Fine Due: \$50 \$100 **\$150** **Warning (No fine due at this time)** Ticket# 62023-08-1334

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Owner Name Stephan Patterson
 Address 680 N. Hartstroit Rd
 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/

Date 3/11/24 Time 2:50 Address/location 410 S. Highland Ave 47401

Issued by: 207

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.

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Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62024-03-2180

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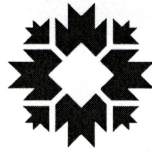
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Stephen Patterson
 Address 650 N. Hartstrait Rd
 City Bloomington State IN
 Zip Code 47401

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: 3/26/24

Mail Copies To: Resident: _____ Owner: Agent: _____



**City of Bloomington
Housing and Neighborhood Development**

Correction

NOTICE OF REQUEST FOR ABATEMENT

To: Patterson, Stephen F (“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 **410 S Highland Ave**, Bloomington 47401, under parcel number **53-01-54-139-000.000-009** and whose legal description is **015-41390-00 Whitaker Lot 13** (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 March 26, 2024 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

Fines are not appealed at this meeting

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7016 0910 0000 8477 7957

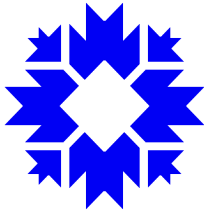
Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postmark
Here

Postage	\$	
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PATTERSON, STEVE
650 N. HARTSTRAIT RD
BLOOMINGTON, IN 47404

for Instructions



City of Bloomington Housing and Neighborhood Development

On 10/06/2023, 10/20/2023, 03/01/2024, the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 410 S Highland Ave. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through 10/06/2024**

BPW Meeting Date: 03/26/2024
Property Owner: Stephen Patterson
Address: 410 S. Highland Ave.
Is this a rental? No
Agent: N/A
Address: N/A
Parcel Number: 53-01-54-139-000.000-009
Legal Description: 015-41390-00 Whitaker Lot 13













Monroe County, IN

410 S Highland AVE, Bloomington, IN 47401-5052
53-01-54-139-000.000-009



Parcel Information

Parcel Number: 53-01-54-139-000.000-009
Alt Parcel Number: 015-41390-00
Property Address: 410 S Highland AVE
Bloomington, IN 47401-5052
Neighborhood: 151 Trending 2006 - A
Property Class: Other Commercial Housing
Owner Name: Patterson, Stephen F
Owner Address: 650 N Hartstrait Rd
Bloomington, IN 47404
Legal Description: 015-41390-00 Whitaker Lot 13

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.207	

STAFF REPORT
NOV APPEAL (noise)

Appellant Information:

Name: David Perdomo

Address: 1521 W. Issac Dr. Apt. 1243, Bloomington, IN 47401

Date Appealed: February 20, 2024

NOV Information:

Date Issued: February 18, 2024

By: Officer Southern

Where: 1521 W. Issac Dr. Apt. 1243, Bloomington, IN 47401

For: Unreasonable Noise

Attachments:

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

Controlling Ordinances and Language:

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

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

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

within a twelve month period are subject to a fine or penalty of five hundred dollars.
(emphasis added)

Discussion:

1. At approximately 12:24 a.m. on February 18, 2024, the Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 1521 W Isaac Dr. (the “Property”). Officer Aiden Southern of the Bloomington Police Department, responded to the noise complaint and arrived on scene at approximately 12:53 a.m.
2. When Officer Southern arrived at the Property, there were multiple people outside and he could hear loud music and yelling.
3. At 12:59 a.m., Officer Southern made contact with David Perdomo (“Appellant”) who was the occupant and tenant of the Property. Appellant was issued a ticket for unreasonable noise, and assessed a fine of \$50.
4. Appellant appealed the ticket.
5. The facts establish a prima facie evidence of a violation of the noise ordinance because the sound occurred between the hours of nine p.m. and seven a.m. and the sound was clearly audible to Officer Southern, a person with normal hearing, from outside the premises.
6. Appellant occupied and had control of this Property and is, therefore, a person who can and should be held responsible for this violation.
7. A fine of \$50 for the Appellant is appropriate because this is the first noise violation issued to Appellant at this Property in a 12-month period.

Staff Recommendation:

1. The appeal should be denied.

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 42022

B24-08885

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

Day of Week SUN	Day 18	Month 02	Year 2024	Time 0059
Last Name PERDOMO		First DAVID	MI	
Street Address 1521 W. ISAAC DL APT 1243			D.O.B. 12/6/02	
City BLOOMINGTON		State IN	Zip Code 47401	
Sex M	Race W	SSN/OLN 9370-91-4		

DID COMMIT THE FOLLOWING OFFENSE:

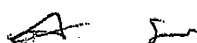
OR

Excessive Loud Noise

Residence Vehicle

Contrary to the BMC § 14.09.030

at 1521 W. ISAAC DL APT 1243, Bloomington, IN.

Officer's Signature  I.D. No. 1652

1st \$500 City of Bloomington, Indiana

Date 02/18/2024

Signature 

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

03/07/24
09:04

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

337
Page: 1

Call Number: 240218005

Nature: NOISE
Reported: 00:24:21 02/18/24
Rcvd By: FRY D How Rcvd: T
Occ Btwn: 00:24:21 02/18/24 and 00:25:15 02/18/24
Type: 1
Priority: 4

Address: 1550 W ISAAC DR
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: 1727/1572
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
TIERNAN K	00:38:20 02/18/24	1727	DISP	LB4	BPD	DISPATCHED TO A CALL call=51
CRIST K	00:46:01 02/18/24	1505	DISP	LB4	BPD	incid#=B24-08885 DISPATCHED TO A CALL call=51
CRIST K	00:46:01 02/18/24	1659	DISP	LB4	BPD	incid#=B24-08885 DISPATCHED TO A CALL call=51
FOSNAUGH A	00:53:05 02/18/24	1505	ER	LB4	BPD	(MDC) Enroute to a call incid#=B24-08885 call=51
FOSNAUGH A	00:53:07 02/18/24	1505	AR	LB4	BPD	(MDC) Arrived on scene incid#=B24-08885 call=51
SOUTHERN A	00:53:33 02/18/24	1659	ER	LB4	BPD	(MDC) Enroute to a call incid#=B24-08885 call=51
SOUTHERN A	00:53:34 02/18/24	1659	AR	LB4	BPD	(MDC) Arrived on scene incid#=B24-08885 call=51
SOUTHERN A	01:08:08 02/18/24	1659	AR	LB4	BPD	(MDC) Assigned as Responsible Unit for call 240218005
FOSNAUGH A	01:08:13 02/18/24	1505	CE	LB4	BPD	(MDC) Completed call incid#=B24-08885 call=51
SOUTHERN A	01:09:06 02/18/24	1659	CE	LB4	BPD	(MDC) Completed call incid#=B24-08885 call=51
CRIST K	01:09:38 02/18/24	1727	CE	LB4	BPD	

COMMENTS

00:24:51 02/18/2024 - FRY D
CONTACT 1727
00:25:04 02/18/2024 - FRY D (ProQA Police)

03/07/24
09:04

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

337
Page: 2

ProQA Case Cancelled: 8. Officer Initiated
00:25:39 02/18/2024 - TIERNAN K
Apt 1243 (?)
01:08:09 02/18/2024 - SOUTHERN A
Unit 1659 has replaced Unit 1727 as the responsible unit on call 51

UNIT HISTORY

Unit Time/Date Code

1505 00:46:01 02/18/24 DISP
1505 00:53:05 02/18/24 ER
1505 00:53:07 02/18/24 AR
1505 01:08:13 02/18/24 CE
1659 00:46:01 02/18/24 DISP
1659 00:53:33 02/18/24 ER
1659 00:53:34 02/18/24 AR
1659 01:08:08 02/18/24 AR
1659 01:09:06 02/18/24 CE
1727 00:38:20 02/18/24 DISP
1727 01:09:38 02/18/24 CE

RESPONDING OFFICERS

Unit Officer

1505 FOSNAUGH A
1659 SOUTHERN A
1727 TIERNAN K

INVOLVEMENTS

Type Record# Date Description Relationship

LW B24-08885 02/18/24 NOISE B24-08885 1550 W ISAAC Initiating Call



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

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

Name: David Abdul Hadi Phone Number (812)-679-3357

Citation Number: 42022 Date on Noise Citation: 02/18/2024

(Located in the top right hand corner of the citation)

Local Address:
1521 Issac Dr

Permanent Address:
1601 West 3rd Street

Today's Date: 02/20/2024

Reason for Appeal: I hope this message finds you well. I'll be brief. When the officer arrived, he mentioned a situation in the snow involving unrelated people. The noise complaint was about music. By the time he arrived, hours had passed since we turned off the music, and the volume had significantly decreased before that. Some of us were playing cards when the police arrived, and others were leaving to eat. We expected a warning since there had been no music for a considerable time, and the officers were aware of it as we communicated and understood each other's perspectives respectfully. However, we still received a ticket. Additionally, I'd like to mention that the officer commented that \$50 is nothing for us. Regardless of his perspective, such comments can negatively impact someone psychologically, as not everyone is in a good financial situation. If there's anything else that requires my attention, feel free to contact me. I'd be more than willing to discuss it. Thank you.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 02/20/2024
When the Board of Public Works will consider my appeal.

David Abdul Hadi

02/20/2024

Signature

Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **# 42022**

This matter is before the Board of Public Works for an Appeal of Notice of Violation # 42022 (the "NOV") at 1521 W Issac Dr. Apt. 1243 (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on March 26, 2024.

The Board of Public Works now finds as follows:

1. David Perdomo ("Appellant") appealed the NOV.
2. Appellant resides at the Property.
3. At approximately 12:24 a.m. on February 18, 2024, Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
4. City of Bloomington Police Officer Aiden Southern responded to the call. Officer Southern could hear music and yelling from outside the premises.
5. These facts *establish/do not establish* a violation of BMC 14.09.030(c)(4) in that the sound *occurred/did not occur* between the hours of nine p.m. and seven a.m. and *was/was not* clearly audible to a person with normal hearing from outside the premises.
6. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
7. The facts *support/do not support* a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise, and that this *is/is not* Appellant's first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV # 42022 (B24-08885) is *granted/denied*.

So Ordered this 26th day of March, 2024.

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

The Board of Public Works meeting was held Tuesday, March 12, 2024 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard – In Person
Elizabeth Karon – In Person

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Max Litwin – Fire
Margie Rice – Legal
Jess Goodman – Parking Services

**MESSAGES FROM BOARD
MEMBERS**

None

**PETITIONS AND
REMONSTRANCES**

CONSENT AGENDA

1. Approval of Minutes; December 19, 2023
2. Approval of Minutes; January 02, 2024
3. Approval of Minutes; January 16, 2024
4. Approval of Minutes; January 30, 2024
5. Approval of Minutes; February 13, 2024
6. Approval of Minutes; February 27, 2024
7. Resolution 2024-010 Declaration of BPD Surplus for Recycling
8. Supplement #1 to Construction Inspection Contract with Crossroad Engineers, PC for The B-Line Extension Project
9. Outdoor Lighting Service Agreement with Duke Energy for Constitution Way and Liberty Drive
10. Outdoor Lighting Service Agreement with Duke Energy for W. 3rd St. between Landmark and Franklin
11. Outdoor Lighting Service Agreement with Duke Energy for Sare Rd. and E. Cathcart Street
12. Outdoor Lighting Service Agreement with Duke Energy for the Hawthorne & Weatherstone Neighborhood Greenway Project
13. Approval of Payroll

Karon made a motion to approve the Consent Agenda. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Max Litwin, Fire, presented Contract with Fire Service Inc. for Purchase of Aerial Apparatus. See meeting packet for details.

NEW BUSINESS
**Contract with Fire Service,
Inc. for Purchase of Aerial
Apparatus**

Board Comments: Cox Deckard made mention in the work session it had been discussed that this item that had been previously requested, but the vendor put us on hold due to paperwork and budgetary functions that needed to be taken care of. It became available again for the City of Bloomington, so it's our opportunity to secure this important piece of equipment.

Karon made a motion to approve the Contract with Fire Service Inc. for Purchase of Aerial Apparatus. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Contract with Action Target for BPD Range Renovation

Margie Rice, Legal, presented Contract with Action Target for BPD Range Renovation. See meeting packet for details.

Board Comments: Cox Deckard asked if this was an item budgeted for 2024. Rice spoke with the Controller's office and they said there is about \$614,000 in Public Safety LIT money. They marked this \$203,000 to come out of this budget. Rice clarified that this has nothing to do with Showers West. This is a completely different facility and no changes other than maintenance and upgrades are planned. Cox Deckard mentioned that in previous meetings this BPD property wouldn't be changing its use or what it's being used for. Rice said that this facility is staying in place and other agencies will use it, which is a good collaboration for public safety in our region.

Karon made a motion to approve the Contract with Action Target for BPD Range Renovation. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of Engineering, presented Memorandum of Understanding between Monroe County and COB for the Monroe County Karst Farm Greenway Project. See meeting packet for details.

Memorandum of Understanding between Monroe County and COB for the Monroe County Karst Farm Greenway Project

Board Comments: None

Karon made a motion to approve the Memorandum of Understanding between Monroe County and COB for the Monroe County Karst Farm Greenway Project. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of Engineering, presented Lane and Sidewalk Closure Request from AEG. See meeting packet for details.

Lane and Sidewalk Closure Request from AEG

Board Comments: Cox Deckard had asked Alex Gray during the work session if there were any notices of violation unresolved. Grey replied not with AEG but there were some things pending that Engineering was working on. Cox Deckard wanted to make sure that anything on the books is resolved before we move on. Wason made mention that they are able to control the release of the Right-of-Way permit until those things are resolved and they are keeping a close eye on several of those locations.

Karon made a motion to approve the Lane and Sidewalk Closure Request from AEG. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of Engineering, presented Lane and Sidewalk and Bike Lane Closure Request from Ensite USA along N. Dunn Street, S. Walnut Street, S. High Street and N. Smith Road (June 01, 2024 - October 11, 2024). See meeting packet for details.

Lane and Sidewalk and Bike Lane Closure Request from Ensite USA along N. Dunn Street, S. Walnut Street, S. High Street and N. Smith Road (June 01, 2024 - October 11, 2024)

Board Comments: Karon was confirming as discussed in the work session the closure is not the full length in all the sites and will be moving along the path. Wason stated that was correct. Cox Deckard added that there was discussion about expediting the closures that might affect the school routes and making sure it's resolved before school resumes in the fall.

Karon made a motion to approve the Lane and Sidewalk and Bike Lane Closure Request from Ensite USA along N. Dunn Street, S. Walnut Street, S. High Street and N. Smith Road (June 01, 2024 - October 11, 2024). Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of Engineering, presented Lane Closure and Fee Waiver Request from Miller Pipeline on W. 1st Street (March 22, 2024 – April 19, 2024). See meeting packet for details.

Board Comments: Karon stated that they appreciated separating out the Lane Closure and Fee Waiver requests so that we can consider those separately.

Karon made a motion to approve the Lane Closure and Fee Waiver Request from Miller Pipeline on W. 1st Street (March 22, 2024 – April 19, 2024). Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on behalf of Engineering, presented Sidewalk and Bike Lane Closure Request from Crew Carwash on N. Pete Ellis Drive (June 24, 2024 – June 29, 2024). See meeting packet details.

Board Comments: Cox Deckard commented that during the work session it was noted that the dates on the original Right-of-Way permit were no longer valid. The Board was approving the (June 24, 2024 – June 28, 2024) dates.

Karon made a motion to approve the Sidewalk and Bike Lane Closure Request from Crew Carwash on N. Pete Ellis Drive (June 24, 2024 – June 29, 2024). Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jess Goodman, Parking Services, presented Contract with KONE, Inc. for Elevator Replacement at Morton Street Garage. See meeting packet for details.

Board Comments: Karon asked for clarification for the difference in replacements at both garages that was discussed in the work session. One of them is a larger cab and one of them will be replacing parts in the same cab. Goodman stated that the Morton Street Garage will be the larger cab so they will have to build out to make the shaft bigger; that will be a full replacement. Shelly Hendricks, Representative from KONE, explained the work that will be done to the Walnut Street Garage. The elevator will stay but the interior will be new. The controller unit and the pumping system are being replaced. Cox Deckard asked if they both would have surveillance and Wason stated yes.

Karon made a motion to approve the Contract with KONE, Inc. for Elevator Replacement at Morton Street Garage. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jess Goodman, Parking Services, presented Contract with KONE, Inc. for Elevator Replacement at Walnut Street Garage. See meeting packet for details.

Karon made a motion to approve the Contract with KONE, Inc. for Elevator Replacement at Walnut Street Garage. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason said the eclipse is coming up in a month. We have been working closely with all of our community partners. A press conference was held last week with Indiana University and State Police to go over what all the agencies are prepping for the eclipse on April 8, 2024. City Hall will be closed to the public that day and staff are encouraged to take PTO. There will be a lot of departments that will be all hands on deck and we are as well prepared

Lane Closure and Fee Waiver Request from Miller Pipeline on W. 1st Street (March 22, 2024 – April 19, 2024)

Sidewalk and Bike Lane Closure Request from Crew Carwash on N. Pete Ellis Drive (June 24, 2024 – June 29, 2024)

Contract with KONE, Inc. for Elevator Replacement at Morton Street Garage

Contract with KONE, Inc. for Elevator Replacement at Walnut Street Garage

STAFF REPORTS & OTHER BUSINESS

as we can be. Cox Deckard stated that there will be an impact on parking garages during this event. Wason said that the garages will be operational that day but not the top floor of the garages. Wason also stated the work session will be canceled for Monday April 8th, 2024 but we will have our regularly scheduled meeting on Tuesday April 9th, 2024.

Karon made a motion to approve claims in the amount of 854,947.81. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment at 5:55 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: The 47th Annual 4th Street Festival of the Arts and Crafts

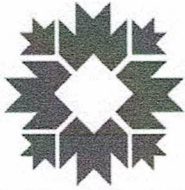
Petitioner/Representative: Brenden King/4th Street Arts Festival

Staff Representative: Holly Warren

Meeting Date: March 26, 2024

Planners for the 4th Street Festival of the Arts and Crafts wish to request the closure of Fourth Street from Indiana to Lincoln, Grant Street between Kirkwood and the Alley south of Café Bali (210 S. Grant), and Dunn Street between Kirkwood and the Alley South of Crystal Moon Body Arts (208 S. Dunn) Friday, August 30th through Sunday, September 1st for this year's 47th annual festival which will be August 31, 2024 – September 1, 2024. The Petitioner has requested that the closure begin Friday, August 30, 2024 at 8am to allow time for artists to set up booths and teardown will be complete by 9 pm on Sunday, September 1, 2024.

The 4th Street Festival of the Arts and Crafts is the single largest arts event in the city with tens of thousands of attendees. This festival serves as the opening act to the fall arts and cultural season in Bloomington and brings many visitors downtown to patronize restaurants and retail. Insurance will also be provided. A noise waiver application has been included as well as the Waste & Recycling Management Plan.



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:	Brenden King		
Contact Phone:	765 490 1714	Mobile Phone:	765-490-1714
Title/Position:	Director		
Organization:	4th Street Festival of the Arts + Crafts		
Address:	PO Box 1257		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	4th.street.festival@gmail.com		
Organization E-Mail and URL:	4th street.org		
Org Phone No:	812-575-0484	Fax No:	N/A

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

Organization Name:	N/A		
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 checked="" type="checkbox"/> Festival <input 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:	Aug 31 st + Sept 1 st , 2024	
Time of Event:	Date: Aug 31 st Start: 10 AM	Date: Sept 1 st End: 5 pm
Setup/Teardown time Needed	Date: Aug 30 th Start: 8 AM	Date: Sept 1 st End: 9 pm
Calendar Day of Week:	Friday setup Sat-Sun Festival	
Description of Event:	Annual Bloomington tradition since 1977. We are one of the largest art events in Bloomington. We often draw crowds of over 30,000 people. It attracts thousands to the downtown area. This influx of art enthusiasts brings business to local artists as well as shops, restaurants, + hotels in Bloomington.	
Expected Number of Participants:	150 Festival workers 30,000 patrons	Expected # of vehicles (Use of Parking Spaces to close): ?

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"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<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"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

5. 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"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<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"/>	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)

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified 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 The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

7. CHECKLIST

<input checked="" type="checkbox"/>	Determine type of Event
<input checked="" type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input checked="" type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input checked="" type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable) <input checked="" type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input checked="" 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)
<input checked="" type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



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

Event and Noise Information

Name of Event:	4 th Streets Arts		
Location of Event:	4 th street between Lincoln + Indiana Ave Grant St between ^{Kirkman} 3 rd St		
Date of Event:	Aug 31 st + Sept 1 st	Time of Event:	Start: 10AM
Calendar Day of Week:	Saturday + Sunday		End: 6PM
Description of Event:	Music tent playing amplified music Spoken word w/ Amplified poetry		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: 4 th St is a 501C4	

Applicant Information

Name:	Brenden King		
Organization:	4 th St Committee	Title:	Director
Physical Address:	N/A		
Email Address:	4 th streets festival @ gmail.com	Phone Number:	765 490 1714
Signature:		Date:	2/26/24

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2024

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Ellen Barrow PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: ellenb@figprotects.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Fourth Street Festival Corp. P.O. Box 1257 Bloomington IN 47402	INSURER A: Cincinnati Insurance Co NAIC # 10677	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2422619016 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0057245	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired And Non-Owned \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0057245	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured with regard to General Liability as required by written agreement.

CERTIFICATE HOLDER City of Bloomington 401 N Morton St Ste 130 Bloomington IN 47402	CANCELLATION 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
---	---

Waste and Recycling Management Plan Template

Event name: 4th Street Art Festival
 Number of expected attendees: 40K
 Number of food vendors: 8
 Number of other vendors: 125 artists

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

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

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

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

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

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

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

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

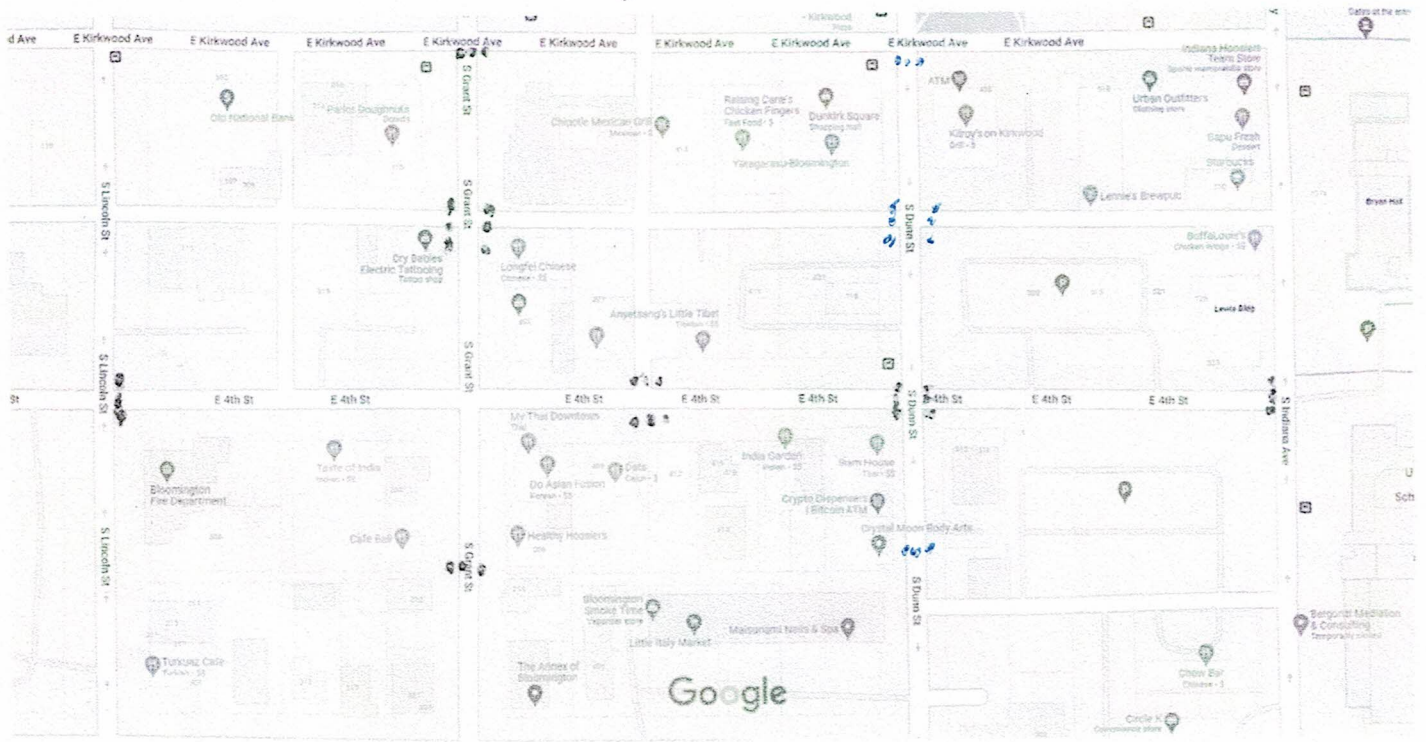
Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

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

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

Google Maps

Barricade placement



Map data ©2023 Google 50 ft

--- water barricade

Traffic Plan



Map data ©2023 Google 50 ft

↑ - traffic flow
--- water barricades

Example

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for 4th St Festival Of The Arts And Crafts

The Board of Public Works meeting to hear this request will be _____, 2023. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 P.m.

The proposal for 4th Festival Of The Arts And Crafts will be on file and may be examined in the Public Works office on the Friday (XX/XX/2024) prior to the Tuesday (XX/XX/2024) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. 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:

Brenden King

DATE: XX/XX/2024

EMERGENCY ACTION PLAN: FOURTH STREET FESTIVAL

- I. Purpose
- II. General Procedures III.
Emergency Alarms IV.

Evacuation Sites

- V. Procedure for Emergency Shutdown of Operations
- VI. Conditions Warranting Shutdown of Operations

I. Purpose

The Purpose of the Emergency Action Plan is to protect all participants within the event area from serious injury, property loss, or loss of life in the event of a major disaster. Potential major disasters include: tornado, thunderstorms, fire, flooding, earthquake, bomb threat, hazardous chemical spill or civil violence.

IF AN EMERGENCY EXISTS, CALL 911

II. General Procedures

In the event of a disaster, the warning may come from any one of the following sources: Commercial radio or television, civil defense warning sirens, Bloomington Police Department or Bloomington Fire Department.

1. Notification of Emergency Warning

Any person receiving notification of a possible disaster should notify the Bloomington Police Department, Bloomington Fire Department or Event organizers: (Brenden King (information booth, 765-490-1714), Juliet Roberts (information booth, 812-345-1531)

2. Emergency Control Committee

Event organizers Brenden King and Juliet Roberts are the **Emergency Committee** that assesses the severity of the situation.

- a. Bloomington Police Department has ultimate control of any emergency.
- b. Continue the evacuation while in contact with Bloomington Police Department and Show Block Captains.
- c. Assess conditions to continue evacuation

3. First Aid Services

- a. First Aid Kit located at the info booth (corner of 4th and Grant)
- b. For additional first aid response, anyone may call 911

4. Missing Children

- a. Missing children and parents should go to the information booth located at 4th and Grant Streets.

5. Event Resumption

- a. Show organizers will walk the event and disseminate information

III. Emergency Alarms

Area evacuation will be announced by the Bloomington Police Department or Bloomington Fire Department or civic warning sirens followed by announcements from the show organizers.

IV. Evacuation Sites

A list of evacuation sites shall be posted at the information booth at the corner of 4th and Grant Streets and at your Block Captain's booth.

These sites will include:

Monroe County Public Library, 303 East Kirkwood Ave 812-349-3050

Any available structurally secure building nearby

V. Procedure for Emergency Shutdown of Operations

An emergency shutdown of operations will be ordered by the Bloomington Police Department or Bloomington Fire Department or Brenden King/Juliet Roberts

VI. Conditions Warranting Shutdown of Operations

- Lightning if sited close
- Wind if too much for tents
- Tornado
- Earthquake
- Fire
- Civil Disturbance
- Bomb Threat
- Hazardous Chemical Spill
- Any other condition deemed necessary by the Bloomington Police

CALL 911

Summary:

IF YOU SEE PROBABLE CAUSE TO CEASE OPERATIONS, CONTACT BRENDEN KING 765-490-174 OR JULIET ROBERTS 812-345-1531 OR THE BLOOMINGTON POLICE DEPARTMENT 812-339-4477.

IF ANY EMERGENCY EXISTS, CALL 911

02/26/2024

4th St Waste & Recycling Management Plan

Designated waste and recycling manager: Brenden King

Event Map: Map and photos attached

Targeted Waste:

Food Waste/containers, plastic beverage bottles and cans, mixed paper - trash barrels

Collection and hauling system:

Pre-festival Friday

Engineering dept. will lend sanitation 2 barricades.

Early morning, sanitation will barricade 2 parking spaces in the NW corner of City Lot #1 at 4th and Dunn. (behind Falafel) 20 trash barrels and 10 recycling units will be delivered.

Friday evening, barrels will be placed across festival site

Festival Saturday

During festival hours volunteers will circulate and collect bags and place bags in barricaded area.

Festival Sunday

By 10am sanitation will pick up bags collected from Saturday.

Sunday's bags will go into barricaded area.

As festival ends at 5pm, all cans to be returned to barricaded area by Robert Chambers.

Final site walk performed about 7pm by Susan Hingle, Board President and Brenden King Executive Director. Any additional pickup needed is done.

Monday after festival

Early morning, sanitation will collect all bags, barrels, and recycling units from barricaded area and return barricades to engineering.

Site visit by Susan Hingle and Brenden King to make sure no evidence of the festival is visible.

Vendor and volunteer education and training:

All volunteers are given an overview of where trash containers are and they are typically all over the site and thus, are able to direct patrons if needed. Waste is greatly minimized by having CBI-J on site at the fire station with their water stand.

Materials and supplies:

Sanitation provides us with all barrels and recycling containers. All containers are labeled trash. 4th Street buys several cases of large bags annually to replace bags throughout the weekend.

Designation of duties:

Brenden King works with the sanitation dept and 4th St volunteer coordinator to implement the plan.

Art Depiction:

Art of varying mediums and sizes will be sold by vendors at individual booths. Vendor booths containing said art, will be located along Fourth St and Grant St in our designated footprint. All art sold by vendors will be contained in the vendor's ten by ten square foot booth.

**BOARD OF PUBLIC WORKS
RESOLUTION 2024-011**

**47TH STREET FESTIVAL OF THE ARTS AND
CRAFTS**

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

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, 4th Street Arts Festival, is desirous of using Fourth Street from Indiana to Lincoln, Grant Street between Kirkwood and the Alley south of Café Bali (210 S. Grant), and Dunn Street between Kirkwood and the Alley South of Crystal Moon Body Arts (208 S. Dunn) to host the 47th Annual 4th Street Festival of the Arts and Crafts; and

WHEREAS, 4th Street Arts Festival has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 8:00 am on Friday, August 30, 2024, until 9 pm on Sunday, September 01, 2024, so that the 4th Street Festival, Inc., can have control over the streets for the purposes of providing an outdoor art show of high quality that is mutually beneficial to the artists and the community; and

WHEREAS, 4th Street Festival, Inc., 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:

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 declares Fourth Street from Indiana to Lincoln, Grant Street between Kirkwood and the Alley south of Café Bali (210 S. Grant), and Dunn Street between Kirkwood and the Alley South of Crystal Moon Body Arts (208 S. Dunn) will be temporarily closed to traffic and parking from Friday, August 30th through Sunday, September 1st for this year's 47th annual festival, which will be August 31, 2024 – September 1, 2024.

3. The street closures outlined above are for the purposes of allowing the 4th Street Arts Festival to provide an outdoor art show of high quality that is mutually beneficial to the artists and the community on Saturday, August 31st and Sunday, September 1st, 2024.
4. The artists, performers, craftsperson and vendors who have not received explicit authorization from the 4th Street Arts Festival or their representatives or agents, to participate in the 4th Street Festival of the Arts and Crafts, shall not be permitted to utilize the closed off portions of the streets or sidewalks outlined above for the purposes of performing, displaying, producing or selling items or goods.
5. 4th Street Arts Festival shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
6. 4th Street Festival Arts shall be responsible for placement and removal of barricades. 4th Street Arts Festival is responsible for contacting the City's Engineering Department for instructions on the type of and placement of said barricades. 4th Street Festival Arts agrees to obtain at its own expense and place barricades to close the streets, not before 8am on Friday, August 30, 2024 and to remove barricades by 9 p.m. on Sunday, September 1, 2024.
7. 4th Street Arts Festival 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 "No Parking" signs posted as part of the event. Cleanup shall be completed by 9 p.m. on Sunday, September 1st, 2024.
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 the event.
9. 4th Street Arts Festival shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. 4th Street Arts Festival shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the 4th Street Festival of the Arts and Crafts, a copy of which 4th Street Arts Festival agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of the 4th Street Festival of the Arts and Crafts;

11. In consideration for the use of the City’s property and to the fullest extent permitted by law, 4th Street Arts Festival 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. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 26th DAY OF MARCH, 2024.

BOARD OF PUBLIC WORKS:

4TH Street Arts Festival

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Date



Board of Public Works Staff Report

Project/Event: International Festival

Petitioner/Representative: Bloomington Parks and Recreation Dept.

Staff Representative: April Rosenberger

Meeting Date: March 26, 2024

Event Date: Sunday, April 28, 2024

The International Festival promotes cultural awareness, encourages cross-cultural engagement, and celebrates the diverse backgrounds of the residents of our community.

Community Groups and Artists will have booth space where they can sell their art and/or educate the community on their culture. Entertainment will be also be provided from a variety of groups and performers.

Booth space will be free to participants and the event will be free of charge as well. The International Festival will be held on Sunday, April 28, 2024 from 1 pm – 4 pm. A Noise Permit is also requested.



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:	Leslie Brinson		
Contact Phone:	812-349-3715	Mobile Phone:	812-272-4569
Title/Position:	Recreation Services General Manager		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N. Morton, Suite 250		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	brinsonl@bloomington.in.gov		
Organization E-Mail and URL:	www.bloomington.in.gov/parks		
Org Phone No:	812-349-3700	Fax No:	

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

Organization Name:	Community and Family Resources Department		
Address:			
City, State, Zip:			
Contact E-Mail Address:	mosss@bloomington.in.gov		
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 checked="" type="checkbox"/> Festival <input 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:	Sunday, April 28, 2024		
Time of Event:	Date: 4/28	Start: 1:00pm	Date: 4/28 End: 4:00pm
Setup/Teardown time Needed	Date: 4/28	Start: 10:00am	Date: 4/28 End: 6:00pm
Calendar Day of Week:	Sunday		
Description of Event:	<p>An engaging event that unites individuals from diverse parts of the globe by showcasing distinct cultures, traditions, and talents. A memorable occasion brimming with music, dance, art, culinary delights and so much more.</p> <p>Booths will be assigned to parking spaces along 4th Street between Grant and Dunn Street as well as in the Dunkirk Square Parking Lot.</p> <p>Booths will be assigned to parking spaces along 4th Street between College and Walnut. Booths will include community organizations and artists. There will be a food truck area and entertainment area.</p> <p>Booth spaces are free and attendance is free as well.</p>		
Expected Number of Participants:	800	Expected # of vehicles (Use of Parking Spaces to close): all spaces in closed area	

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"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<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"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

5. 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"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<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"/>	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)

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified 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 The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<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"/>	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. DEADLINE: To Public Works no later than five days before 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)

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<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)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



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

Event and Noise Information

Name of Event:	International Festival		
Location of Event:	4th Street between College and Walnut Dunn and Grant and the Dunn Street Parking Lot		
Date of Event:	April 28, 2024	Time of Event:	Start: 1:00pm
Calendar Day of Week:	Sunday		End: 4:00pm
Description of Event:	An engaging event that unites individuals from diverse parts of the globe by showcasing distinct cultures, traditions, and talents. A memorable occasion brimming with music, dance, art, culinary delights and so much more.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Leslie Brinson		
Organization:	City of Bloomington Parks and Recreation	Title:	Recreation Services General Manager
Physical Address:	401 N. Morton, Suite 250		
Email Address:	brinsonl@bloomington.in.gov	Phone Number:	812-349-3715
Signature:	<i>Leslie Brinson</i>	Date:	2/16/2024

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	Secretary

Waste and Recycling Management Plan Template

Event name: International Festival
 Number of expected attendees: 800
 Number of food vendors: 3-5
 Number of other vendors: 15-30

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan. Bill Ream will work with City services to get additional trash and recycling services

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

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

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

Type of waste	Collection plan
<Containers>* 3-6	<Recycling, composting, etc.> 2-4
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

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

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

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

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

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

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



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 _____.

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. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

Petitioner:

Date:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Engineering	(812) 349-3913
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	226 S. College Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	5850 Foster Curry Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



CITY OF BLOOMINGTON

City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington’s culture, community, and economy.

- I. Definitions. The following definitions shall apply throughout this policy.
 - A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
 - B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
 - C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
 - D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space “between the curbs.”
 - E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

- F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.
- II. Performative Art. This policy does not apply to Performative Art.¹
- III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington’s right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.
 - A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request’s compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
 - B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
 - C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
 - D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.
 - IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.
 - A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City’s parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.
- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.
 - B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
 - C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
 - D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
 - E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
 - F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
 - G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
 - H. Materials used must be approved by the City's Engineering Department.

- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.
- VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City’s right of way using a program or procedure other than those listed below will not be considered.
- A. Neighborhood Improvement Grant Program
 1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)² and are attached for reference.
 - B. Special Event Permit
 1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. A special event application may be accessed [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>



Trash

Recycling

P3

P2

P1

P4

P5

P6A

P6

P7

Bathrooms

S8

S7

S6

S5

S4

S3

S2

S1

Info Tent

S9

S10

S11

S12

S13

S14

S15

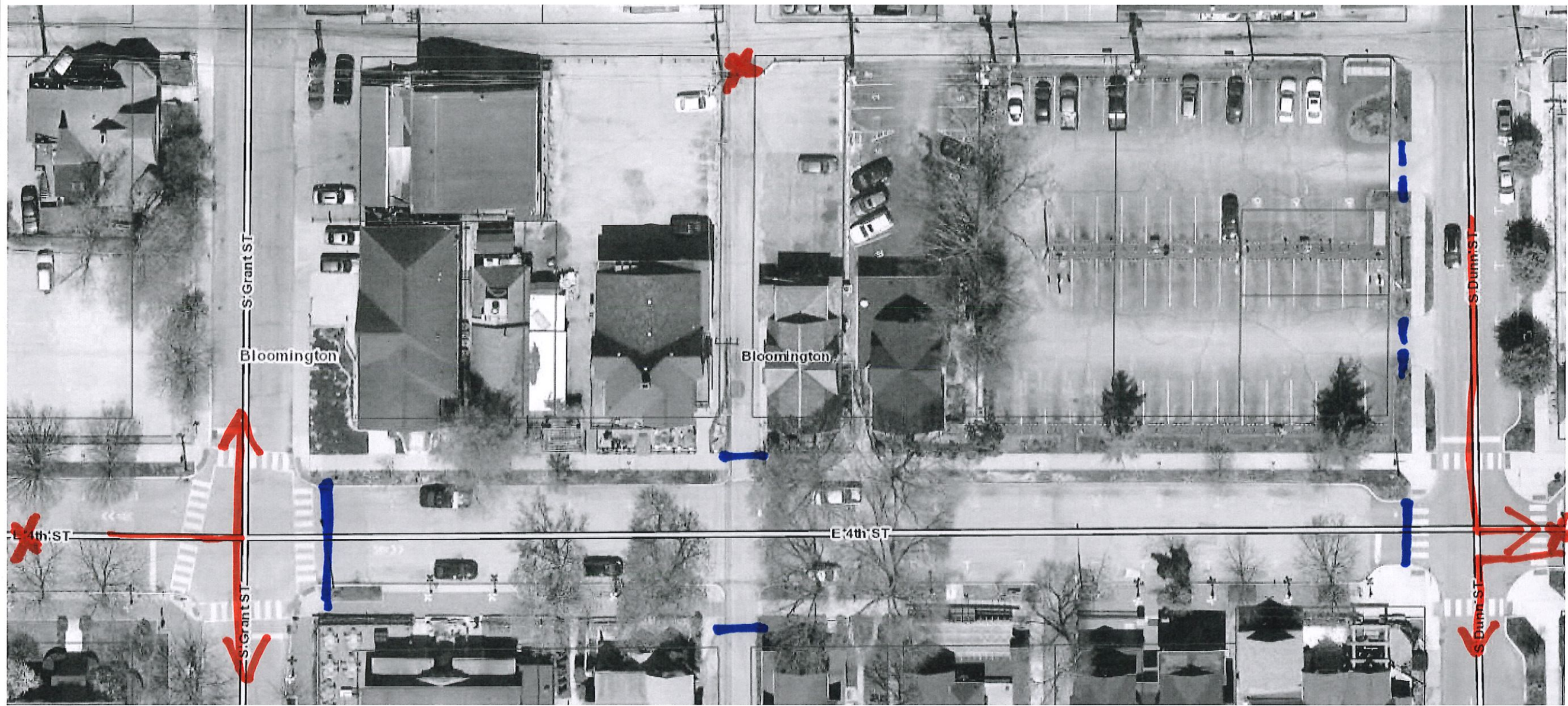
S16

E 4th ST

Perf. Area

Bloomington

ington



X Road Closed Ahead

| Barricades

**BOARD OF PUBLIC WORKS
RESOLUTION 2024-12**

INTERNATIONAL FESTIVAL

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

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Bloomington Parks and Recreation Department; and

WHEREAS, Bloomington Parks and Recreation Department is desirous of using 4th street between Dunn and Grant Streets, and the Dunkirk Square Parking Lot to sponsor the International Festival, on Sunday, April 28, 2024 from 10:00 a.m. through 6:00 p.m.; which includes set-up and tear-down time; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Fourth Street will be closed between Dunn and Grant Street beginning at 10:00 a.m. on April 28, 2024 until 6:00 p.m. on April 28, 2024.
2. Bloomington Parks and Recreation Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Bloomington Parks and Recreation Department shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Parks and Rec shall obtain and place 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. Bloomington Parks and Recreation Department shall not close the streets until 10:00 a.m. on Sunday, April 28, 2024 and to remove barricades and signage by 6:00 p.m. on Sunday, April 28, 2024.
4. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Sunday, April 28, 2024.
5. 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.

6. Bloomington Parks and Recreation Department 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.
7. _____, 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 26th DAY OF MARCH, 2024.

BOARD OF PUBLIC WORKS:

ATTEST:

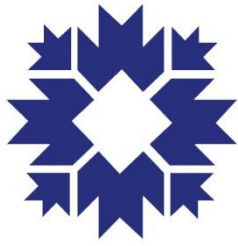
Kyla Cox Deckard, President

Leslie Brinson
Parks and Recreation Department

Elizabeth Karon, Vice-President

Date

James Roach, Secretary



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

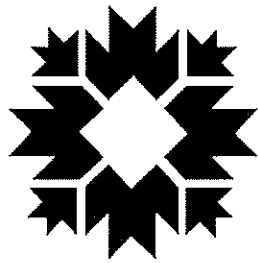
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2024-13
Petitioner/Representative: Crystal Cooper, Owner of Los Reyes, Inc d/b/a Reyes Tacos
Staff Representative: Susan Coates
Meeting Date: 03/26/2024

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

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Los Reyes, Inc d/b/a Reyes Tacos
License Type	Mobile Vendor License
Contact	Crystal Cooper
Phone	812-327-0832 or 812-327-4301
Email	ccooper@bluemarble.net
BPW Resolution No (if applicable)	2024-13
Issue Date of License	4/1/2024
Expiration Date of License	4/1/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	4/1/2025
Department Head	Holly Warren
Record Destruction Date	4/1/2028
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: 9/12/2023 9/21/24
Reyes TACOS



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name: Crystal Cooper
Title/Position: President
Date of Birth: 1/31/1978
Address: 2905 Morgan trail
City, State, Zip: Martinsville In 46151
E-Mail Address: ccooper@blue.marble.net
Phone Number: 812-327-0832 Mobile Phone: 812-327-0832

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

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

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

- 812 327 4301 - CARLOS REYES

4. Company Information

Name of Employer:	LOS Reyes			
Address of Employer:	10 N main Street +			
City, State, Zip:	Martinsville	Indiana	46157	
Employment Start Date:	End Date (If known):			
Phone Number:	8 765-352-1727			
Website / Email:				
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation S Corp	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address
Crystal Cooper	2905 Morgan trail Martinsville In 46157

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

Date of Incorporation or organization:	1/10/2006
State of Incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:

11am - 3am

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

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

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

Yes

No

(If Yes) Provide details

Los Reyes, Inc.

D/BA Reyes Tacos

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

- A copy of the registration for the vehicle
- Copy of a valid driver's license > BAD COPY
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business
- Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer Identification Number (EIN) (see Retail Ltd)
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required)
- Picture of truck or trailer
- Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

EXP
LO
HO

expired

ESP

For City Of Bloomington Use Only
Received in ESD

Date Received: SEP 18 2023

Received By:

[Signature]

Date Approved:

[Signature]

Approved By:

3/21/24

re-checked 3/21/24



State Form 46099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		03/15/2024	01/02/2023	55 - MORGAN	R	24	TR260LRA	GP	9	23	N	GP	TR260LRA
EXPIRATION DATE	MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR		
3/28/2025	NONE OF THE ABOVE			2023	HM	HM8	3GJ2FE1H6PM000500			TR	BLU/ONG		
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	8.00	0.00	0.00	8.00	20.00	0.00	25.35	0.00	53.35				
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE													
GENERAL TRAILER NEW FORMAT 9,000													

CRYSTAL JEAN COOPER
2905 MORGAN TRL
MARTINSVILLE, IN 46151-6767

**C
RY**

IMPORTANT REGISTRATION INFORMATION

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



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 16	AGE 3	ISSUE DATE 03/15/2024	PUR DATE 07/23/2021	COUNTY 55 - MORGAN	TP R	PL YR 24	PLATE TK984ODH	PL TP GT	WEIGHT 11	PR YR 23	LS N	TYPE GT	PRIOR YR PL TK984ODH
EXPIRATION DATE 3/28/2025		MUNICIPALITY NONE OF THE ABOVE		VEHICLE YEAR 2021	MAKE TOY	MODEL TUN	VEHICLE IDENTIFICATION NUMBER 5TFHY5F13MX030289			TYPE TK	COLOR BLK/		
CURRENT YEAR TAX	VEH EX TAX 306.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 306.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 376.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

CRYSTAL JEAN COOPER
2905 MORGAN TRL
MARTINSVILLE, IN 46151-6767

**C
RY**

IMPORTANT REGISTRATION INFORMATION

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



STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: CRYSTAL JEAN COOPER
DOB: 01/03/1978
STATUS: VALID as of 09/12/2023
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 12th of September, 2023.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 09/12/2023 6:54 am

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

CRYSTAL JEAN COOPER
2905 MORGAN TRL
MARTINSVILLE, IN 46151-6767

License number: 1110-06-0314
License type: DRIVERS
License expires: 01/03/2025
License status: VALID
SR22: Not needed

Birth date: 01/03/1978 Gender: FEMALE Current points: 0
Social Security #:

Physical Description: Height: 5'2" Weight: 200lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Continued on Next Page

DOB: 01/03/1978

Driver number: 1110-06-0314 CRYSTAL JEAN COOPER

Convictions -- (* Indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
09/10/2018	0	SEAT BELT VIOLATION	08/27/2018	MARTINSVILLE CITY / 55H011809IF001716			No	No
03/30/2005	2	SPEEDING 65/55	03/17/2005	MONROE CIRCUIT #6 / 53C060503IF03238			No	No
12/26/2000	0	SEAT BELT VIOLATION	12/08/2000	MONROE CIRCUIT #6 / 53C080012IF16245			No	No
08/04/1997	4	SPEEDING 75/55	07/06/1997	MOORESVILLE TOWN / 55I019707IF1972			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	01/22/2019	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
15	10/10/2017	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
13	03/28/2009	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429
12	03/11/2003	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429
10	05/14/1999	2353 WINSLOW CT	BLOOMINGTON	IN	47401
9	08/22/2002	2353 WINSLOW CT	BLOOMINGTON	IN	47401
8	01/08/1999	PO BOX 240	BLOOMINGTON	IN	47402
7	01/12/1999	5466 W WOODLAND RD	ELLETTSVILLE	IN	47429
6	11/19/1997	1255 N MAPLE	BLOOMINGTON	IN	47404
5	12/18/1997	1255 N MAPLE	BLOOMINGTON	IN	47404
4	09/05/1996	100 E MILLER DR 80	BLOOMINGTON	IN	47401
3	09/05/1996	100 E MILLER DR 80	BLOOMINGTON	IN	47401
2	05/30/1996	100 E MILLER DR APT 80	BLOOMINGTON	IN	47401

Continued on Next Page

DOB: 01/03/1978

Driver number: 1110-06-0314 CRYSTAL JEAN COOPER

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	01/22/2019	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
14	10/10/2017	512 TULIP TREE CT	ELLETTSVILLE	IN	47429-1042
11	03/11/2003	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429

Credential Issuance

Interim Credential Issue Date: 1/22/2019, Expiration Date: 2/21/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 13889428

Issue Date: 01/22/2019, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2025

Issue Date: 05/15/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2019

Issue Date: 02/21/2007, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2013

Issue Date: 03/11/2003, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2007

Issue Date: 08/22/2002, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2007

Issue Date: 12/22/1999, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 05/14/1999, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 01/12/1999, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 01/08/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 12/18/1997, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/1999

Issue Date: 11/19/1997, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/1999

Issue Date: 09/05/1996, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/31/1999

Issue Date: 05/30/1996, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/31/1999

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

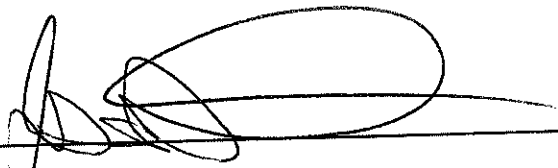
COMPANY PERFORMING INSPECTION Bob's Car Care
 INSPECTOR'S NAME Jason Daniel INSPECTOR'S PHONE # 765-342-6385
 DATE OF INSPECTION 3/21/24
 TAXICAB COMPANY _____
^{Trailer} VEHICLE YEAR 2023 MAKE Hallmark MODEL HMS

VIN 3GJ2FE1H6PM000500
Truck 2021 Toyota Tundra VIN # 5TFH15F13MX030287

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	N/A	Truck Seat Belts Good
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	_____
BRAKES	✓	_____	_____
DOORS	✓	_____	Great Shape, Well Taken Care Of
GENERAL CONDITION OF VEHICLE	✓	_____	_____

Attach this completed Inspection Sheet with your permit or renewal application
 and remit to:
 City of Bloomington
 Department of Economic and Sustainable Development
 401 N. Morton St.
 Bloomington, Indiana 47404
 812-349-3419

Additional Comments by Inspector: Inspected Both Truck &
Trailer, Both Units Passed Inspection Found No
Problems at this Time

Inspector Signature 

Date: 3/21/24

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2024 17:34

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

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

PRODUCER Guy Agency 1330 S Josephine St Martinsville, IN 46151	CONTACT NAME: PHONE (A/C No, Ext): (765) 342-7950 E-MAIL ADDRESS: Billy.Guy@infarmbureau.com FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE INSURER A: United Farm Family Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 CHUBBIES BURRITOS, INC.
 2905 MORGAN TRL
 MARTINSVILLE, IN 46151-6767

Reyes Insured under Chubbies

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP8241106	02/28/2024	02/28/2025	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 8343287	02/28/2024	02/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CITY OF BLOOMINGTON 401 NORTH MORTON STREET BLOOMINGTON, IN 47404	CANCELLATION 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 Guy Agency
--	--

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Crystal Cooper
Name, Printed

Crystal Cooper
Signature

9/12/2023
Date Release Signed

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
03/21/2024 02:57 PM

Business Details

Business Name: **LOS REYES, INC.** Business ID: **2006011000358**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **01/10/2006** Inactive Date:
Principal Office Address: **2905 Morgan Trail, Martinsville, IN, 46151, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **01/31/2026**
Years Due:

Governing Person Information

Title	Name	Address
Secretary	CRYSTAL COOPER	512 TULIP TREE COURT, ELLETTSVILLE, IN, 47429, USA
President	Crystal Cooper	2905 Morgan Trails, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trl, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trail, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trail, Martinsville, IN, 46151, USA

Incorporators Information

Name	Title	Address
CRAIG BENSON	Incorporator	P.O. BOX 5577, BLOOMINGTON, IN, 47407 - 5577, USA

Registered Agent Information

Type: **Individual**
Name: **CRYSTAL COOPER**
Address: **2905 Morgan Trail , Bethany, IN, 46151, USA**

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Los Reyes / Crystal Coop

Signature: [Handwritten Signature]

Date: 9/12/2023

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

Vendor:

Name: Los Rios / Crystal Coors

Signature: Crystal Coors

Date: 9/12/2023

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 09/12/2023

Business Name: Reyes Tacos

Address: 2905 MORGAN TRL
Martinsville, IN 46151

Phone:

The following permit has been issued:

Permit No. 2023254

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/08/2023

Effective Date: 09/08/2024

Expiration Date: 09/08/2024

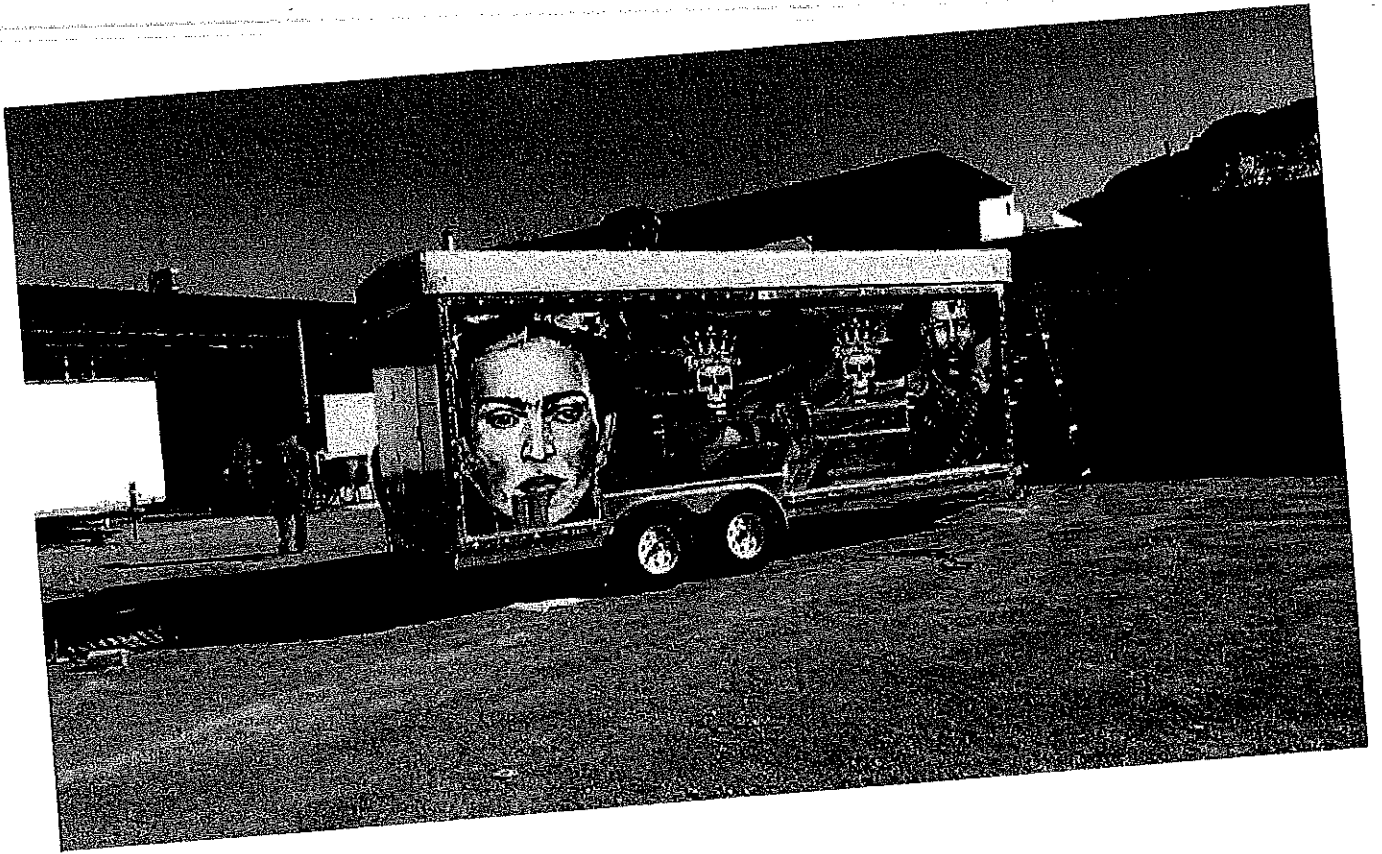
It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington for more information.

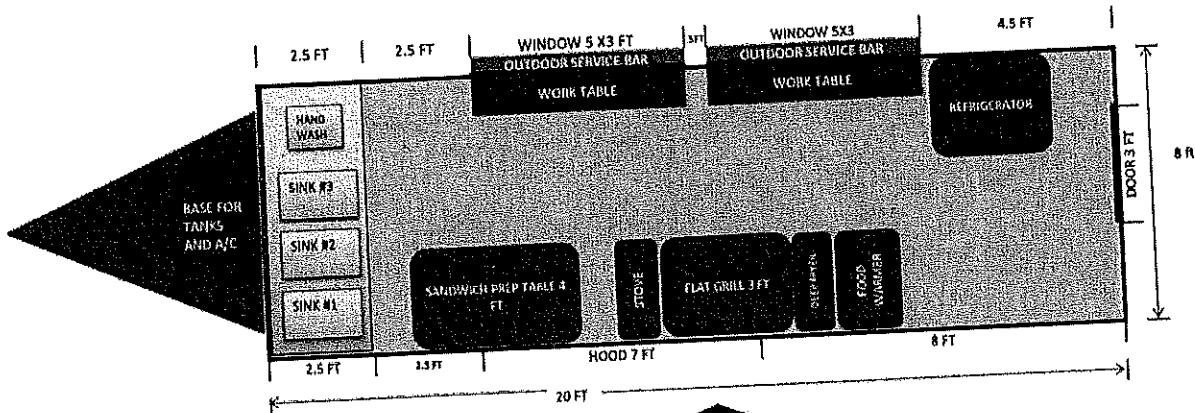
Jeff Yutmeyer

09/08/2023

Inspector: Jeff Yutmeyer

Date





COLOR: _____
 SIZE: 8 X 20 FT
 CLIENT: CARLOS REYES



Diego Olivas
 sales representative

Monroe County Health Department
Environmental Division
119 W. 7th Street
Bloomington, IN 47404
Phone: 812-349-2542
Health Officer: Dr. Clark Brittain DO

Transaction Date: 3/21/2024

Receipt Num.: 46346
Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurences	Fee Amount
Food Service License, Mobile	FSL-24-88 Reyes Tacos	Charge		1.00	\$150.00
Total Received					\$150.00
Received From: Reyes Tacos					

Comments: KH

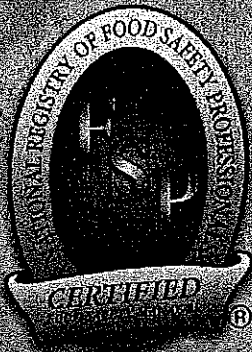
Services Provided on: 3/21/2024

Entered by: Kathy Hertz

Thank You

*Certificate
Renewal will
be mailed.*

*Crystal Cooper
Reyes TACOS.. FOOD TRUCK*



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

CRYSTAL J COOPER

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER

**UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS**

PRESIDENT

[Signature]
LAWRENCE J. LYNCH, CAE

ISSUE DATE: JULY 19, 2021
EXPIRATION DATE: JULY 19, 2026
CERTIFICATE No: 21761063
TEST FORM: EXE93

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



6751 Forum Drive, Suite 220, Orlando, FL 32821
P: (800) 446-0257 F: (407) 352-1603 www.NRFSPro.com
National Registry of Food Safety Professionals

MORGAN COUNTY HEALTH DEPARTMENT
180 S. MAIN ST. RT. 1E
MARTINSVILLE, INDIANA 46151
317-266-2111

MOBILE UNIT / CATERER PERMIT

PERMIT VALID FOR 2023 ONLY

Type of Establishment: Mobile Unit / Caterer
Owner: Crystal Cooper
Name of Establishment: Reyes Tacos
Address: Morgan County

THIS PERMIT IS ISSUED BY THE HEALTH DEPARTMENT OF MORGAN COUNTY, INDIANA
ACCORDING TO THE HEALTH DEPARTMENT OF MORGAN COUNTY, INDIANA FOOD ESTABLISHMENT ORDINANCE
NO. 4-3-B AS ESTABLISHED NOVEMBER 4, 2013.

REVOCATION OF PERMIT: Permit may be revoked by the Health Department upon the violation by the holder of any of the terms of the above mentioned ordinance.
TRANSFER OF PERMIT: A permit issued under this ordinance is not transferable.

23-1668

SEAL

Expires December 31 Issuing Year

[Signature]
Health Officer
Date Issued: March 16, 2023
[Signature]
Environmental Health Specialist



REGISTERED RETAIL MERCHANT CERTIFICATE

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

LOS REYES INCORPORATED
10 N MAIN ST
MARTINSVILLE IN 46151-1415

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



LOS REYES INCORPORATED
10 N MAIN ST
MARTINSVILLE IN 46151-1415

FEIN	20-4080376
LOC ID	0123032733-001
ISSUED	January 03, 2022
EXPIRES	January 31, 2024

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

Robert J. Guenner

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

Reyes Taco
Crystal Cooper
10 N Main Street
Martinsville, IN 46151

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



Issued:

8/21/2023

By


Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE PERMIT EXPIRES FEBRUARY 29, 2024

RESOLUTION 2024-13
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Los Reyes, Inc d/b/a Reyes Tacos

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

WHEREAS, Los Reyes, Inc d/b/a Reyes Tacos (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 4/1/2024, and ending on 4/1/2025.
2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 26th DAY OF MARCH 2024.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-13 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Crystal Cooper

Date: _____



Board of Public Works

Staff Report

Project/Event: Hill's Pet Nutrition Sales Shelter Agreement

Petitioner/Representative:

Staff Representative: Virgil Sauder, Director Animal Care and Control

Date: 3/18/24

Report:

Providing both consistent and quality nutrition for cats and dogs is essential to animal shelter best practices. Since 2013 we have met this need through participation in the Hill's Food, Shelter & Love program. The agreement is up for renewal.

This program allows food to be shipped to the Animal Shelter at a highly discounted price (74% for cat food and 56% for dog food). In addition the program provides sample bags of food for adopters to get started with their new pet. In exchange, adopter's names and email addresses are provided to Hill's Pet. Adopters are able to choose to opt out of the program.

The vendor, and specifically this program, is utilized by many Animal Shelters across the country. It continues to be the most affordable source of dog and cat food that allows for a consistent diet. In 2022 the program saved the City \$26,580.63 in savings over the listed price. No other vendors currently provide the convenience and cost savings that this program provides.

This is an annual agreement that auto renews for two years.

City of Bloomington Contract and Purchase Justification Form

Vendor: Hill's Pet Nutrition

Contract Amount: \$ 9,000

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

PURCHASE INFORMATION

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

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

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

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

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

The vendor, and specifically this program, is utilized by many Animal Shelters across the country. It continues to be the most affordable source of dog and cat food that allows for a consistent diet. In 2022 the program saved the City \$26,580.63 in savings over the listed price. There are several other food brands that have a cheaper cost than the list price for Hill's Brand food, but none that are cheaper when the program savings are applied. The alternatives would also increase staff time to pick up from retailers or cost additional delivery fees.

Virgil E Sauder

Director Animal Care & Con

Public Works

Print/Type Name

Print/Type Title

Department



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase
- Equipment Compatibility
- GSA Special Pricing
- No response to RFQ/ITB
- Licensing Agreement
- Governmental Discount
- Single/Sole Source
- Impair City Operations

Email this Request Form to Jessica McClellan: jessica.mcclellan@bloomington.in.gov

- 1) Request Date 3/11/24
- 2) Requestor Name Virgil Sauder
 Department Public Works - Animal Care and Control Division
 Telephone and E-mail x3870, sauderv@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 9,000 (not to exceed amount)
 Recommended Vendor Hill's Pet
 Budget Line 101-01-010000-52210
- 4) Enter item description: Dog and Cat dry kibble

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Since 2013 we have participated in the Hill's Food, Shelter & Love program. This program allows food to be shipped to the Animal Shelter at a highly discounted price (74% for cat food and 56% for dog food). In addition the program provides sample bags of food for adopters to get started with their new pet. The agreement for purchase is up for renewal. The consistency of quality and sourcing of food over the past years, along with the cost savings, make this an unique vendor.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

Dog and Cat kibble will be shipped to the shelter on a weekly basis at a highly discounted rate (74% off listed price for cat and 56% for dog).

Detail the research performed to determine this purchase method is the best solution for the city.

In 2016 we did an analysis of options for obtaining a consistent diet for our shelter cats and dogs. There were no options locally or nationally that met this program. Reviewed other vendors again and there are no similar programs available with these cost savings and food of this quality.

Describe why this vendor and solution was chosen.

The vendor, and specifically this program, is utilized by many Animal Shelters across the country. It continues to be the most affordable source of dog and cat food that allows for a consistent diet. In 2022 the program saved the City \$26,580.63 in savings over the listed price. There are several other food brands that have a cheaper cost than the list price for Hill's Brand food, but none that are cheaper when the program savings are applied. The alternatives would also increase staff time to pick up from retailers or cost additional delivery fees.

REVIEWED
By Julie Martindale Long at 10:39 am, Mar 13, 2024

Approved By:

Jessica McClellan
Controller

Date

Department Head

3-12-24

Date

SHELTER AGREEMENT

THIS AGREEMENT is made and entered into the 26th day of March, 2024 (the “Effective Date”), by and between **HILL’S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Avenue, Topeka, Kansas 66603 (“Hill’s”), and **CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT - ANIMAL CARE & CONTROL DIVISION**, with its principal place of business located at 3410 S WALNUT ST, BLOOMINGTON, IN 47401-7383 (“Shelter”).

WHEREAS, Hill’s and the Shelter desire to enter into an arrangement whereby Hill’s provides and/or makes available select Hill’s brand pet food, under specified terms set forth in **Appendix B** (hereafter “Shelter Food”), for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter’s foster programs that are not yet adopted (hereafter “Pets”), in exchange for the Shelter:

- (i) exclusively feeding Hill’s brand pet food to Pets; and
- (ii) actively displaying and communicating Hill’s Food, Shelter & Love partnership, as specified herein, in the course of Shelter’s public communications and Pet adoption activities.

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

1. Hill’s Obligations. Hill’s covenants and agrees to the following obligations.

- (a) Hill’s agrees to provide and/or make available Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:
 - (i) The type of Shelter Food provided and/or made available by Hill’s to the Shelter is set forth in **Appendix B**. Hill’s reserves the right to substitute or designate the type of products provided as noted in **Appendix B**.
 - (ii) All pricing is subject to change with 30 days written notice.
 - (iii) Hill’s may take any legally permissible action that, in Hill’s discretion, is necessary to prevent or stop the unauthorized resale or distribution of any Hill’s pet foods ordered through the shelter’s Hill’s Food, Shelter & Love account.
- (b) Hill’s agrees to give Shelter access to Hill’s Shelter Partner Portal (the “Portal”), which enables Shelter to order Hill’s pet food, Adopter Kits, and shelter materials. It also enables Shelter to enter adoption reporting information, review Shelter’s contract, and access Hill’s logos and digital marketing materials specifically created for Hill’s Food, Shelter & Love partners.
- (c) Hill’s agrees to give Shelter access to the Hill’s VIP Market feeding program for all paid shelter staff, if allowed by law.
- (d) Hill’s, for the duration of the Agreement, grants Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill’s trademarks, logos, and other intellectual property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.

2. Shelter’s Obligations. Shelter hereby covenants and agrees to the following obligations.

- (a) Shelter agrees to maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:
 - (i) Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;
 - (ii) Housing all Pets in a safe, caring, clean and socially-enriched environment; (iii) Refraining from subjecting or exposing Pets to abusive or inhumane treatment;
 - (iv) Educating Pet adopters about caring for Pets; and
 - (v) Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.
- (b) Shelter agrees to purchase Hill's pet foods for the sole purpose of exclusively feeding to Shelter's Pets (as set forth in Section 4 and **Appendix A** of this Agreement). If there is a medical or other condition that would prohibit the use of Shelter Food or another Hill's brand pet food for a particular pet, the Shelter is not required to feed a Hill's brand pet food to that pet.
- (c) Shelter agrees to make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adoption script in **Appendix D**, and other instruction materials provided by Hill's from time to time).
- (d) Shelter agrees to actively and exclusively display and communicate Hill's Food, Shelter & Love partnership in public facing areas, including without limitation the following:
 - (i) Prominently displaying Hill's signage, posters, and other educational materials;
 - (ii) At time of adoption, communicate the Shelter's exclusive feeding of Hill's brand pet food to Shelter's Pets and provide each adopter with a free Hill's Adopter Kit as outlined in Appendix C.
 - Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder;
 - For the avoidance of doubt, Adopter Kits are to be provided to adopters at the time of adoption ONLY. One Adopter Kit shall be provided for each pet adopted;
 - Any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;
 - (iii) Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and
 - (iv) If the Shelter operates a website or has a website operated on its behalf, displaying the current Hill's Food, Shelter & Love program logo with an active link to Hillspet.com on the shelter's homepage or a designated sponsor page; and
 - (v) Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food, except that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied

endorsement of such donated products. (For example, redistribution of donated pet food through a pet food pantry.)

- (e) Shelter agrees to share Pet and Pet adopter information collected by Shelter during the course of the adoption process with Hill's under terms as specified in Appendix D. Shelter represents that all adopter information is collected and shared with Hill's in compliance with all applicable laws, including privacy and disclosure laws and Shelter's own privacy policy (if applicable).
- (f) Shelter agrees to provide Hill's with a right of first refusal for all pet food company sponsorship opportunities.
- (g) Shelter agrees to provide Hill's with a delivery address that is one of the following: (1) a physical shelter with a business sign and posted operating hours, (2) a veterinary clinic, or (3) a pet-related business.
- (h) Shelter agrees to order and replenish Hill's brand pet foods, Adopter Kits, materials, and signage through the Portal.

3. Term and Termination.

- (a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.
- (b) This Agreement may be terminated at any time:
 - (i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;
 - (ii) by either party, immediately upon written notice to the other party, if a party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and
 - (iii) by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.
- (c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the discounts described in **Appendix B**, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed to Hill's. Additionally, upon Hill's request, the Shelter shall return to Hill's or make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, Adopter Kits, signage, posters, educational materials and display racks).

4. Sales and Payment Terms.

- (a) Hill's will invoice Shelter for pet food orders at list prices reflecting the discounted amount, as indicated in Appendix B. Upon receipt of invoice, Shelter shall remit payments to Hill's
- (b) Shelter shall pay Hill's for pet food orders in an amount not to exceed nine thousand dollars (\$9,000.00). Shelter singularly bears the responsibility for appropriate fiscal management; Hill's shall not be held responsible for orders placed by the shelter or any City employee, in excess of

the budget. Shelter is responsible for remitting payment for all orders placed by the Shelter and fulfilled by Hill's. In the event that sufficient budgeted funds are not available for a new fiscal period, the Shelter shall notify the Hill's of such occurrence and the Agreement shall be terminated.

- (c) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.
 - (d) Shelter agrees the pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is not purchased for resale and that such foods will not be re-sold or redistributed in any capacity.
 - (e) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. In order to purchase products for resale, the shelter must apply for and obtain a "Retail" account through Hill's. Products ordered through a "Retail" account may be resold or redistributed by the Shelter.
5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.
6. Hill's Policies.
- (a) Third Party Code of Conduct. Shelter represents and warrants that it is in compliance with Hill's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at <https://www.colgatepalmolive.com/en-us/who-we-are/governance/third-party-code-of-conduct>.
 - (b) Anti-Bribery Policy. Attached to this Agreement as **Appendix E** is a copy of Hill's Anti-Bribery Policy. Shelter represents and warrants that it is in compliance with Hill's Anti-Bribery Policy as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at <https://www.colgatepalmolive.com/en-us/core-values/our-policies/anti-bribery-policy>.
7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.
8. Indemnification. Each party (as indemnitor) agrees to indemnify and hold the other party (as indemnitee) harmless against and from any and all losses, claims, damages or liabilities, joint or several, to which the indemnitee may become subject as the result of acts or omissions, by the indemnitor in connection with the performance of the indemnitor's duties under this Agreement or as the result of its material breach of any representation, warranty, covenant or agreement pertinent to this Agreement. This indemnity provision shall survive the termination of this Agreement.
9. Assignment. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
10. Governing Law. This Agreement, the Appendices attached hereto and any dispute arising therefrom, shall be construed and enforced in accordance with the laws of the State of Kansas without regard to its

principles governing conflicts of law. In the event that Shelter is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.

11. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, Appendices, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, Appendix, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, Appendix or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, Appendix, term, or provision of this Agreement.
12. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.
13. Conflicting Terms. In the event of a conflict between the provisions of this Shelter Agreement and any Appendices thereto, the provisions of the Shelter Agreement shall control.
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

CITY OF BLOOMINGTON PUBLIC WORKS

By: _____

Print Name: Adam Wason

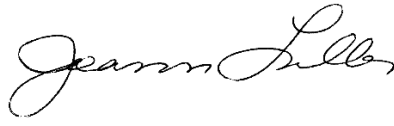
Title: Director, Public Works Department

By: _____

Print Name: Kyla Cox Deckard

Title: President, Board of Public Works

HILL'S PET NUTRITION SALES, INC.

By: 

Print Name: Joann Fuller

Title: Senior Brand Engagement Manager

List of Appendices

- A – Hill’s Shelter Customer General Conditions of Sale
- B – Food, Shelter & Love Program Terms
- C – Adopter Kit Materials
- D – Materials Related to Shelter Obligations set out in Sections 2(c), 2(d) and 2(e)
- E– Hill’s Global Anti-Bribery Policy

APPENDIX A
HILL'S PET NUTRITION SALES, INC.
SHELTER CUSTOMER GENERAL CONDITIONS OF SALE
UNITED STATES

1 Scope

- 1.1 These general conditions of sale and the Hill's Pet Nutrition Sales, Inc. Standard Commercial Terms (these "**Conditions**") apply to all sales of products made directly by Hill's Pet Nutrition Sales, Inc. ("**Hill's Pet Nutrition**") to a shelter customer (the "**Customer**").
- 1.2 Any terms and conditions contained in a purchase order or other documentation issued by the Customer which differ from or add to these Conditions are rejected by Hill's Pet Nutrition.
- 1.3 Any other terms and conditions (a) implied by a course of dealing, custom or practice or (b) which the Customer seeks to incorporate, shall not apply.
- 1.4 Except as otherwise agreed in writing by the parties, these Conditions supersede all previous understandings and constitute the entire agreement between the parties with respect to the sale of products from Hill's Pet Nutrition to the Customer.
- 1.5 No modification, deletion or addition to these Conditions shall be binding on Hill's Pet Nutrition unless expressly approved in writing by Hill's Pet Nutrition.

2 Orders

- 2.1 An Order is deemed an offer by the Customer to purchase products from Hill's Pet Nutrition in accordance with these Conditions.
- 2.2 No Order is binding upon Hill's Pet Nutrition until the earlier of (a) acceptance of such Order by Hill's Pet Nutrition in writing or electronically or (b) shipment by Hill's Pet Nutrition of the products contained in such Order to the Customer.
- 2.3 No Order accepted by Hill's Pet Nutrition can be cancelled by the Customer without Hill's Pet Nutrition's written consent.
- 2.4 Hill's Pet Nutrition reserves the right to accept or reject any Order in its absolute discretion.

3 Minimum Order Charge

- 3.1 Customer is not subject to a minimum order charge.
- 3.2 Hill's Pet Nutrition reserves the right to change its minimum order quantities and other customer criteria at any time in its absolute discretion.

4 Price

- 4.1 The price of the products is the price set out in Hill's Pet Nutrition's standard price list as of the date an Order is processed by Hill's Pet Nutrition less any applicable discounts agreed upon in writing.
- 4.2 The price of the products shall include the cost of delivery to the Customer but shall not include (a) the cost of off-loading, (b) any other applicable sales tax which will be charged at the then applicable rate, or (c) fees related to non-standard delivery.
- 4.3 Hill's Pet Nutrition's standard price list shall not be construed or operate as an offer by, or obligation of, Hill's Pet Nutrition to sell the products to the Customer.
- 4.4 Hill's Pet Nutrition reserves the right to change its list price for any SKU at any time in its absolute discretion.
- 4.5 In no event shall a reduction in Hill's Pet Nutrition's list price be retroactive.
- 4.6 Orders received on or after the effective date of a list price change which do not reflect the price change will not be processed.

5 Invoicing and Payment

- 5.1 Hill's Pet Nutrition will invoice the Customer for products when the Order is shipped.
- 5.2 The Customer must pay invoices in full in cleared funds to Hill's Pet Nutrition's designated bank account prior to delivery of the products or in accordance with their payment terms.
- 5.3 Standard payment terms are payment within thirty (30) days of the invoice date ("Net 30"), unless an alternate arrangement is required due to a customer's poor payment history.
- 5.4 Payment shall be considered received by Hill's Pet Nutrition on the date that cash or an electronic funds transfer is received at Hill's Pet Nutrition's designated bank.

6 Credit

- 6.1 Hill's Pet Nutrition will consider an application for credit upon receipt of a formal written request from the Customer.
- 6.2 Hill's Pet Nutrition reserves the right at any time to grant, remove or modify its credit terms with the Customer in its absolute discretion.
- 6.3 The Customer must stay within its approved credit limits. In addition to all other available remedies, Hill's Pet Nutrition reserves the right to cease processing Orders if the Customer exceeds its approved credit limit.

7 Charges

- 7.1 In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest at the rate of 18% per annum. Interest will accrue on a daily basis and apply from the payment due date until payment in full by the Customer.
- 7.2 All payments received from the Customer will be applied first to any interest charges and then applied to any unpaid portion of the oldest invoice.
- 7.3 Any penalty fees and/or charges assessed by the Customer that have not been agreed upon in writing by Hill's Pet Nutrition must be reimbursed to Hill's Pet Nutrition.
- 7.4 Hill's Pet Nutrition reserves the right to (a) offset any such unauthorized penalty fees and/or charges, including by deducting from any payments owed to the Customer based on negotiated agreements or discounting from any credit note subsequently issued to such customer, or (b) halt shipments to the Customer until such unauthorized penalty fees and/or charges are reimbursed to Hill's Pet Nutrition.

8 Delivery

- 8.1 Hill's Pet Nutrition shall deliver, or arrange for delivery of, the products to the Customer's premises or a mutually agreed upon location. At no time shall Hill's Pet Nutrition be deemed to be a common carrier.
- 8.2 Any time or date specified for delivery is an estimate only and time is not of the essence for delivery of the products.
- 8.3 Hill's Pet Nutrition may make delivery of the products in installments.
- 8.4 The Customer must inspect the products upon delivery. Any claim that the products are damaged or that there is a defect in delivery must be made in accordance with Hill's Pet Nutrition's Retail Returns Policy.
- 8.5 Any non-standard delivery will be assessed the following fees:
 - 8.5.1 Customer is not subject to non-standard delivery fees.

8.6 Hill's Pet Nutrition reserves the right to change its non-standard delivery fees at any time in its absolute discretion.

9 Resale

9.1 The Customer may only resell the products in the United States.

10 Title and Risk

10.1 Title to the products and risk of loss of the products passes to the Customer upon delivery of the products to the transportation carrier at the shipping origin. Where the products are delivered to the Customer by a Hill's Pet Nutrition delivery truck, title to the products and risk of loss of the products passes to the Customer upon delivery of the products.

11 Product Quality and Recall

11.1 The Customer must report to Hill's Pet Nutrition any concerns related to a Hill's Pet Nutrition product that come to the Customer's attention and are potentially linked to product quality or safety, including, but not limited to, any reports from product users of an adverse effect on health (each, an "Adverse Event") whether it is under normal or unexpected use conditions. The Customer must report such Adverse Events to the appropriate Hill's Pet Nutrition contact within one (1) business day following the point in time that the Customer becomes aware of the Adverse Event. The Customer must use appropriate care in the handling and transportation of the Product and must store the product under appropriate conditions.

11.2 If the Customer is the subject of a request, court order or other directive of a court or other governmental or regulatory authority to withdraw any Hill's Pet Nutrition products from the market (a "**Recall Notice**"), the Customer shall, as promptly as possible and in no event, no later than twenty-four (24) hours following its receipt of a Recall Notice, provide Hill's Pet Nutrition with a copy of such Recall Notice.

11.3 Unless required by law, the Customer may not undertake any recall or withdrawal of Hill's Pet Nutrition products without the written permission of Hill's Pet Nutrition.

11.4 In the event that the Customer is required by law to undertake a recall or withdrawal of Hill's Pet Nutrition products, or in the event that Hill's requests in writing that the Customer undertake a withdrawal even where not required by law, the Customer shall comply with Hill's Pet Nutrition's instructions on implementing such recall or withdrawal.

11.5 Hill's Pet Nutrition shall have sole responsibility for paying the cost of any product recall or withdrawal, except when such product recall or withdrawal results from any action, omission or inaction by the Customer (a "Customer-Attributable Recall"), in which case the Customer shall bear such cost.

12 Intellectual Property Rights

12.1 The Customer may not alter any trademark or marking on the products.

12.2 The Customer's right, title or interest in any trademark, trade name, trade dress, copyright, or symbol, or any translation thereof ("Rights"), which is applied to or used in relation to the products is limited to the Rights granted to Customer in writing.

13 Warranty Exclusion

EXCEPT AS (1) REQUIRED BY APPLICABLE LAW, (2) EXPRESSLY SET FORTH IN THESE CONDITIONS OR (3) SPECIFICALLY PROVIDED TO THE CUSTOMER BY HILL'S PET NUTRITION IN WRITING, HILL'S PET NUTRITION DISCLAIMS AND EXCLUDES ALL WARRANTIES AND TERMS AND CONDITIONS NOT CONTAINED IN THESE CONDITIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF REASONABLE QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14 Limitation of Liability

IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

15 Compliance with Laws and Policies

15.1 The Customer shall comply with:

15.1.1 all applicable laws, rules, regulations and licenses issued by any supra-national, governmental or other authority in relation to the subject matter of these Conditions including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and any other applicable anti-corruption laws, rules or conventions;

15.1.2 Colgate Palmolive's Anti-Bribery Policy, Hill's Pet Nutrition's Returns Policies and any other policy communicated by Hill's Pet Nutrition to the Customer, as amended from time to time; and

15.1.3 Hill's Pet Nutrition's distribution policies.

15.2 Hill's Pet Nutrition may immediately cease processing Orders and terminate its commercial relationship with the Customer as a result of any breach of Clause 15.1.

16 Force Majeure

Hill's Pet Nutrition will be excused from performance and will not be liable for any failure or delay in performing its obligations under any contract between Hill's Pet Nutrition and the Customer where such failure or delay was caused by an event or series of events beyond Hill's Pet Nutrition's reasonable control (irrespective of foreseeability), including, without limitation, acts of government, war, hostilities or threat of war, terrorism, labor difficulties, a delay in delivery from suppliers, commercial impracticality, shortages of energy, materials, labor, or equipment, fire, flood, storm, explosion, epidemic, riot, civil commotion, or an act of God.

17 Cancellation

17.1 Hill's Pet Nutrition may immediately cancel any Order if the Customer:

17.1.1 fails to make payment when due;

17.1.2 fails to comply with Hill's distribution policies; or

17.1.3 is insolvent or ceases or threatens to cease conducting business.

Such cancellation shall be without prejudice to any other right or remedy available to Hill's Pet Nutrition.

18 Insurance

The Customer shall maintain Commercial General Liability Insurance, including product liability coverage and contractual liability coverage, in an amount of at least USD 2 million and produce, upon Hill's request, details of such insurance and a receipt for the appropriate premium.

19 Remedies

Any rights or remedies arising under these Conditions are cumulative and do not exclude any rights or remedies provided by law.

20 Relationship

Hill's Pet Nutrition and the Customer are independent businesses. No partnership, joint venture, agency, trust or relationship of employer/employee is created between them.

21 Dispute Resolution

21.1 In the event of a Dispute, the parties will attempt to settle such Dispute through good faith negotiations between their appropriate executives.

21.2 If such executives cannot resolve the Dispute, the parties may refer the Dispute to mediation by a mediator jointly selected by the parties.

21.3 If the Dispute is not settled by mediation within fourteen (14) days following the commencement of mediation, the Dispute shall be settled exclusively by final and binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce as follows:

21.3.1 The arbitration panel (the "**Panel**") shall consist of a single arbitrator;

21.3.2 The place of arbitration shall be Topeka, Kansas and the proceedings shall be held in English;

21.3.3 The award of the Panel shall be final and judgment upon such award may be entered in any competent court;

21.3.4 Neither party shall, and each shall ensure that none of their Affiliates shall, disclose the existence, content or results of any arbitration under this clause.

21.4 Hill's Pet Nutrition or the Customer may seek interim or provisional relief or measures in any applicable courts that may be necessary to protect the rights of such party or their affiliate pending the establishment of the Panel, or pending the decision of the Panel.

22 Definitions

22.1 The following definitions apply:

Affiliate: means, in the case of Hill's Pet Nutrition, any company which, from time to time, forms part of the Colgate-Palmolive Company group of companies and, in the case of the Customer, any company which, from time to time, forms part of the Customer's group of companies, respectively.

Order: the Customer's order addressed to Hill's Pet Nutrition for the supply of products in accordance with these Conditions.

APPENDIX B
Food, Shelter and Love Program Terms

Pet Food Purchases

All pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is exclusively purchased to feed the pets in the care of the shelter. Such foods cannot be resold or redistributed in any capacity.

Shelter Food – select Hill's brand pet food for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted. Hill's reserves the right to substitute or designate the type of products provided as **Shelter Food**, including variable methods of delivery.

SHELTER FOOD

SKUs	SKU Description	Size	% Discount off Hill's current List Price
Shelter SKUs			
2092	Science Diet Kitten	35 lbs	<u>74.00 %</u>
6801	Science Diet Adult Cat	20 lbs	<u>74.00 %</u>
603920	Science Diet Puppy	35 lbs	<u>56.00 %</u>
603916	Science Diet Adult Dog	35 lbs	<u>56.00 %</u>
Wet			
6174	Science Diet Kitten Savory Turkey Entrée	24 x 5.5oz	<u>35.00 %</u>
6600	Science Diet Kitten Liver & Chicken Entrée	24 x 5.5oz	<u>35.00 %</u>
4534	Science Diet Feline Adult Savory Chicken Entrée	24 x 5.5oz	<u>35.00 %</u>
7036	Science Diet Puppy Chicken & Barley Entrée	12 x 13oz	<u>35.00 %</u>
7037	Science Diet Canine Adult Chicken & Barley Entrée	12 x 13oz	<u>35.00 %</u>
7039	Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz	<u>35.00 %</u>

Shelter may purchase other Hill's pet food products not identified above at list price. Such purchases are subject to warehouse availability and other conditions of sale.

Shelter Pet Adoption Reporting submission requirement: MONTHLY

New Pet Parent Adopter Information submission requirement: WEEKLY

APPENDIX C
Adopter Kit Materials

Adopter Kit will consist of:

- **ONE Hill's brand starter bag of Cat or Dog food** containing
 - One or two pounds of food
 - On Pack booklet
 - o Immediate use coupon
 - o Link to additional savings and pet parent educational articles
- **Optional items as made available for order on the Portal**
 - Examples:
 - o Measuring Cups
 - o Adopter Gift Bags
 - o Shelter Adopter Handouts
 - o Pet Emergency Preparedness Cards

Adopter Kit Starter bags will be available for order on the Portal:

- **Cat (1lb bag):**
 - o Kitten
 - o Adult
- **Dog (2lb bag):**
 - o Puppy Small Bites
 - o Puppy Large Breed
 - o Adult

APPENDIX D

MATERIALS RELATED TO SHELTER OBLIGATIONS SET FORTH IN SECTIONS 2(c), 2(d) and 2(e)

HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.

A. ADOPTION SCRIPT GUIDANCE

During the adoption process, shelter staff shall communicate and provide the following Hill's Food, Shelter & Love program components to the new pet parent:

- 1 – Pets in the shelter are fed Hill's brand pet foods
- 2 – Benefits of continuing to feed Hill's brand foods for their newly adopted pet (continue to support the shelter, shelter recommendation, and nutritionally balanced,)
- 3 – Hill's Adopter Bag and on-pack
- 4 – Hill's Pet Parent Program and its benefits (Opt In for Communication, welcome series, coupons and education)

Here is a suggested adoption script (to be used as a guide only):

- *“At [shelter name], we are proud to be part of the Hill's Food, Shelter & Love program and we feed all our pets Hill's brand pet foods.*
 - *Hill's is US Veterinarians' #1 Recommended Brand*
 - *Hill's Science Diet provides science-led nutrition to support pets' ever-changing needs.*
 - *The Science Diet portfolio also includes specialized nutrition for pets' weight, skin, stomach and more.*
- *We suggest that you continue to feed [pet's name] the same food he/she has been eating while he/she was with us when you get home. To assist you with that, we're providing you with a sample bag of the food [pet's name] was eating while he/she was here.*
 - *Keeping his/her food consistent during this time of transition from the shelter into your home can help avoid one additional change during this stressful time for a pet.*
 - *On the front of the bag is a booklet that contains a \$5 coupon you can use to purchase a larger bag of food along with a website offering additional savings and a variety of educational articles for pet parents. You can also scan the QR code on the back of the booklet for further savings on Hill's pet foods.*
- *We offer all adopters the opportunity to join the Hill's New Pet Parent program. If you sign up you will receive emails giving you access to exclusive pet parent resources and coupon offers. If at any time you wish to no longer receive emails from Hill's, you may unsubscribe. Would you like to receive communications and offers from Hill's Pet Nutrition?*
- *When you buy Hill's brand pet foods to feed your pets, you help make it possible for Hill's to feed the animals here at our shelter. Feeding Hill's at home helps feed shelter pets.*

B. EXAMPLE OF EMAIL TO NEW ADOPTERS

C. PET AND PET ADOPTER INFORMATION SHARING

1. Shelter agrees to provide pet adoption numbers in the Shelter Adoption Reporting section on the Portal on a monthly basis; and
2. Shelter agrees to share the following information in an electronic format acceptable to Hill's in the New Adopter Information of the Portal in accordance with the timing identified in Appendix B:
 - i. Pet adopter's name, address;
 - ii. Adopted Pet's name, breed, and date of birth (to improve relevance of educational materials sent by Hill's to consenting pet parents);
 - iii. Adoption date and adoption location;
 - iv. Pet adopter's email address; and
 - v. Whether the Pet adopter has consented to receive marketing emails from Hill's or not.
3. Example of Opt-In Consent Language - Hill's suggests Shelter obtain written consent to receive Hill's marketing emails using the language below or similar language.

Yes, I would like to receive email, other electronic communications, and/or mail with information and special offers from Hill's Pet Nutrition, Inc. and its family of brands about my adoption. (You can unsubscribe at any time.)

APPENDIX E

HILL'S PET NUTRITION, INC. AND ITS SUBSIDIARIES

GLOBAL ANTI-BRIBERY POLICY

Our Anti-Bribery Commitment

Hill's Pet Nutrition's ("Hill's") commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in

any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact Hill's Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Hill's also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

Our Expectations

Hill's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill's people and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/22/2024	Payroll				681,803.97
					<u>681,803.97</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 \$ 681,803.97

Dated this 26th day of March year of 2024.

Kyla Cox Deckard, President Elizabeth Karon, Vice President James Roach, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approval of Amendment 3 to Preliminary Engineering Contract with Etica Group, Inc. for Neighborhood Greenway Projects

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/26/2024

Report: This contract contains services to complete preliminary engineering tasks for multiple neighborhood greenway projects as prioritized in the City's Transportation Plan. Etica Group, Inc., the successor of Eagle Ridge Civil Engineering Services, LLC, is currently under contract with a total not-to-exceed amount of \$347,845.

This amendment removes design services for a trail connection on W Allen Street and adds services for a neighborhood greenway along Longview Avenue, Glenwood Avenue East, and Morningside Drive. The total contract amount increases by \$25,973.60 for a new total not-to-exceed amount of \$373,818.60.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract*	Current Item	3/26/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future, Multiple	TBD

*Original Design Contract approved 12/8/2020. Amendment 1 approved 12/20/2022. Amendment 2 approved 12/19/2023.

City of Bloomington Contract and Purchase Justification Form

Vendor: Etica Group, Inc.

Contract Amount: \$373,818.60

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

PURCHASE INFORMATION

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

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

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

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

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

Eagle Ridge was selected for this contract based on an evaluation of their response to an RFQ. Etica Group, Inc. is now the owner of Eagle Ridge.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**ADDENDUM 3 TO AGREEMENT FOR CONSULTING SERVICES FOR
NEIGHBORHOOD GREENWAYS PROJECT WITH ETICA GROUP, INC.**

This Addendum supplements the Agreement for Consulting Services with Etica Group, Inc. (“Agreement”) for the Neighborhood Greenways Project which was entered into on December 8, 2020. Etica Group, Inc. is the successor of Eagle Ridge Civil Engineering Services, LLC, and assumed all contractual obligations of Eagle Ridge Civil Engineering Services on July 31, 2023.

1. **Article 1. Scope of Services:** Exhibit A (in the original Agreement and as previously amended by Amendments 1 and 2) is hereby further amended to include the following: Cease work in progress on Allen Street Greenway Extension between Madison Avenue and Morton Street and add design of a greenway on Longview Avenue starting at Pete Ellis Drive, extending eastward onto Glenwood Avenue and then along Morningside Drive to Smith Road. The scope of Work for this Amendment is described on the attached Exhibit A3 – SCOPE OF WORK AND FEE ESTIMATE.

2. **Article 4. Compensation** and **Exhibit B Compensation:** The City shall pay Etica Group, Inc. a total amount of **\$59,035.00** for the design and related services of the Longview Greenway. The Allen Street Greenway which is hereby cancelled has a remaining unbilled budget of \$33,061.40 which is to be reallocated to this effort of the Longview Greenway. The net increase for additional services is thus **\$25,973.60**. The not to exceed amount for the Agreement with all Amendments shall be **\$373,818.60**.

3. **Article 6. Schedule:** The schedule which applies to this additional work for the Longview Greenway is provided on the attached Exhibit C3.

4. In all other aspects, the Agreement shall remain in effect as originally written and Amended.

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

OWNER

Kyla Cox Deckard
President, Board of Public Works

Elizabeth Karon
Vice President, Board of Public Works

James Roach
Secretary, Board of Public Works

Date: _____

Kerry Thomson
Mayor

Date: _____

CONSULTANT



Jessica Nickloy
President / CEO

Date: March 11, 2024

EXHIBIT A3 - SCOPE OF WORK AND FEE ESTIMATE

GREENWAY DESIGN FOR

Prepared: BR

**Longview Ave / Glenwood Ave / Morningside Dr
for City of Bloomington Board of Public Works**

Date: 2-19-2024



Etica Group, Inc.					Project Expenses	TOTALS BY TASK
Sr. Project Manager	Project Engineer	CAD Tech	Clerical	At Cost		
\$ 165.00	\$ 125.00	\$ 95.00	\$ 80.00			

Tasks

Task	Sr. Project Manager	Project Engineer	CAD Tech	Clerical	Project Expenses	TOTALS BY TASK
DATA GATHERING AND BASE MAPPING						\$ 6,460
Early Coordination with City Depts (CBU; Parks, Transit)	3					\$ 495.00
GIS Upload and Augmentation by Aerial	2		40			\$ 4,130.00
Perform Site review, Augment GIS, Review Roadway and Sidewalks/Curbs for Needs		8	8		\$ 75	\$ 1,835.00
DESIGN						\$ 30,070
Prepare Title Sheet	1		2			\$ 355.00
Prepare Index/General Notes/Legend/Utility Contacts Sheet	2		2			\$ 520.00
Prepare Paving Sections and Miscellaneous Details	1		4			\$ 545.00
Prepare Plan	24	24	32			\$ 10,000.00
Intersection Layout / Bumpouts Detail	8	8	4			\$ 2,700.00
Raingarden Layout and Grading Plans	12		18			\$ 3,690.00
Prepare Mntc of Traffic and Access Plans/Notes (with formal Detour if req'd)	6		8			\$ 1,750.00
Prepare Signs and Pavement Markings design	2	4	8			\$ 1,590.00
Prepare Summary of Quantities and Paving Table	2	6	2			\$ 1,270.00
Prepare Detailed Cost Estimate	6	8				\$ 1,990.00
Prepare Technical Specifications	4					\$ 660.00
Plan Development / Review / Revisions	12	12	16			\$ 5,000.00
SURVEY ALLOWANCE						\$ 10,000
Topographic Survey for Support of Raingardens, Ramp Designs, Etc. If Needed					\$ 10,000	\$ 10,000.00
DESIGN SUPPORT						\$ 2,500
Utility Coordination - Duke re: Lighting Installations or changes	6					\$ 990.00
Utility Coordination - other private utilities for adjustments	2					\$ 330.00
Utility Coordination - CBU for Drainage and Raingardens	6		2			\$ 1,180.00
BIDDING AND CONSTRUCTION SUPPORT						\$ 5,495
Assemble Pay Item List and Quantities - for City Use	4					\$ 660.00
Prepare Addenda	2		4			\$ 710.00
Attend Preconstruction Meeting (City led)		4			\$ 75	\$ 575.00
Review Submittals and Shop Drawings	2	2				\$ 580.00
Construction Support By Designers (Inspection by City or City Consultant)	4	8			\$ 75	\$ 1,735.00
Participate in Walkthru/Punchlist Preparation	4	4			\$ 75	\$ 1,235.00
PROJECT MANAGEMENT & MEETINGS						\$ 4,510
Invoices and Progress Reports	2			2		\$ 490.00
Project Workplan/Management/Accounting Setup	6			2		\$ 1,150.00
Conduct a Field Check/Preliminary Plan Review with the City and CBU (In person)	4	4			\$ 75	\$ 1,235.00
Client Meeting/Review of 60% Plans with Engrng and CBU (Virtual)	2					\$ 330.00
Client Meeting/Review of 95% Plans with Engrng and CBU (Virtual)	2					\$ 330.00
Preliminary Public / Stakeholder Meeting (Project Introduction)	1				\$ 75	\$ 240.00
Final Public Meeting - 95% Plans and Discuss Construction Issues	4				\$ 75	\$ 735.00
FEE SUMMARY						
TOTAL HOURS / EXPENSES	136	92	150	4	\$ 10,525	
COST SUBTOTALS	\$ 22,440	\$ 11,500	\$ 14,250	\$ 320	\$ 10,525	
TOTAL NOT TO EXCEED FEE						\$ 59,035

Assumptions:

- 1) City will facilitate the scheduling and invitations to all public meetings
- 2) The City will assemble the project manual and manage the bidding process
- 3) The City will provide its own inspection
- 4) Drainage design is limited to spot modifications such as moving or adding an inlet, but assumes a readily available outfall (connection). No hydraulic analysis/calcs are anticipated.
- 5) All Client / Review Meetings are expected to be virtual except one walkthru at the 25% Plans
- 6) Public Meetings are expected to be in person. City will conduct the meetings but consultant will participate and support the discussion.
- 7) All deliverables are expected to be digital, ready for printing; no hard copy deliverables will be provided
- 8) Deliverables will be plans with graphics over project site aerial/GIS base mapping. No illustrations or sketches (renderings) are anticipated.
- 9) Full lighting design is not included. Coordination with Duke for installations/modifications under the City's standing agreement is.
- 10) No retaining wall designs are included

Fee Breakdown for Invoicing:

Data Gathering / Base M:	\$ 6,460
Greenway Design	\$ 26,380
Greenway Design	\$ 3,690
Survey Allowance	\$ 10,000
Design Support	\$ 2,500
Bidding and Construction	\$ 5,495
Project Management	\$ 4,510

EXHIBIT C3 – SCHEDULE FOR LONGVIEW GREENWAY

MILESTONES	TARGET DATES
Notice to Proceed	March 30, 2024
Early Coordination	April 10, 2024
Finish GIS Base Plans	April 10, 2024
Fieldwork	April 20, 2024
25% Plans	May 10, 2024
2 nd Public Meeting	May 15, 2024
Prelim Estimate, Review, and Field Walk	June 1, 2024
60% Plans	July 10, 2024
Review meeting	July 25, 2024
95% Plans	August 15, 2024
100% Plans/Specs/Estimate	September 15, 2024
Bidding	October 15, 2024
Construction	Spring 2025



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Etica Group for the Dunn St Sidewalk Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/26/2024

Report: This project was prioritized by the City Council Sidewalk Committee to install new sidewalk on the east side of Dunn Street from 17th Street to approximately 18th Street. Etica Group was selected from the City's pre-approved engineering consultant list to design this project because they previously completed conceptual design of this sidewalk on behalf of Indiana University. Their familiarity with the area and existing project information will result in significant project efficiencies. The total contract amount for this project is set at a not-to-exceed amount of \$22,230. Construction is not currently funded.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	3/26/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

City of Bloomington Contract and Purchase Justification Form

Vendor: Etica Group

Contract Amount: \$22,230

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

PURCHASE INFORMATION

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

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

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

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

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

Etica Group was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project. They previously completed conceptual design of this sidewalk on behalf of Indiana University.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Sidewalk and Drainage Design – Dunn Street at 17th Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Etica Group, Inc. , (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to construct a new sidewalk connection from the northeast corner of Dunn Street at 17th Street and extending north approximately 300' to meet existing sidewalk at the IU Stadium parking lot; and

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

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

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

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

Article 1. Scope of Services: Consultant shall provide engineering design services for topographic survey and design of a new sidewalk in the area noted above. These design services shall include the preparation of plans, specifications and estimates for work on sidewalk, ramps, storm sewer inlets, manholes and piping, and other incidental construction that is found necessary to complete the new sidewalk. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

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

reference as though fully set forth. For the project the total compensation paid, including fees and expenses, shall not exceed the amount of **Twenty-Two Thousand Two Hundred Thirty (\$22,230.00)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

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

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

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

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

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

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When

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

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

Board:

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

Consultant:

Etica Group, Inc.
Attn: Brock Ridgway
8720 Castle Creek Parkway E. Drive
Suite 400
Indianapolis, IN 46250

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

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

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

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

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

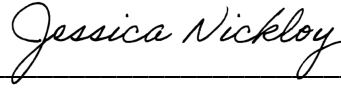
Owner

Consultant

City of Bloomington
Board of Public Works

Etica Group, Inc.

By: _____
Kyla Cox Deckard, President



Jessica Nickloy
President / CEO

By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Kerry Thomson, Mayor

EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE

SIDEWALK AND DRAINAGE DESIGN

Prepared: BR

Dunn Street at 17th Street

Date: 2-25-2024



for City of Bloomington Board of Public Works

Tasks	Etica Group, Inc.						Project Expenses At Cost	TOTALS BY TASK
	Sr. Project Manager	Project Engineer	CAD Tech	Project Surveyor	Crew Chief	Clerical		
	\$ 165.00	\$ 125.00	\$ 95.00	\$ 110.00	\$ 105.00	\$ 80.00		
DATA GATHERING AND BASE MAPPING								\$ 6,480
Survey and Topo Mapping	8		7	9	13		\$ 150	\$ 4,490.00
Early Coordination with IU and CBU	2							\$ 330.00
Prepare Base Plan for Design	1		8					\$ 925.00
Site Reconnaissance / Check Survey / Photos	4						\$ 75	\$ 735.00
DESIGN & PLAN DEVELOPMENT								\$ 10,310
Prepare Title Sheet	1		2					\$ 355.00
Prepare Index/General Notes/Legend/Utility Contacts Sheet	2		4					\$ 710.00
Prepare Paving Sections and Miscellaneous Details	1		4					\$ 545.00
Prepare Plan & Profile	6		16					\$ 2,510.00
Prepare Drainage Layout	2		2					\$ 520.00
Prepare Spot Grading Plans - Sidewalk, Ramps and Drive Apron	6		6					\$ 1,560.00
Prepare Structure Data Table	2		1					\$ 425.00
Prepare Mntc of Traffic and Access Plans/Notes	3		4					\$ 875.00
Prepare Signs and Pavement Markings design	1		2					\$ 355.00
Prepare Summary of Quantities Table	2		1					\$ 425.00
Prepare Special Provisions	2							\$ 330.00
Coord with CBU and IU for Design Approvals	6							\$ 990.00
Plan Development / Review / Revisions	2		4					\$ 710.00
BIDDING AND CONSTRUCTION SUPPORT								\$ 3,310
Prepare Detailed Cost Estimate / Pay Item List on City Bid Form Format	4							\$ 660.00
Prepare Addenda	2		2					\$ 520.00
Attend Preconstruction Meeting (Virtual)	2							\$ 330.00
Review Submittals	2							\$ 330.00
Construction Support By Designers (Inspection by City or City Consultant)	4						\$ 75	\$ 735.00
Participate in Walkthru/Punchlist Preparation	4						\$ 75	\$ 735.00
PROJECT MANAGEMENT & MEETINGS								\$ 2,130
Invoices and Progress Reports	1					2		\$ 325.00
Project Workplan/Management/Accounting Setup	4					1		\$ 740.00
Conduct a Field Check/Preliminary Plan Review with the City and CBU (In person)	4						\$ 75	\$ 735.00
Client Meeting/Review of 95% Plans with Engrng and CBU (Virtual)	2							\$ 330.00
FEE SUMMARY								
TOTAL HOURS / EXPENSES	80	0	63	9	13	3	\$ 450	
COST SUBTOTALS	\$ 13,200	\$ -	\$ 5,985	\$ 990	\$ 1,365	\$ 240	\$ 450	
TOTAL NOT TO EXCEED FEE								\$ 22,230

Assumptions:

- 1) City will handle any public meetings or bike/Ped Comm. Meetings internally - none are expected
- 2) The City will assemble the project manual and manage the bidding process
- 3) The City will provide its own inspection
- 4) No utility coordination (except CBU) has been included because it appears unlikely to be needed.
- 5) All Client / Review Meetings are expected to be virtual except one walkthru at the 50% Plans
- 6) All deliverables are expected to be digital, ready for printing; no hard copy deliverables will be provided

Fee Breakdown for Invoicing:	
Survey and Mapping	\$ 4,490
Data Gathering	\$ 1,990
Design & Plan Dvlpmnt	\$ 10,310
Bidding and Construction	\$ 3,310
Project Management	\$ 2,130
TOTAL:	\$ 22,230

**EXHIBIT B
COMPENSATION**

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

Survey and Mapping	\$4,490.00
Data Gathering.....	\$1,990.00
Design and Plan Development.....	\$10,310.00
Bidding and Construction Phase.....	\$3,310.00
Project Management	\$2,130.00
Total Lump Sum \$ 22,230.00	

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

Senior Project Manager:	\$165.00 / hour
Project Engineer:	\$ 125.00 / hour
CADD Technician:	\$ 95.00 / hour
Project Surveyor:	\$ 110.00 / hour
Crew Chief:	\$ 105.00 / hour
Clerical:	\$ 80.00 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

**EXHIBIT C
PROJECT SCHEDULE**

MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	March 27, 2024	
Survey Complete	May 10, 2024	
Submit Preliminary Plans	June 10, 2024	
Review Meeting with City	June 25, 2024	
Submit Draft Final Plans	July 25, 2024	
Review Meeting with City	August 5, 2024	
Complete Final Plans	August 20, 2024	
Bid Advertisement	August 25, 2024	
Bid Opening	September 20, 2024	
Construction	Fall 2024 or Spring 2025	Fall 2024 assumes no utility relocations are found to be required

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

Senior Project Manager


Brock Ridgway, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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


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



Jessica Nickloy
President / CEO

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jessica Nickloy and acknowledged the execution of the foregoing this 14th day of March, 2024.



Notary Public
A PETER

Printed name

My Commission Expires: 11/13/2027
County of Residence: Hamilton

Commission Number: NP0723562

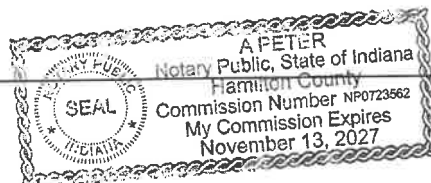


EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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 14th day of March, 2024.

Etica Group, Inc.
(Name of Organization)

By: Jessica Nickloy
Jessica Nickloy
President / CEO

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

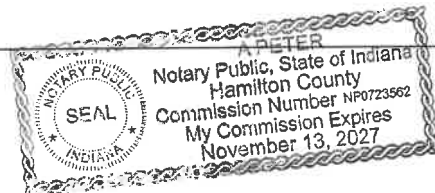
Subscribed and sworn to before me this 14th day of March, 2024

A Peter
Notary Public

APETER
Printed name

My Commission Expires: 11/13/2027
County of Residence: Hamilton

Commission Number: NP0723562



**Model Affirmative Action Plan and
Harassment Policy**

The Etica Group, Inc. declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. or Ms. Kirsten Harwood (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to Jessica Nickloy/President-CEO (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of The Etica Group, Inc. (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

1. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. The Etica Group, Inc. (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.
4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and

shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.

5. The Etica Group, Inc. (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Sheena Lee

Signature

3/20/2024

Date

WORKFORCE BREAKDOWN FORM

COMPANY NAME: The Etica Group, Inc.

ADDRESS: 8720 Castle Creek Pkwy E Dr. Suite 400.
Indianapolis, IN 46250

REPRESENTATIVE: Kirsten Harwood

PHONE: 317-466-9520

E-MAIL ADDRESS: kharwood@eticagroup.com

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total
Administrative	10	0	0%	6	60%	0	0%
Architect	12	1	8.33%	0	0%	0	0%
Intern	2	0	0%	2	100%	0	0%
Engineer	8	0	0%	0	0%	0	0%
Inspector	23	1	4.35%	4	17.39%	0	0%
Surveyor	6	0	0%	0	0%	0	0%

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

Sheena Lee COO
 Signature and Title of Representative:

3/20/2024
 Date:

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: The Etica Group, Inc.

Effective Date: 3/20/2024

NOTE: This is **not** an Affirmative Action Plan

Contractor: Plan MUST Include:		Yes	No	Comments:
Policy statement of equal employment opportunity		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Covers:	Applicants for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
On basis of:	Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Color	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Veteran Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Housing Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:				
	Within the Organization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization (e.g., recruitment sources, unions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HARASSMENT POLICY CHECKLIST				
Definition of harassment		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Designates a person to receive and Investigate harassment complaints		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing a harassment complaint		<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Board of Public Works Staff Report

Project/Event: Taycon
Staff Representative: Kyle Baugh
Petitioner/Representative: Brian King
Date: March 26th, 2024

Report: Taycon is requesting sidewalk closures for the east sidewalk next to 123 S Kingston (former Marsh site). This request is to accommodate removal of existing concrete sidewalk pour back new ADA compliant ramps. The traffic control would be in place on three non-consecutive days and is anticipated to be completed by the end of May 2024. Taycon has supplied maintenance of traffic plans for all work.

[Type here]

Service Solutions of Bloomington Inc.

[Type here]

March 19, 2024

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

Re: 123 S Kingston Drive Academy Sports Sidewalk Closures

We are requesting sidewalk closure for the replacement, installation and improvements of the existing sidewalk ADA ramps as part of the proposed property improvements for the incoming Academy Sports at 123 S Kingston Drive. As the current Right of Way permit requests that a sidewalk not be closed greater than 24 hours, we are requesting that we be allowed to close the sidewalk for 24 hours 3 days non consecutive to allow removal of existing concrete sidewalk and pour back new ADA compliant ramps. We have 5 ramps to remove and replace and would like to perform the work in two sets of 2 ramps at a time with one final singular ramp in 3 non consecutive closures to complete this work. This project is proposed to be completed by the end of May 2024.

Thank You

Brian King
President



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: 1235 Kingston Drive

<p>A. APPLICANT/AGENT INFORMATION:</p> <p>APPLICANT NAME: <u>Brian King</u></p> <p>E-MAIL: <u>bking@taycon.in.gov</u></p> <p>COMPANY: <u>Taycon</u></p> <p>ADDRESS: <u>7455 W. Gifford Rd</u></p> <p>CITY, STATE, ZIP: <u>Bloomington IN 47402</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Dusty Taylor</u></p> <p>24-HR CONTACT PHONE #: <u>812-322-3284</u></p> <p>INSURANCE #: <u>812-334-3200</u> COMPANY: <u>West Bend</u></p> <p>BOND #: <u>IN 5969316</u> COMPANY: <u>Merchants</u></p> <p><small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> <p><small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small></p> <p>COMPANY NAME: _____</p> <p>B. WORK DESCRIPTION:</p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): <u>Sidewalk ADA Ramps</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p>C. RIGHT OF WAY TO BE USED/CLOSED:</p> <p>STREET NAME 1: <u>123 S Kingston Drive</u></p> <p>1ST INTERSECTING STREET NAME: _____</p> <p>2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3</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 checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: <u>March 1st</u> END DATE: _____ # OF DAYS*: <u>1</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 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3</p> <p><input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small></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>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</p> <p>STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: _____ 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>D. TRAFFIC CONTROL DEVICES*:</p> <p><input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD</p> <p><input type="checkbox"/> LIGHTED BARRELS <input 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</small></p> <p><small>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>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</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>G. EXCAVATIONS:</p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: <u>0</u></p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>0</u></p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: <u>0</u></p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: <u>0</u></p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: <u>250 sqft</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>0</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p># RESIDENTIAL DRIVEWAY INSTALLATION: <u>0</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">Indiana 811</p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p style="text-align: center; font-size: 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. ITS THE LAW.</p> <p>H. INDEMNIFICATION AGREEMENT:</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>Brian King</u></p> <p>SIGNATURE: <u>[Signature]</u></p> <p>DATE: <u>1-11-2024</u></p>
--	---

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON
Planning and Transportation Department
 401 N. Morton St., Bloomington, Indiana 47404



Phone: 812-349-3423

Fax: 812-349-3520

Email: planning@bloomington.in.gov

APPLICATION FOR GRADING PERMIT

Project Location/Address: 123 S Kingston Drive

Owner: Bryan Rentals + Crane of Indiana
 Address: 1440 S Liberty Dr
Bloomington IN 47403
 Phone No.: 812-0322-5243
 Contact Person: David Kamen
 Email Address: David@KKsales.com

Contractor: Taycon
 Address: 7455 W Gifford Rd
Bloomington IN 47403
 Phone No.: 812-322-3284
 Contact Person: Dusty Taylor
 Email Address: dtaylor@taycon.info

Is the project located in a Floodplain? Yes No
 Does the project exceed 1 acre? Yes No
 Total acreage to the 10th of an acre .30 acres

If you answered yes to either of the questions above, do you have the required approval from the appropriate agency? Yes No

- The following shall be submitted with each application, if applicable:
- 1). Complete sets of plans (see checklist section for details)
 - 2). Completed ROW Excavation permit application
 - 3). Erosion Control cost estimate. Once approved, a bond will be required prior to permit issuance
 - 4). Construction Schedule for project (required)
- *Approval by City of Bloomington Utilities is required prior to permit issuance

(OFFICE USE ONLY)

Application #: _____
 Permit Fee: \$ _____
 Date Issued: _____
 Permit Reviewer: _____

- Plan Checklist:**
- Scale, Date, Preparation Date
 - Existing & proposed contours, structures and improvements
 - Landscape Plan with existing and proposed vegetation
 - Location of any protected environmental features
 - Location and type of Erosion Control measures (i.e. silt fence, straw bales, rip rap, check dams)
 - Location of construction entrance (only one allowed)
 - Location of stockpile area

Erosion Control Responsibility

As outlined in Bloomington Municipal Code Section 20.05.040 entitled Environmental Standards; Siltation and Erosion Prevention: In this section, I designate myself the responsible party for all erosion control measures. This indicates my compliance with the Erosion Control Chapter and binds myself to all regulations contained therein. This is in effect until the project is completed or a new Memorandum of Erosion Control Responsibility is filed with the authorized representative of the City Planning and Transportation Department.

[Signature] _____ Dusty Taylor _____ 1-11-2024
 (Signature of Responsible Party) (Print Name) (Date)

Certification

(1) I am authorized to make this application. (2) I have read this application and attest that the information which has been furnished (including that contained in the plans) is correct. (3) The plans that have been furnished to the City Planning and Transportation Department are the basis upon which the City of Bloomington is entitled to act in issuing or revoking any permit for grading. (4) If there is any misrepresentation in this permit or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (5) I agree to comply with all City of Bloomington Ordinances, permit conditions and State Statutes, which regulate the grading of property. (6) I will abide by all City of Bloomington inspections and conditions of approval. (7) I will have the approved permit and plans (or copies) on the job site at all times.

I agree to the above mentioned criteria as well as the City Planning and Transportation Department's Certificate of Zoning Compliance (see attached).

[Signature] _____ Dusty Taylor _____ 1-11-2024
 (Signature of Responsible Party) (Print Name) (Date)

ESTIMATE

Prepared For

Bryan Rentals Inc
1440 S Liberty Dr
Bloomington , IN 47403

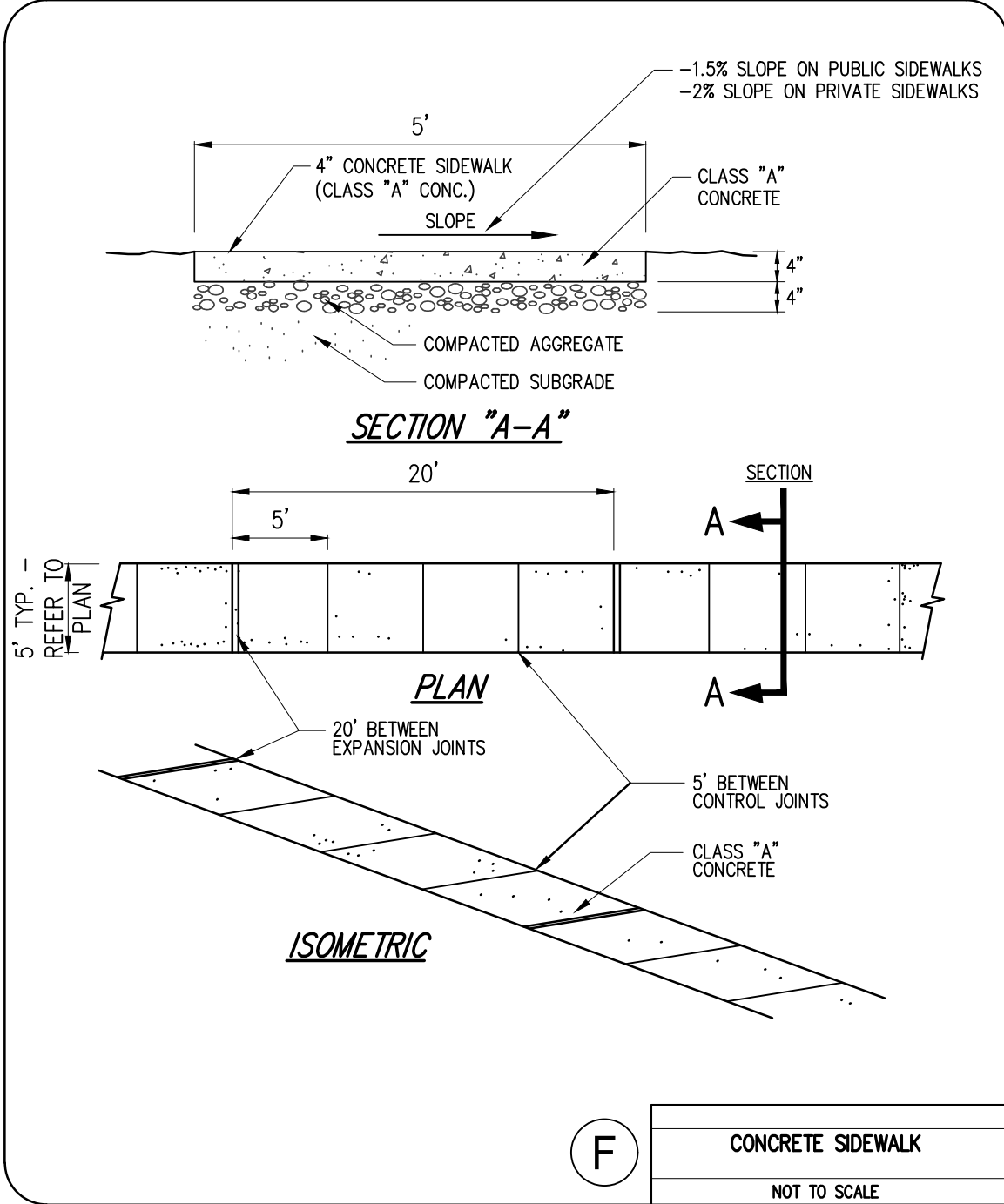
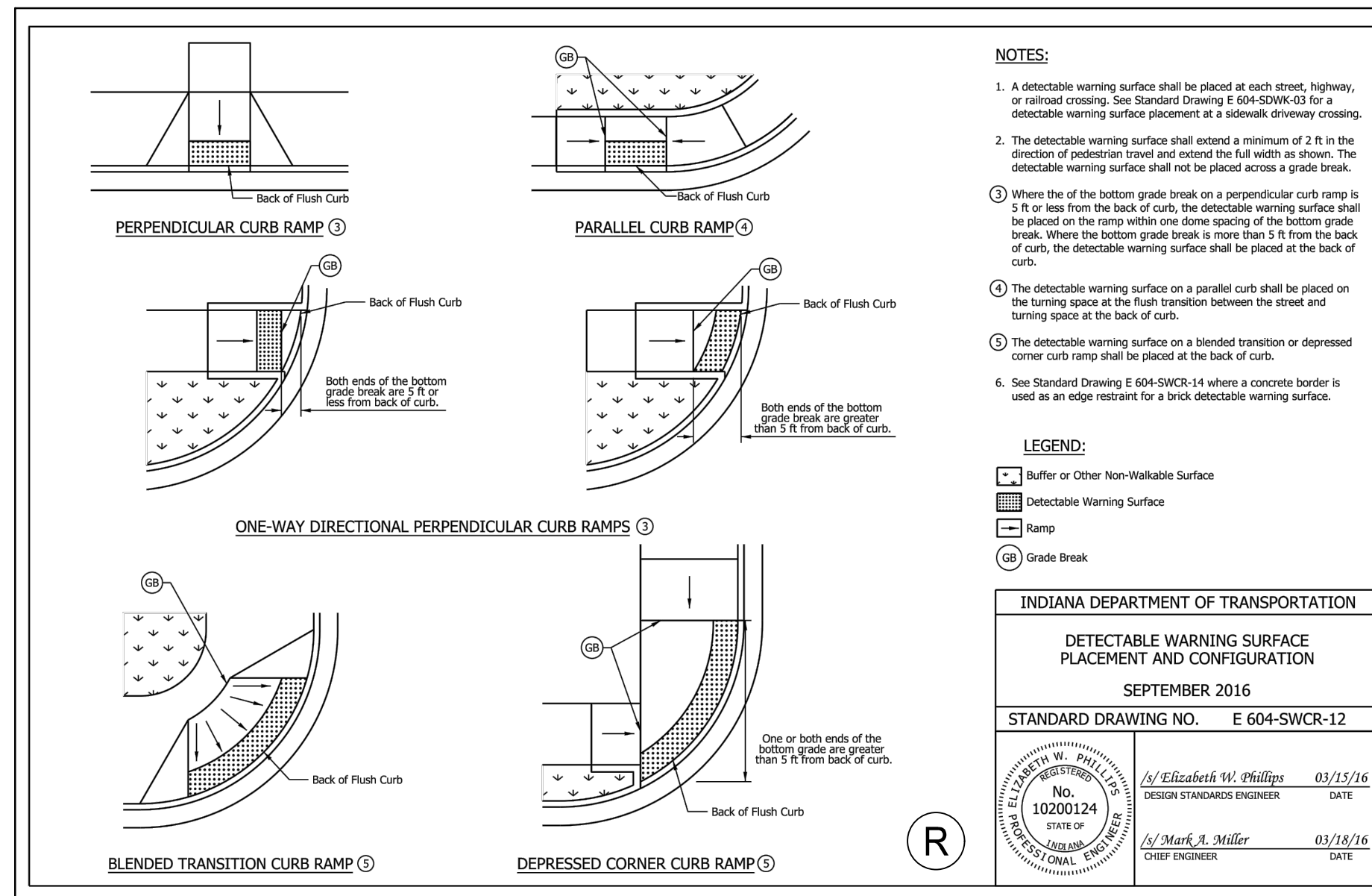
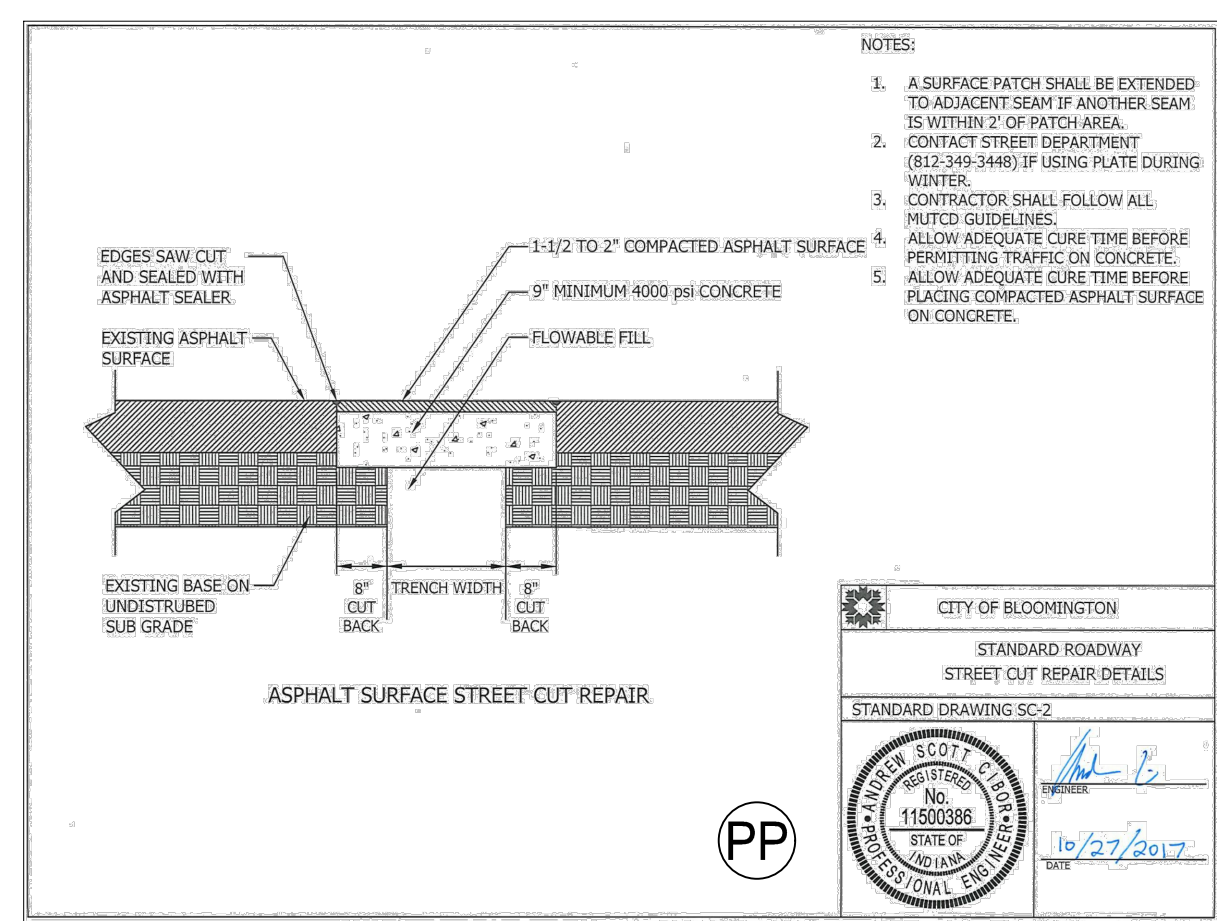
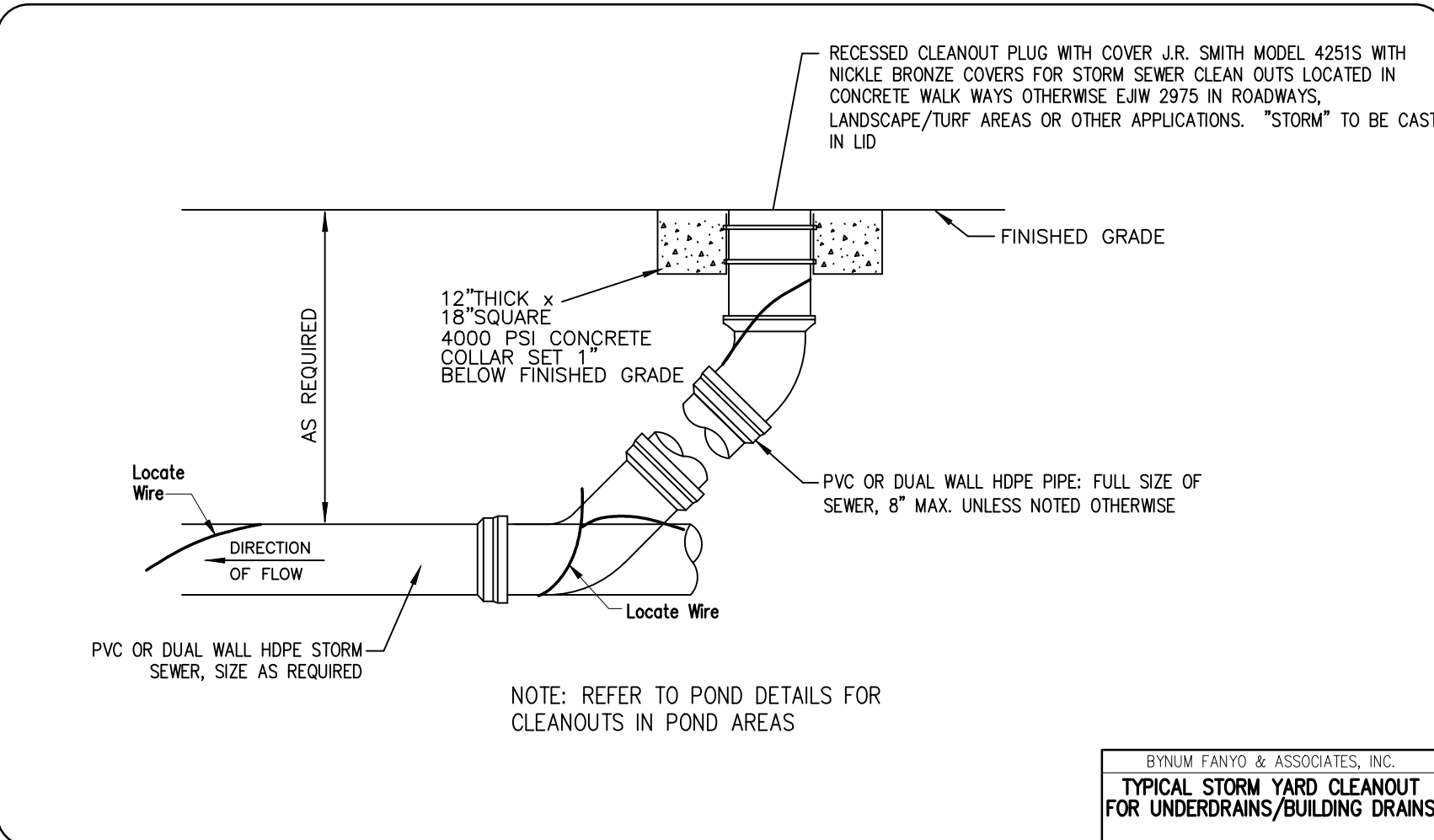
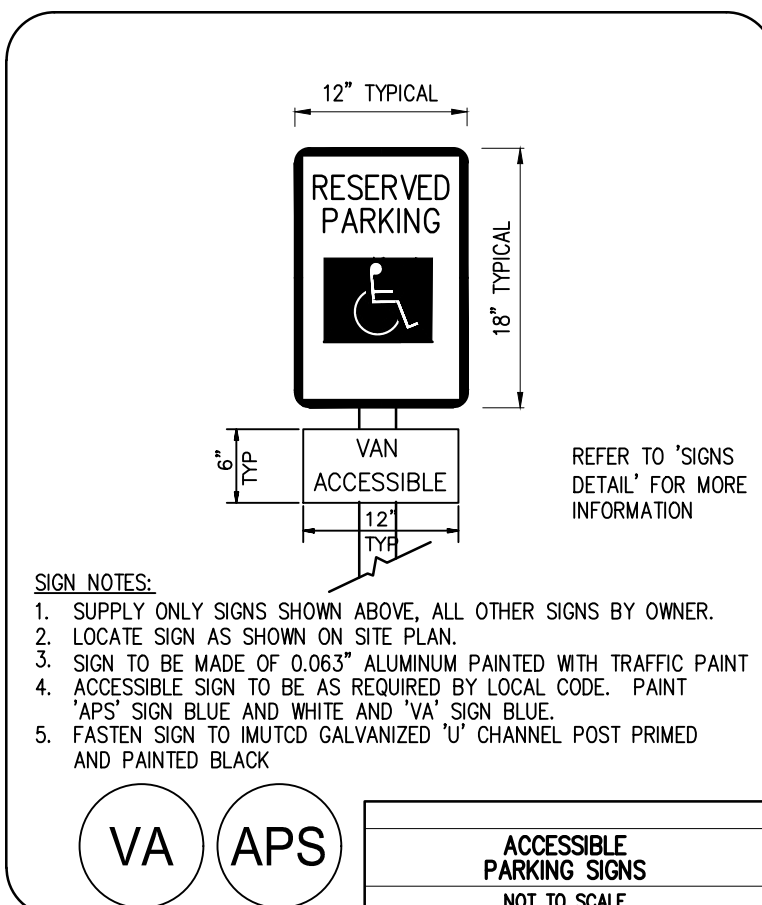
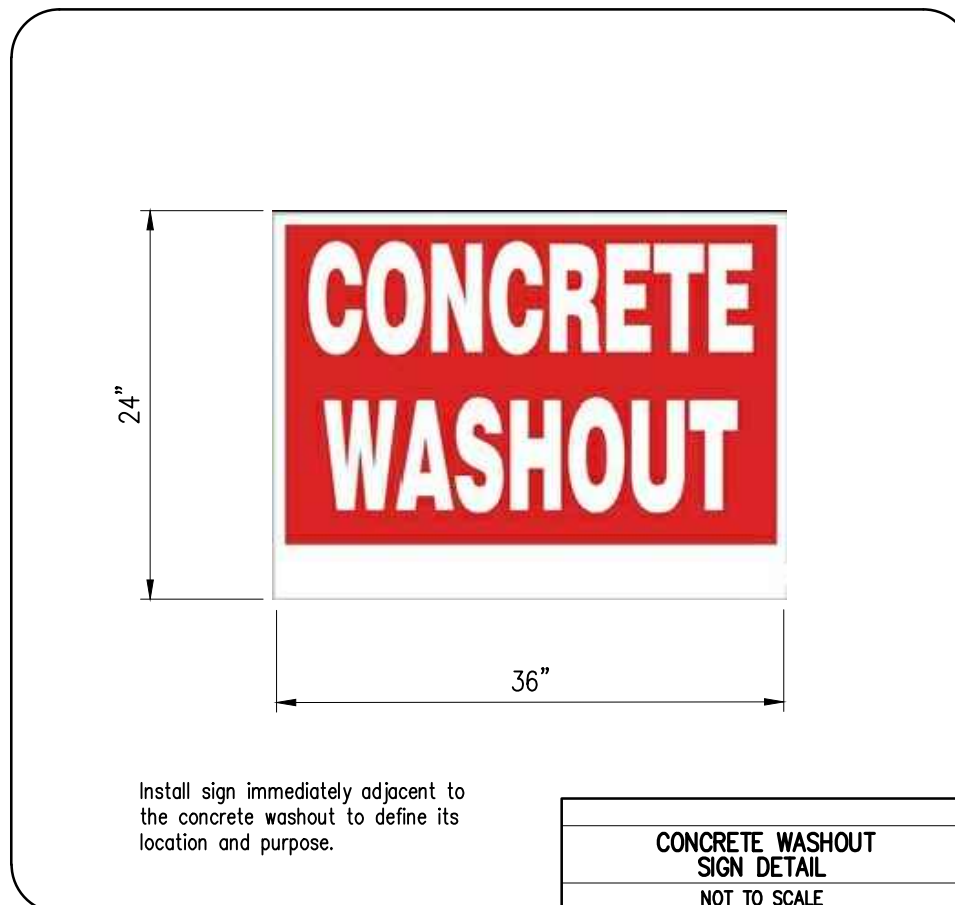
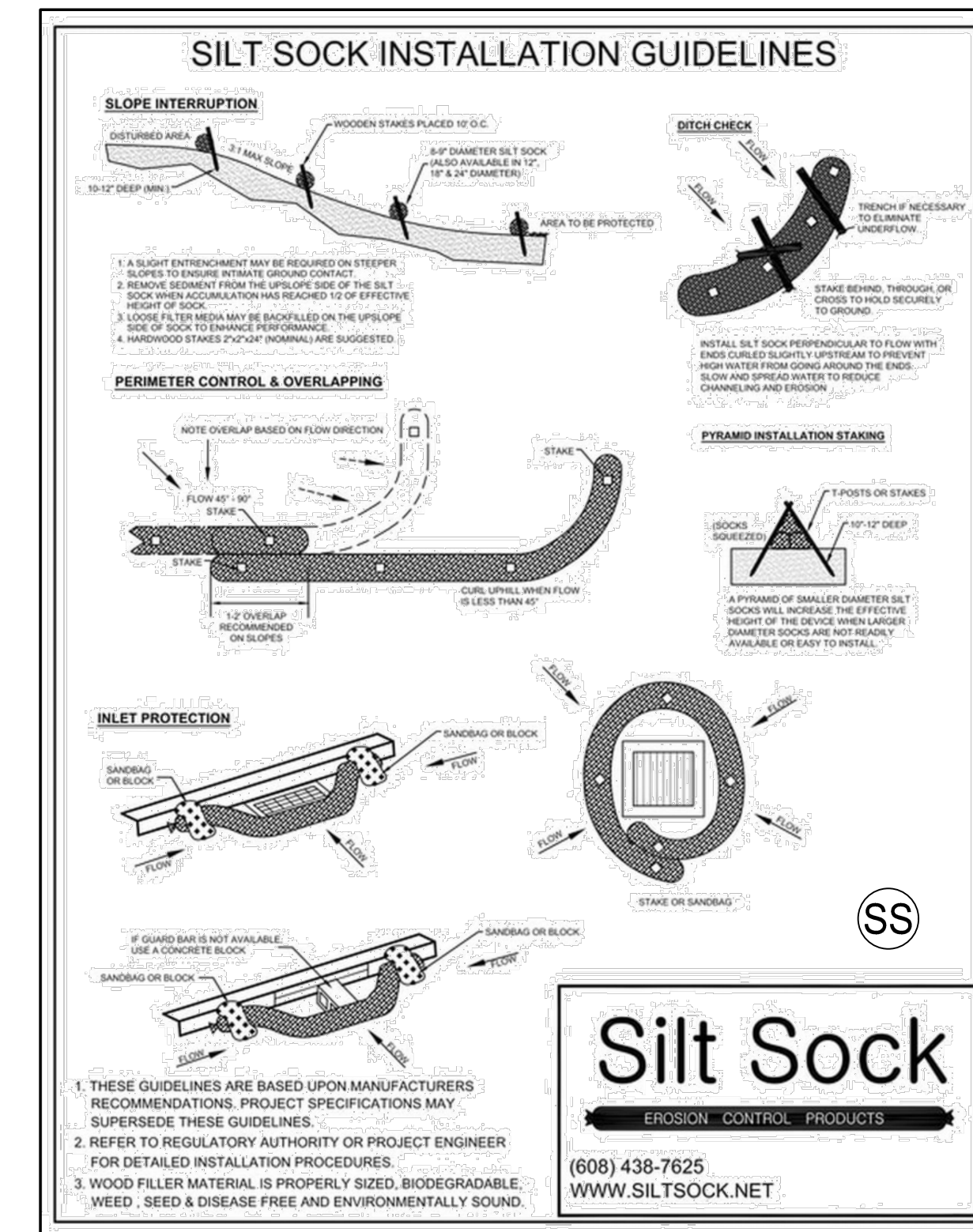
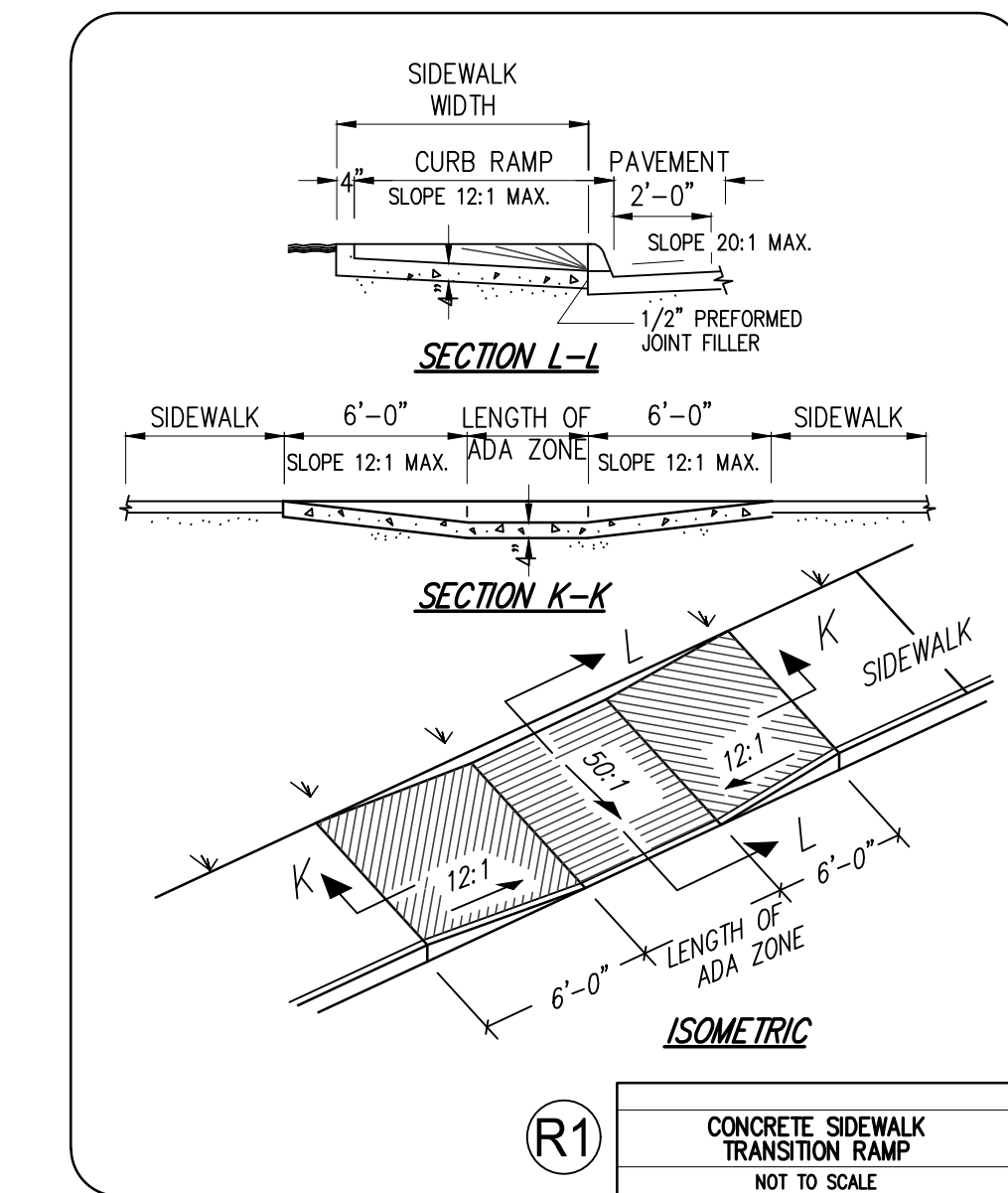
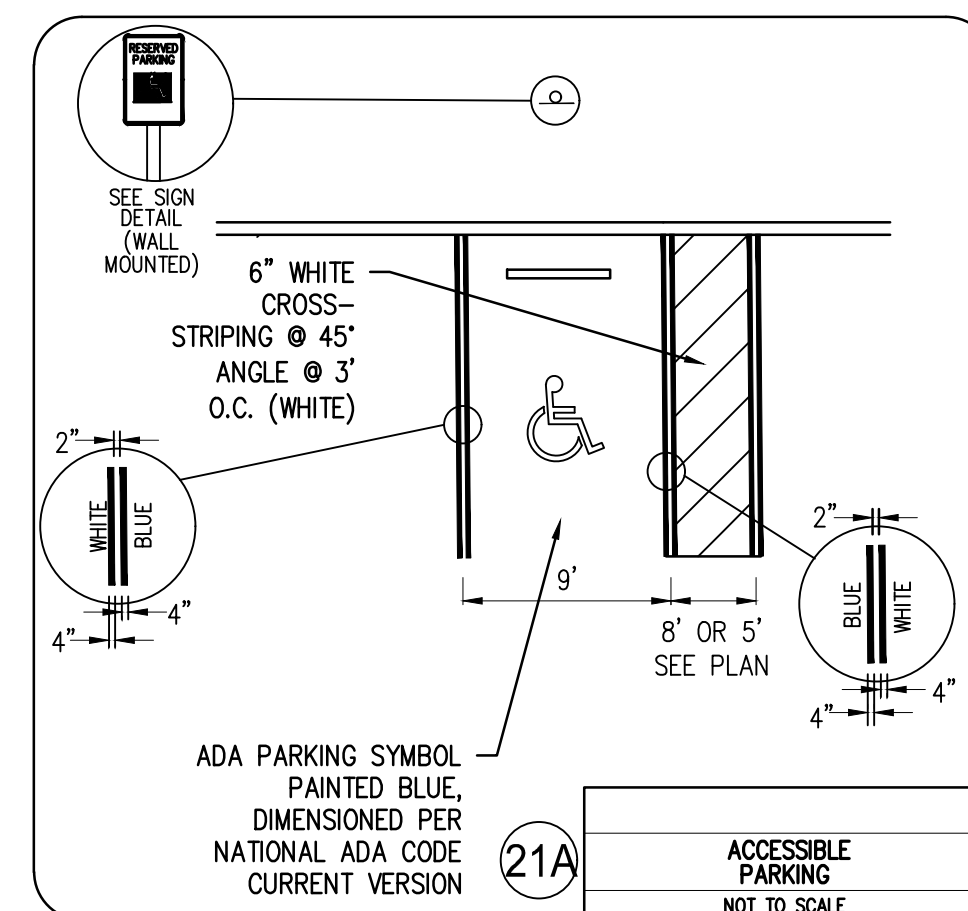
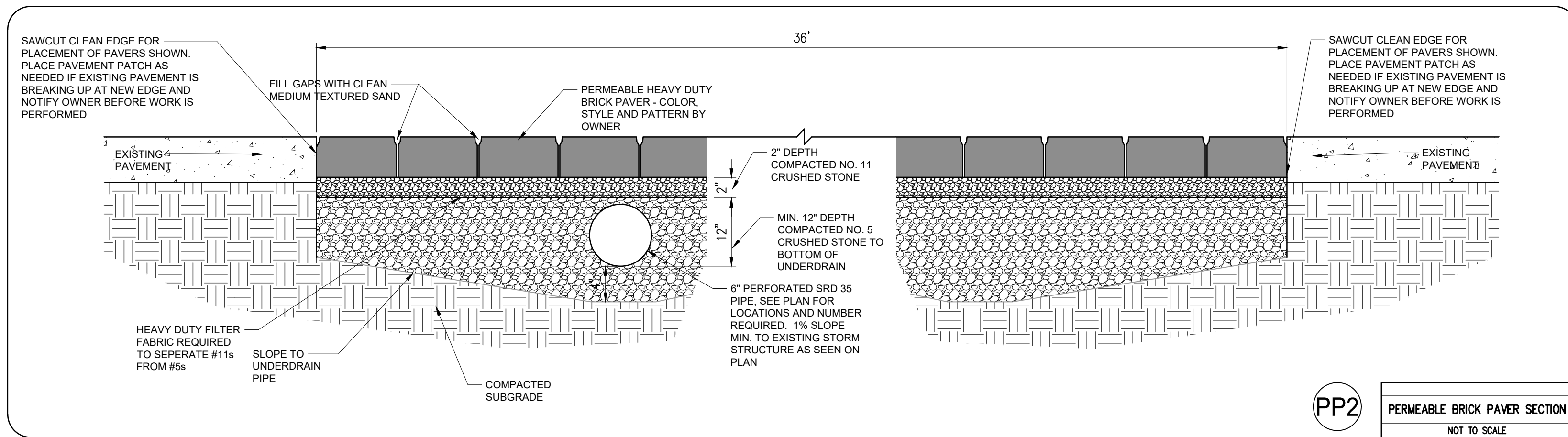
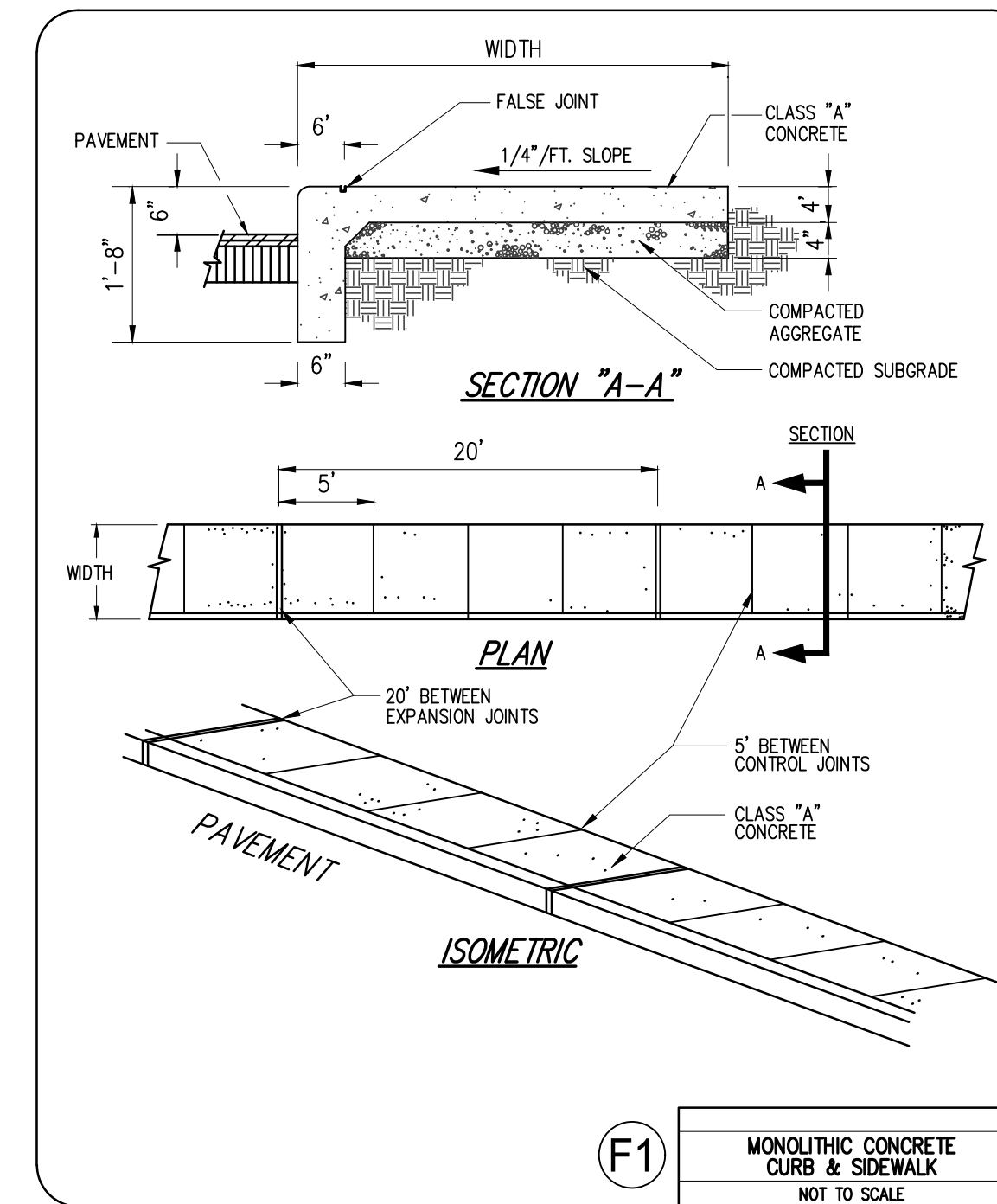
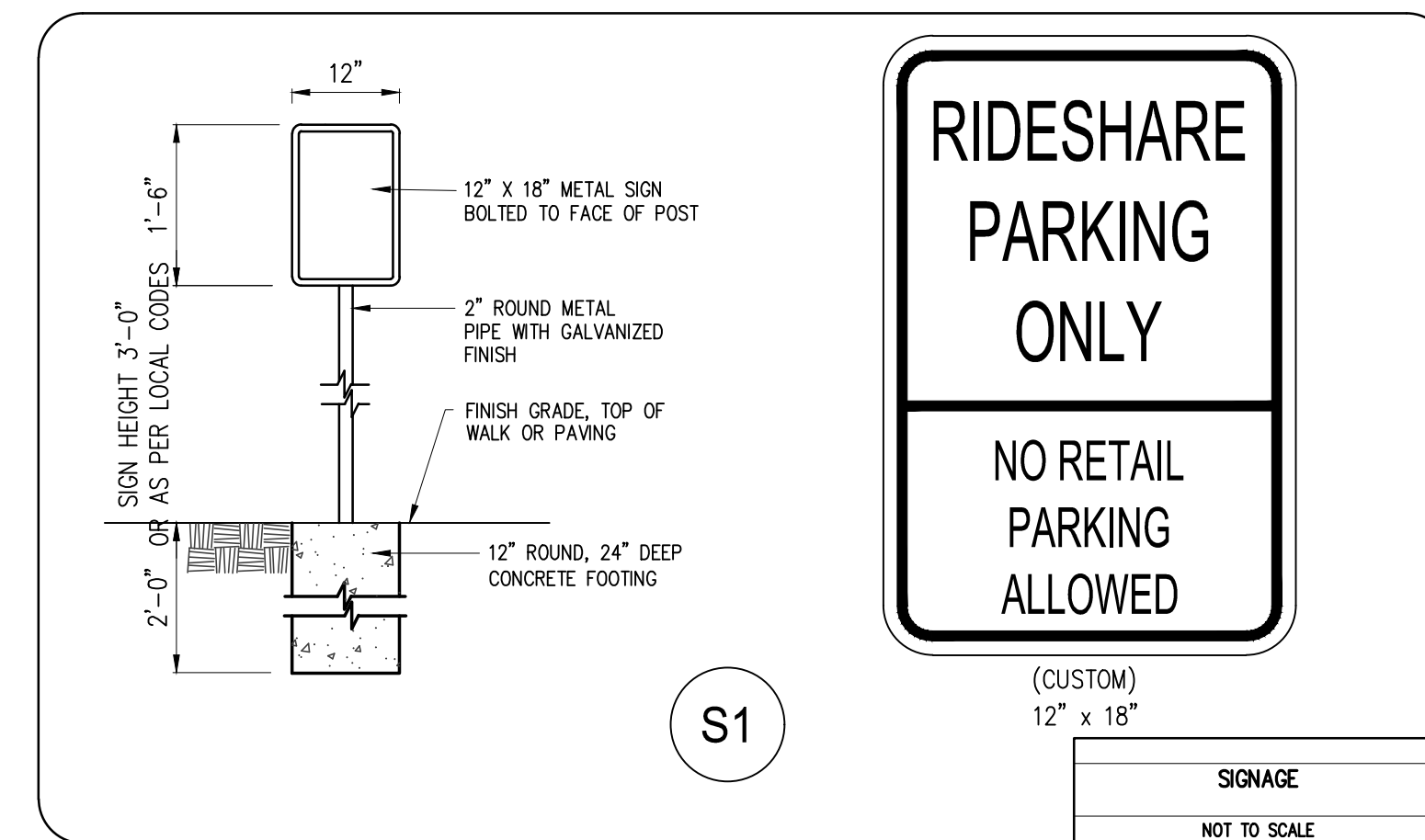
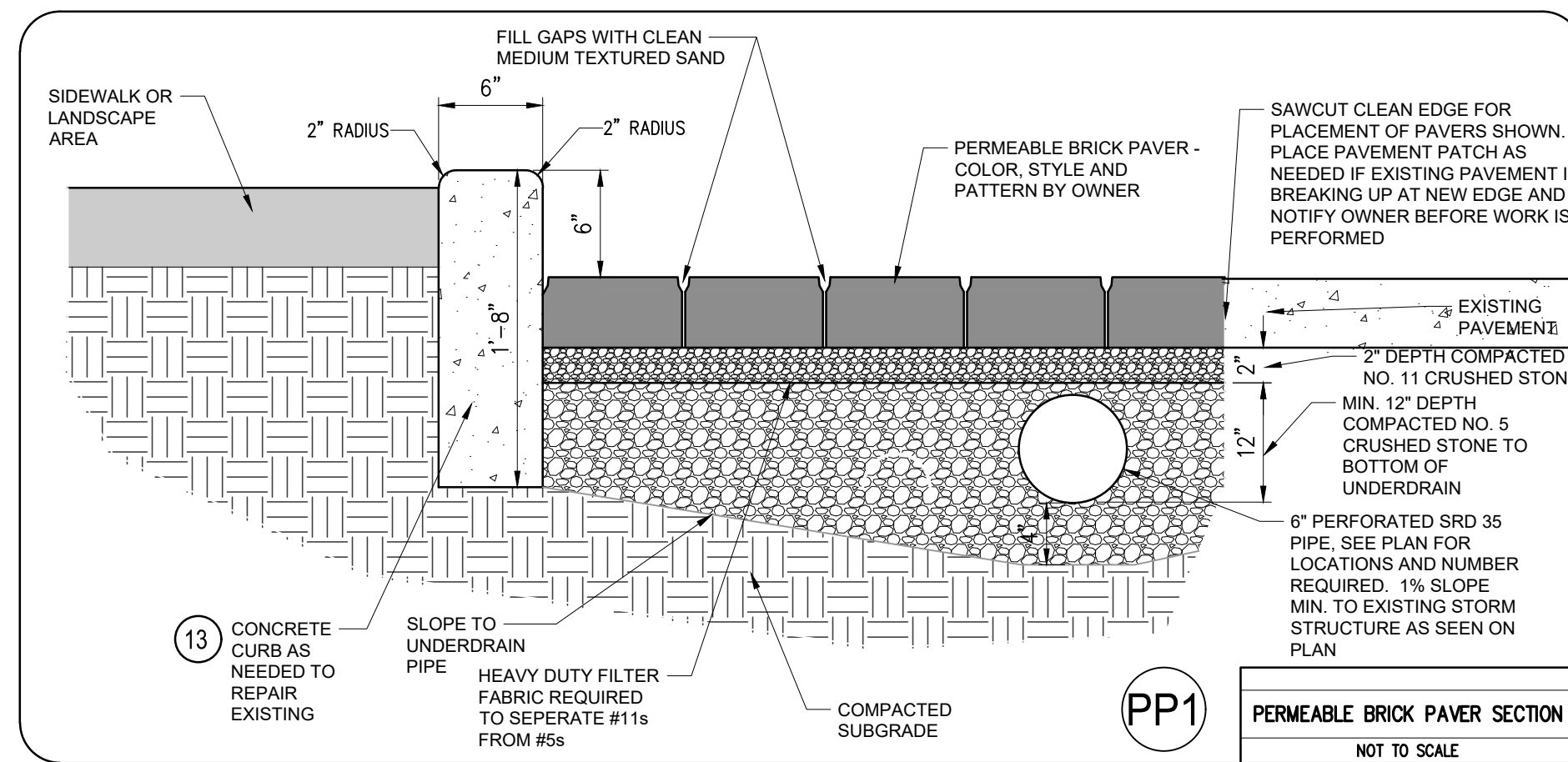
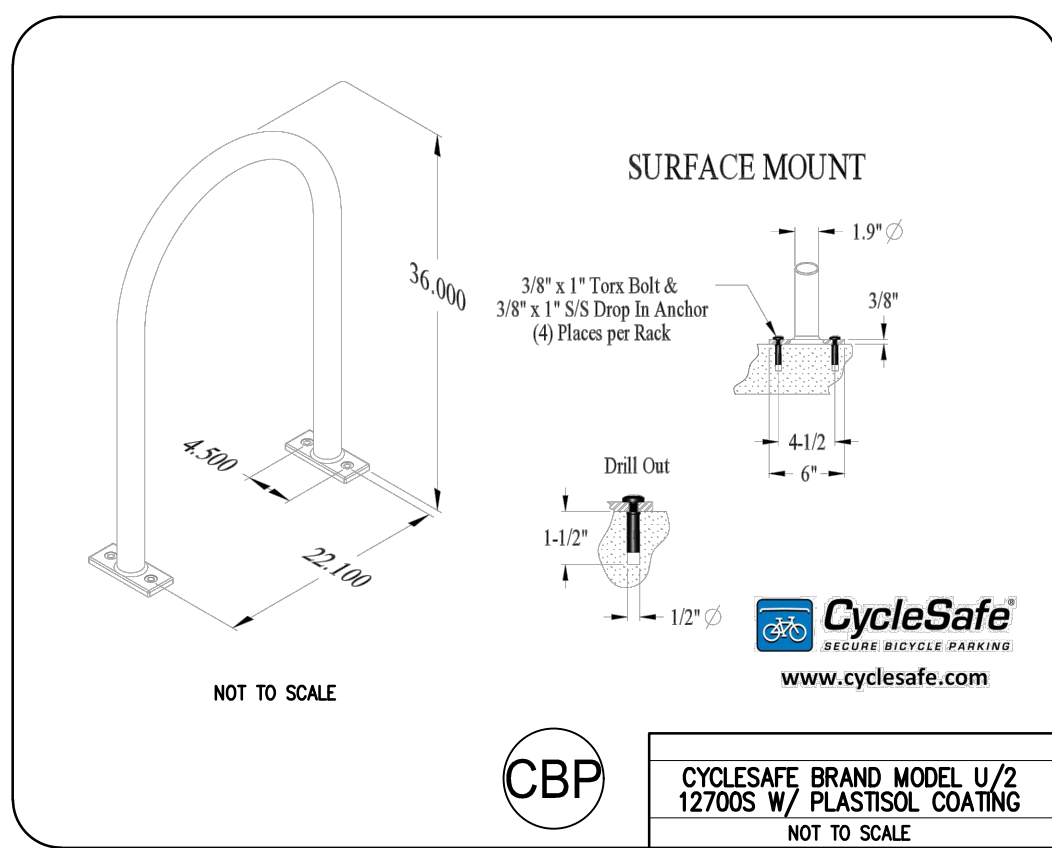
TAYCon Of Bloomington

3927 Nimit Drive
Bloomington, Indiana 47401
Phone: (812) 322-3284
Email: dtaylor@taycon.info
Web: www.taycon.info

Estimate # 810
Date 01/12/2024

Description	Quantity Qty	Total
Erosion Control Estimate	1	\$3,000.00
123 S Kingston Drive		
Erosion control measures to include silt sock and inlet protection as shown per site plan.		
	Subtotal	\$3,000.00
	Total	\$3,000.00

thank-you for the opportunity to TAYCon your business



revisions:

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

BYNUM FANYO & ASSOCIATES, INC.

52B north walnut street
Bloomington, Indiana
(812) 332-2990 (Fax)

JEFFREY S. FANYO
No. 18283
STATE OF INDIANA
PROFESSIONAL ENGINEER

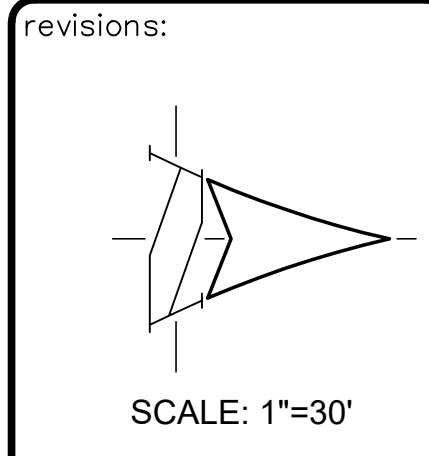
certified by *[Signature]*

PROPOSED
ACADEMY SPORTS

123 SOUTH KINGSTON DRIVE
BLOOMINGTON, IN

title: MISCELLANEOUS & EROSION DETAILS

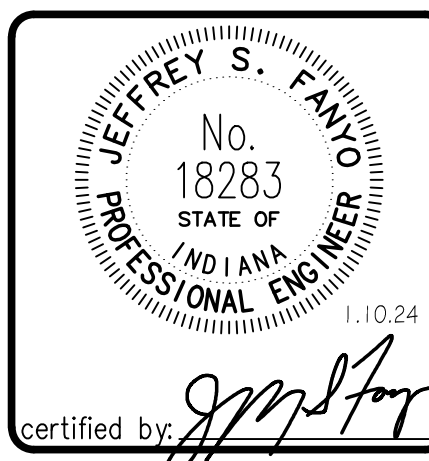
designed by: JSF
checked by: JSF
sheet no: C201
project no: 402350



SCALE: 1"=30'

ARCHITECTURE
CIVIL ENGINEERING
PLANNING
BYNUM FANYO & ASSOCIATES, INC.
Bloomington, Indiana
(812) 339-2990 (Fax)

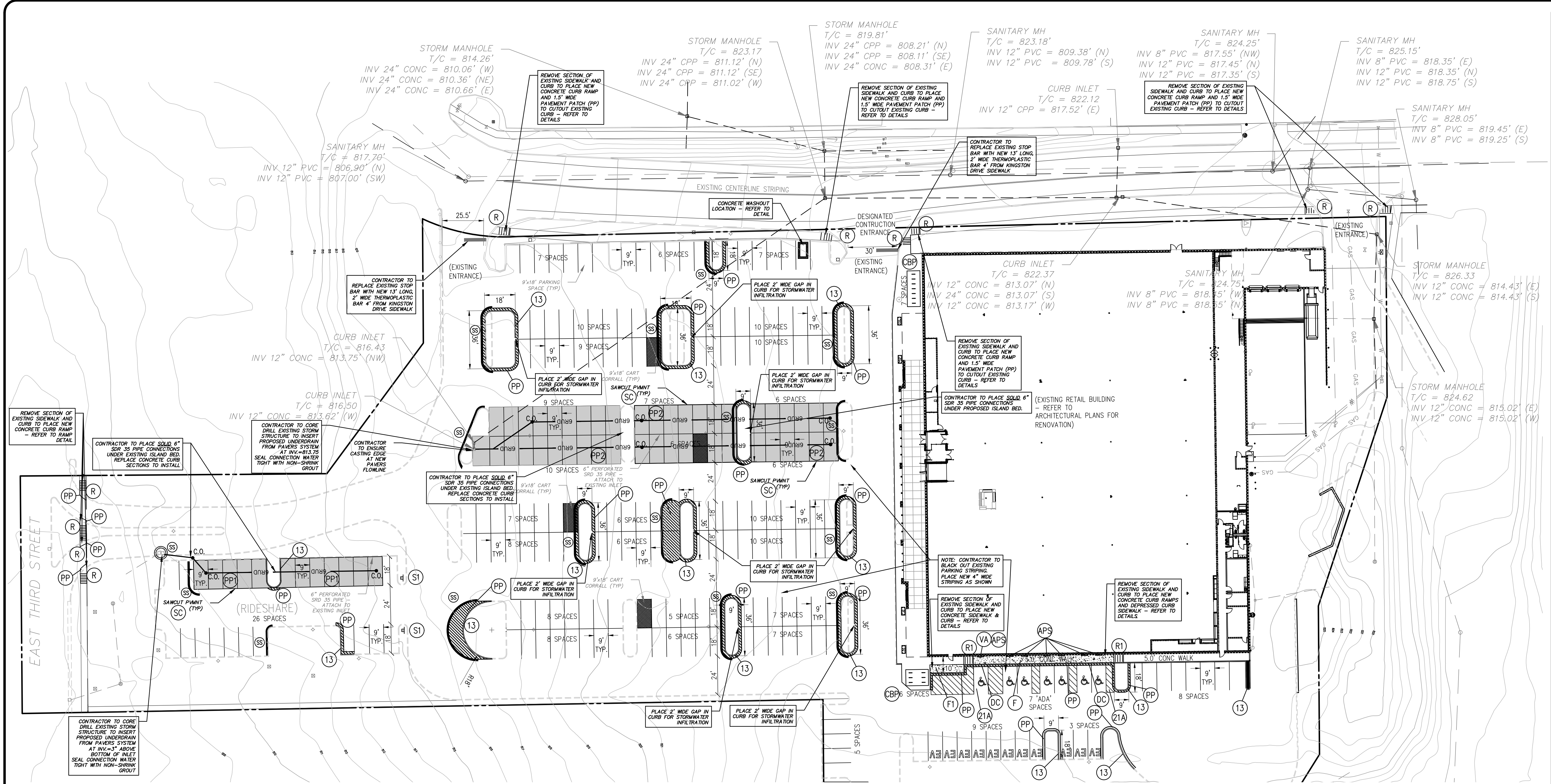
52B north walnut street
(812) 332-8030



certified by *[Signature]*

PROPOSED
ACADEMY SPORTS
123 SOUTH KINGSTON DRIVE
BLOOMINGTON, IN

title: SITE, GRADING & UTILITY PLAN
designed by: JSF
drawn by: TJN
checked by: JSF
sheet no: C101
project no.: 402350



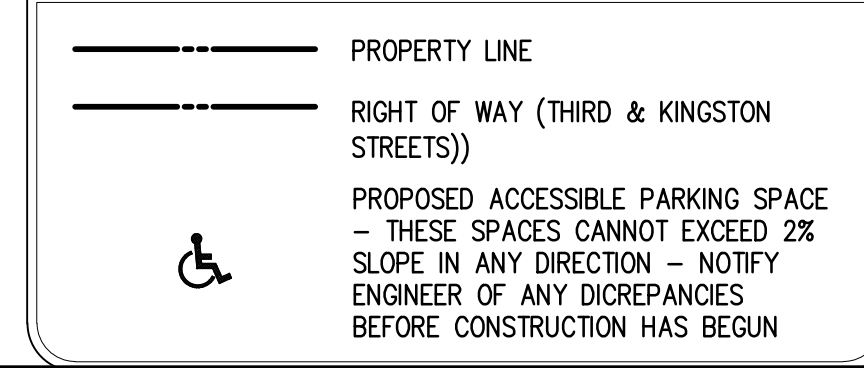
SITE LEGEND

- (S1) PROPOSED PARKING LOT SIGN - REFER TO DETAIL
- (PP1) PROPOSED PERMEABLE PAVERS WITH CURB - REFER TO DETAIL
- (PP2) PROPOSED PERMEABLE PAVERS (NO CURB) - REFER TO DETAIL
- GRUD C.O. 6" PERVIOUS PAVERS PARKING LOT UNDER DRAIN PIPE LOCATION AND CLEANOUTS - REFER TO 'PP' DETAILS FOR MORE INFORMATION AND CLEANOUT DETAIL
- (SC) SAWCUT (TYPICAL)
- (CBP) COVERED BIKE PARKING ON LEVEL CONCRETE - REFER TO DETAIL
- (R) PROPOSED INDOT SIDEWALK ACCESSIBLE RAMP - REFER TO DETAIL 'R' - NO GROOVES REQUIRED. DETECTABLE WARNINGS ARE REQUIRED FOR THESE RAMPS PER DETAIL
- (R1) ACCESS RAMP (PARKING) - REFER TO DETAIL
- (F) SIDEWALK FLUSH WITH PAVEMENT - REFER TO DETAIL
- (F1) SIDEWALK WITH CURB - REFER TO DETAIL
- (VA) 'VAN ACCESSIBLE' SUPPLEMENTAL PARKING SIGN - REFER TO DETAIL
- (APS) ACCESSIBLE PARKING SIGN - REFER TO DETAIL
- (13) PROPOSED 6" HIGH STANDING CURB - REFER TO DETAIL
- (SS) SILT-SOCK EROSION PROTECTION - REFER TO DETAIL
- (PP) PAVEMENT REPAIR PATCH - 18" MIN. WIDTH, SAWCUT EXISTING TO REMOVE PAVEMENTS AND CONSTRUCT NEW ISLANDS - SEE DETAIL
- (21A) 'ADA' PARKING AREA STRIPING - SEE DETAIL
- (DC) DEPRESSED CURB - USE '13' DETAIL WITH 0' CURB HEIGHT

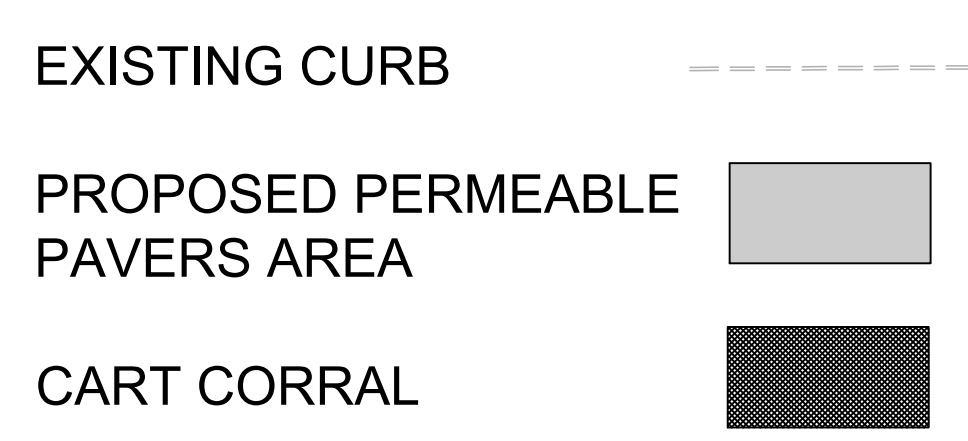
GENERAL NOTES:

1. SURVEY INFORMATION PROVIDED BY CLIENT FROM OUTSIDE SOURCES.
2. ELEVATION CONTOURS TAKE FROM LIDAR WITH SURVEY DATE OF MARCH 13, 2011 TO APRIL 30, 2012.
3. SPOT GRADES SURVEYED BY BYNUM FANYO ASSOCIATES SEPTEMBER 30, 2023.
4. ADDITIONAL TOPOGRAPHICAL SURVEY ALONG KINGSTON BY BYNUM FANYO ASSOCIATES DECEMBER 2023 & JANUARY 2024.
5. ALL CURB RADII TO BE 5' (OR 4.5' FOR 9' WIDE ISLANDS) UNLESS OTHERWISE NOTED

GENERAL LEGEND



SHEET LEGEND



PARKING SPACE TOTAL

TYPE (ALL 9'X18')	AMOUNT
REGULAR	205
RIDESHARE	26
ADA	7
EV	11
CART CORRAL	3
TOTAL	252
BIKE PARKING	13

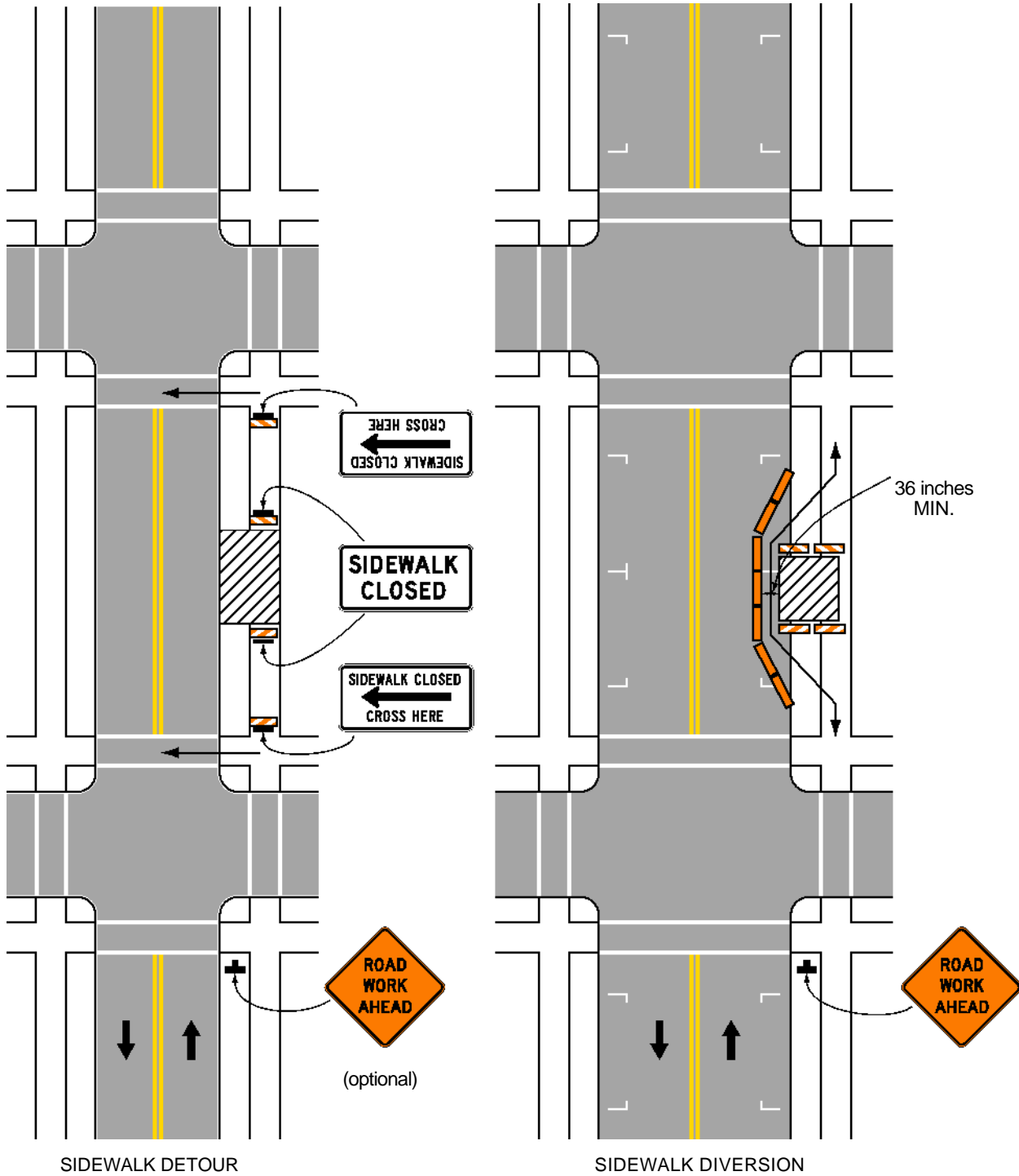
TOTAL AREA = 227057 SF = 5.21 acres = 100%
 TOTAL IMPERVIOUS = 182373 SF = 4.19 acres = 80%
 TOTAL PERVIOUS = 44684 SF = 1.02 acres = 20%

TOTAL DISTURBED AREA = 13073 SF = 0.30 acres

NOTE TO CONTRACTOR
 CONTRACTOR TO CONTACT CBU UTILITIES TECHNICIAN AT (812)-349-3676 PRIOR TO START OF CONSTRUCTION FOR THE PURPOSE OF SCHEDULING A PRE-CONSTRUCTION MEETING

NOTE TO CONTRACTOR
 CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Board of Public Works Staff Report

Project/Event: 4th Street Garage Parking Condensate Pans
Petitioner/Representative: PW Parking Services, Jess Goodman
Staff Representative: Jess Goodman
Date: 3.13.2024

Report:

HFI shall provide the following services:

Inclusions:

- Fabricate four (4) condensate pans for four (4) large LG heat pumps.
- Raise existing LG heat pumps and install new condensate pans under them.
- Furnish and install condensate piping from each pan to existing 6" PVC stack nearby.
- Furnish and install heat tracing on all condensate piping and pans to prevent freezing of water in freezing temperatures.
- Insulate all new condensate piping between pans and stack.
- Startup and verify operation.
- Lift Rental.

Exclusions:

- Work beyond the scope of work listed above.
- Overtime/Shift Work.
- Sales Tax.

Total cost of contract = \$55,000.00

Project Funding Source: 439-15-159002-53990

Recommend **Approval** **Denial by:** Jess Goodman

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, INC

Contract Amount: Not to Exceed \$55,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
------------------------------	--

In 4th Street garage the condensing units were not designed correctly to drain the water out/off properly. Therefore, it was considered a design flaw by CSO architects. This needs to be fixed because in the winter months it freezes and is a safety issue and other months you have standing pools of water where cars park daily. Furthermore, the same condensing units are in front part of the garage and were fixed successfully by HFI. This would be a continuation

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

HFI was the selected vendor to install the condensing units in the 4th Street Garage during construction of the garage. However, after installing the units and watching them perform, the design team CSO architect determined this was a design flaw due to there was no drain pans install to push the water to drainage properly in the garage. Since there were no drain pans each unit would expel enough water were it was creating pools of standing water in our bike locker area. These same condensing units which were also installed by HFI, which are located in another part of 4th street garage, have the exact same issue. Since HFI installed the condensing units and successfully fix the first area by bike lockers we are requesting to use this vendor once again. HFI has prior knowledge of these types of units, how they were installed, and how to successfully fix this same issue just in a different location in the garage.

Jessica Goodman

Print/Type Name

Parking Garage Manager

Print/Type Title

PW/Parking Services

Department



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase Equipment Compatibility GSA Special Pricing No response to RFQ/ITB
- Licensing Agreement Governmental Discount Single/Sole Source Impair City Operations

Email this Request Form to Jessica McClellan: jessica.mcclellan@bloomington.in.gov

- 1) Request Date March 13, 2024
- 2) Requestor Name Jessica Goodman
 Department Parking Services Division
 Telephone and E-mail 812.349.3928 goodmanj@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 55,000
 Recommended Vendor HFI-Harrell-Fish, INC
 Budget Line 439-15-159002-53990

4) Enter item description: 4th Street Garage Condensing Unit Pans

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

HFI was the selected vendor to install the condensing units in the 4th Street Garage during renovation/construction of the garage. However, after installing the units and watching them perform, the City of Bloomington, and CSO architect design team determined this was a design flaw; due to there were no drain pans intalled to push the water the units produced to properly drain in the garage. Since there were no drain pans (units by parking office area), each unit would expel enough water where it was creating pools of standing water in our bike locker area (cold temps made this area an ice rink). These same condensing units which were also installed by HFI, and are located in the lower level of 4th street garage, and were determined to have the same design flaw. Since HFI installed the condensing units and successfully fix the first area by bike lockers (outside parking office), we are requesting to use this vendor once again. HFI has prior knowledge of these types of units, how they were installed, and how to successfully fix this design flaw. We are just requesting HFI do this again in the lower level of the garage.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

Installation of condensing unit drainage pans with heat trace for 4 units in lower level 4th Street garage. HFI has successfully fixed the first 1 set of condensing units with no further issues. Therefore, using HFI is the most qualified contractor to meet the special purchasing method.

Detail the research performed to determine this purchase method is the best solution for the city. HFI installed all condensing units in 4th Street garage during construction of this newly renovated facility. HFI successfully fixed the 1st set of condensing units by the new parking office. HFI has prior knowledge of this garage project during construction and is fully aware of this design flaw and how to remedy this standing water issue.

Describe why this vendor and solution was chosen.

See above answers above.

Approved By:

Jessica McClellan

Digitally signed by Jessica McClellan
Date: 2024.03.18 17:12:34 -04'00'

Jessica McClellan
Controller

Date



 Department Head

3.18.24
 Date

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND HARRELL FISH, INC.**

This Agreement, entered into on this 26th day of March, 2024, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell Fish, Inc. (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall install 4 condensate pans for four large LG heat pumps, piping from each pan to the existing PVC stack, heat tracing on all piping, and insulate new piping. These services will be performed at the City of Bloomington Fourth St. garage (“Services”) for a set price not to exceed Fifty Five Thousand dollars (\$55,000.00). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jessica Goodman, Parking Garage Manager, Public Works Parking Services Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Five Thousand dollars (\$55,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jessica Goodman, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: HFI, 2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

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

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

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

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

Article 26. Living Wage Ordinance Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and

up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

HFI, Harrell-Fish Incorporated

Margie Rice, Corporation Counsel

Aaron Wagoner, Account Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

- 1. The undersigned is the _____ of _____.
(job title) (company name)
- 2. The 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 herby 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____.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

HARRELL FISH, INC.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Click here to enter text. of Click here to enter text.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following: Click here to enter text.

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
James Stowers	01-Double charged for cats, always 2 for 1 and he was charged se		03/28/2024	90.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$90.00</u>
		Transactions		
Account 43450 - Boarding Fees				
Nicholas Atkins	01-Paid for 10 Bit quarantine, but then did In-Home quarantine		03/28/2024	90.00
	Account 43450 - Boarding Fees Totals	Invoice 1		<u>\$90.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01- Markers & post it notes		03/28/2024	17.31
6530 - Office Depot, INC	01- Animal Control officer office Desk		03/28/2024	494.09
	Account 52110 - Office Supplies Totals	Invoice 2		<u>\$511.40</u>
		Transactions		
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01 - Metacam Susp		03/28/2024	39.79
5463 - Campbell Pet Company	01-Leashes (500)		03/28/2024	651.05
5463 - Campbell Pet Company	01- cat boxes (240)		03/28/2024	1,590.64
4586 - Hill's Pet Nutrition Sales, INC	01- Adult Cat food 35 lb (8)		03/28/2024	114.24
4586 - Hill's Pet Nutrition Sales, INC	01 - Prescription Veterinary diet Pet Food		03/28/2024	133.63
4586 - Hill's Pet Nutrition Sales, INC	01- dog, puppy & kitten food		03/28/2024	483.57
3929 - IDEXX Laboratories, INC	01-Diagnostics: Fiv/Felv, Heartworm & parvo test kits		03/28/2024	2,320.63
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding		03/28/2024	244.50
4549 - Kroger Limited Partnership I	01-supplies for foster training		03/28/2024	59.57



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

4633 - Midwest Veterinary Supply, INC	01- Lactulose oral Solution	03/28/2024	15.27
4633 - Midwest Veterinary Supply, INC	01- vinyl exam gloves (L)	03/28/2024	27.35
4633 - Midwest Veterinary Supply, INC	01- vinyl exam gloves (M & XL)	03/28/2024	53.95
4633 - Midwest Veterinary Supply, INC	01- Fluids-lactated ringers	03/28/2024	79.47
4633 - Midwest Veterinary Supply, INC	01- Vet wraps, Antibiotic cream	03/28/2024	90.51
4633 - Midwest Veterinary Supply, INC	01- ID bands	03/28/2024	92.83
4633 - Midwest Veterinary Supply, INC	01-Partnership program rebate	03/28/2024	(328.78)
4633 - Midwest Veterinary Supply, INC	01- antibiotics and needles	03/28/2024	371.78
4633 - Midwest Veterinary Supply, INC	01- Antiparasitics and antibiotics	03/28/2024	655.06
4633 - Midwest Veterinary Supply, INC	01- antibiotics and Antiparasitics	03/28/2024	900.57
Account 52210 - Institutional Supplies Totals		Invoice 19 Transactions	\$7,595.63
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01- laundry detergent	03/28/2024	96.98
313 - Fastenal Company	01- laundry detergent	03/28/2024	96.98
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2 Transactions	\$193.96
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01 - 3 keyboard/mouse combo	03/28/2024	48.42
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$48.42
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01 - Spay Surgery for Pearl	03/28/2024	175.90
6529 - BloomingPaws, LLC	01- spay surgery for Maxine	03/28/2024	175.90
6529 - BloomingPaws, LLC	01- spay surgery for Bobby Lynne	03/28/2024	175.90
6529 - BloomingPaws, LLC	01- Rabbit S/N Surgery for Oreo	03/28/2024	219.50
3376 - Bloomington Pets Alive, INC	01- Spay/Neuter Surgeries 2/5-2/28/24	03/28/2024	11,669.89



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

175 - Monroe County Humane Association, INC

01-Spay/Neuter Surgeries-3/5/24	03/28/2024	532.00
Account 53130 - Medical Totals	Invoice 6	<u>\$12,949.09</u>
	Transactions	

Account **53610 - Building Repairs**

32 - Cassidy Electrical Contractors, INC

01-Checking Breakers -heater use caused it to trip	03/28/2024	95.00
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321 - Harrell Fish, INC (HFI)

01-SA Replaced Cartridges & Mixing Valve-2/13/24	03/28/2024	4,162.35
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Account 53610 - Building Repairs Totals	Invoice 2	<u>\$4,257.35</u>
	Transactions	
Program 010000 - Main Totals	Invoice 34	<u>\$25,735.85</u>
	Transactions	

Program **010001 - Donations Over \$5K**

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01 - Wound treatment for Frieda	03/28/2024	62.26
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6529 - BloomingPaws, LLC

01-Mastitis exam for Wisp	03/28/2024	65.00
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6529 - BloomingPaws, LLC

01- Surgery follow up for Colt	03/28/2024	150.36
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6529 - BloomingPaws, LLC

01- wound cleaning & surgical treatment for Frieda	03/28/2024	200.86
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6529 - BloomingPaws, LLC

01- Mass removal for Farley	03/28/2024	241.43
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6529 - BloomingPaws, LLC

01- Surgical wound repair for Frieda	03/28/2024	331.17
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6529 - BloomingPaws, LLC

01- Cherry Eye repair for Mosby	03/28/2024	334.42
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6529 - BloomingPaws, LLC

01- Dental Surgery for Prince Charming	03/28/2024	409.90
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3929 - IDEXX Laboratories, INC

01 - Diagnostic Testing: Bloodwork	03/28/2024	287.99
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Account 53130 - Medical Totals	Invoice 9	<u>\$2,083.39</u>
	Transactions	
Program 010001 - Donations Over \$5K Totals	Invoice 9	<u>\$2,083.39</u>
	Transactions	
Department 01 - Animal Shelter Totals	Invoice 43	<u>\$27,819.24</u>
	Transactions	

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

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

02-Laminating Sheets for PW Admin Office	03/28/2024	19.99
Account 52110 - Office Supplies Totals	Invoice 1	<u>\$19.99</u>
	Transactions	

Account **53210 - Telephone**

1079 - AT&T	02-Radio circuits-phone charges 12/29/23-1/28/24	03/20/2024	180.23
1079 - AT&T	02-Radio circuits-phone charges 01/29-02/28/24	03/20/2024	180.23
	Account 53210 - Telephone Totals	Invoice 2	<u>\$360.46</u>
		Transactions	

Account **53990 - Other Services and Charges**

4408 - Environmental Systems Research Institute,INC ESRI	02- Public Works Portion -Annual Subscription (6)	03/28/2024	1,650.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$1,650.00</u>
		Transactions	
	Program 020000 - Main Totals	Invoice 4	<u>\$2,030.45</u>
		Transactions	
	Department 02 - Public Works Totals	Invoice 4	<u>\$2,030.45</u>
		Transactions	

Department **03 - City Clerk**

Program **030000 - Main**

Account **52110 - Office Supplies**

843 - A.E. Boyce Company, INC	03-Minute and Ordinance Paper	03/28/2024	311.61
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$311.61</u>
		Transactions	
	Program 030000 - Main Totals	Invoice 1	<u>\$311.61</u>
		Transactions	
	Department 03 - City Clerk Totals	Invoice 1	<u>\$311.61</u>
		Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04-Picture Frames for Art Projects	03/28/2024	113.05
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$113.05</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 1	<u>\$113.05</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Department 04 - Economic & Sustainable Dev Totals		Invoice 1	\$113.05
		Transactions	
Department 05 - Common Council			
Program 050000 - Main			
Account 53910 - Dues and Subscriptions			
6891 - Gatehouse Media Indiana Holdings	05 - Herald Times Subscription for Common Council 2024	03/28/2024	261.60
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	05 - 2024 IN Municipal Lawyers Association Dues - Lucas	03/28/2024	85.00
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	05 - 2024 IN Municipal Lawyers Association Dues - Kulak	03/28/2024	85.00
Account 53910 - Dues and Subscriptions Totals		Invoice 3	\$431.60
		Transactions	
Account 53990 - Other Services and Charges			
9128 - Matthew Solomon	05 -Reimb. of Travel for Public Safety Com. Event	03/28/2024	1,650.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$1,650.00
		Transactions	
Program 050000 - Main Totals		Invoice 4	\$2,081.60
		Transactions	
Department 05 - Common Council Totals		Invoice 4	\$2,081.60
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
3892 - Midwest Color Printing, INC	06-250 Business cards for OOTC - J. McClellan (Controller)	03/28/2024	64.83
53442 - Paragon Micro, INC	06-Adobe Acrobat Pro 2020 (J. McClellan)	03/28/2024	489.99
6792 - VARI Sales Corporation	06-Elec. Standing Desk 48x30 (J. McClellan)	03/28/2024	922.50
Account 52420 - Other Supplies Totals		Invoice 3	\$1,477.32
		Transactions	
Account 53990 - Other Services and Charges			
910 - FORVIS, LLP	06-year end prep-City's December 31, 2022 GAAP financial stateme	03/28/2024	24,675.00
5648 - Reedy Financial Group, PC	06-Annexation Consulting/printing - billing through2/29/24	03/28/2024	11,386.60
Account 53990 - Other Services and Charges Totals		Invoice 2	\$36,061.60
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

	Program 060000 - Main Totals	Invoice 5	\$37,538.92
		Transactions	
Department 06 - Controller's Office Totals		Invoice 5	\$37,538.92
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-undercabinet desk lights Z. Rogers, J. Inman. new tra	03/28/2024	215.82
	Account 52110 - Office Supplies Totals	Invoice 1	\$215.82
		Transactions	
Account 52420 - Other Supplies			
5099 - Office Three Sixty, INC	07-Office Furniture for 3 new positions	03/28/2024	10,074.83
	Account 52420 - Other Supplies Totals	Invoice 1	\$10,074.83
		Transactions	
Account 53990 - Other Services and Charges			
32 - Cassady Electrical Contractors, INC	07-Electrical install for New Traffic Engineer. and PM Office	03/28/2024	1,144.20
4408 - Environmental Systems Research Institute, INC ESRI	07-ArcGIS software service and support- Ena portion	03/28/2024	1,210.00
53442 - Paragon Micro, INC	07-Bluebeam Revu license Renewal (6)	03/28/2024	1,001.94
	Account 53990 - Other Services and Charges Totals	Invoice 3	\$3,356.14
		Transactions	
Account 54310 - Improvements Other Than Building			
5999 - The Etica Group, INC	07-Downtown Curb Ramps-PH #3 (PE)-1/1-BC 2021-25 1/31/24	03/28/2024	1,001.75
5409 - VS Engineering, INC	07-Crosswalk Ph2 (PE)-period ending 12/31/23	BC 2022-136 03/28/2024	13,710.00
	Account 54310 - Improvements Other Than Building Totals	Invoice 2	\$14,711.75
		Transactions	
	Program 070000 - Main Totals	Invoice 7	\$28,358.54
		Transactions	
	Department 07 - Engineering Totals	Invoice 7	\$28,358.54
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

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

09-Office Supplies-Whiteboard-2'x 3'-for After Hours Ambassador	03/28/2024	31.89
Account 52110 - Office Supplies Totals	Invoice 1	<u>31.89</u>
	Transactions	

Account **52420 - Other Supplies**

4549 - Kroger Limited Partnership I

09-Granola Bars and Kind Bars for Mental Health 101 Participants	03/28/2024	27.94
Account 52420 - Other Supplies Totals	Invoice 1	<u>27.94</u>
	Transactions	

Account **53160 - Instruction**

56 - Middle Way House, INC

09-10 CFRD Staff Tickets to Spring Luncheon	03/28/2024	400.00
Account 53160 - Instruction Totals	Invoice 1	<u>400.00</u>
	Transactions	

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

732 - Barbara E McKinney

09-Consulting Services to Human Rights Commission-1 hour	03/28/2024	125.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<u>125.00</u>
	Transactions	

Account **53960 - Grants**

205 - City Of Bloomington

09-Be More Awards 2024 Sponsorship from CFRD	03/28/2024	1,000.00
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5849 - Wheeler Mission Ministries, INC

09-Violence Reduction Grant 2023-Metal Detectors and Staff Trai	03/28/2024	8,923.00
Account 53960 - Grants Totals	Invoice 2	<u>8,923.00</u>
	Transactions	
Program 090000 - Main Totals	Invoice 6	<u>10,507.83</u>
	Transactions	
Department 09 - CFRD Totals	Invoice 6	<u>10,507.83</u>
	Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

10 -Legal Services ARPA Compliance - January 2024	03/28/2024	1,826.00
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19660 - Bose McKinney & Evans, LLP

10- Annexation legal services-inc. disbursements-Feb 2024	03/28/2024	93,329.26
Account 53120 - Special Legal Services Totals	Invoice 2	<u>95,155.26</u>
	Transactions	

Account **53990 - Other Services and Charges**



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

199 - Monroe County Government

10- Mo Co. Recorder Feb 2024 copies 03/28/2024 6.00

Account 53990 - Other Services and Charges Totals	Invoice 1	\$6.00
	Transactions	
Program 100000 - Main Totals	Invoice 3	\$95,161.26
	Transactions	
Department 10 - Legal Totals	Invoice 3	\$95,161.26
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **53230 - Travel**

9147 - Carolyn Thomson

11-per diem/lodging-US Conf of Mayors- 03/28/2024 924.10

9147 - Carolyn Thomson

WA DC-1/16-1/20/24
11-Reimb Pkg charge electric car-Our 03/28/2024 28.59

Choice Coalition-Indv 1/22		
Account 53230 - Travel Totals	Invoice 2	\$952.69
	Transactions	
Program 110000 - Main Totals	Invoice 2	\$952.69
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 2	\$952.69
	Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **43310 - Application Fee**

Elisha Spier

13-Withdrew app-conditional use request- 03/28/2024 100.00

2110 E. Covenanter Dr		
Account 43310 - Application Fee Totals	Invoice 1	\$100.00
	Transactions	

Account **52110 - Office Supplies**

5099 - Office Three Sixty, INC

13- Gold Fibre Notebook, and AA Batteries 03/28/2024 24.08

Account 52110 - Office Supplies Totals	Invoice 1	\$24.08
	Transactions	

Account **53990 - Other Services and Charges**

4408 - Environmental Systems Research Institute,INC ESRI

13-ArcGIS Renewal for Planners (8) 03/28/2024 5,270.00

Account 53990 - Other Services and Charges Totals	Invoice 1	\$5,270.00
	Transactions	
Program 130000 - Main Totals	Invoice 3	\$5,394.08
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	19-1x6x16 lumber	03/28/2024	26.99
413 - Bloomington Paint & Wallpaper Co	19 - paint and strainer for City Hall	03/28/2024	155.77
651 - Engraving & Stamp Center, INC	19 - City Hall nameplates	03/28/2024	104.63
651 - Engraving & Stamp Center, INC	19 - Clerk office nameplates	03/28/2024	23.05
4574 - John Deere Financial f.s.b. (Rural King)	19- Radius Composite Safety for Brighten B-town	03/28/2024	124.95
4574 - John Deere Financial f.s.b. (Rural King)	19- Safety boots & shop rags for brighten B-Town	03/28/2024	151.82
4574 - John Deere Financial f.s.b. (Rural King)	19- safety boots & drum liners for Brighten B-town	03/28/2024	324.85
395 - Kirby Risk Corp	19-(60) Fluorescent bulbs for city hall	03/28/2024	205.20
8658 - Kleindorfer's Hardware LLC	19-Aur deflector, paint supplies for City Hall	03/28/2024	45.51
8658 - Kleindorfer's Hardware LLC	19-Pail, covers, fittings, roller cover, staples. brads for City	03/28/2024	79.35
8658 - Kleindorfer's Hardware LLC	19-Sand, gloves, hooks, screws, shims for City Hall	03/28/2024	79.81
8658 - Kleindorfer's Hardware LLC	19-ball mount, hitch ball 7 lock, roller frame. plastic pail.	03/28/2024	158.05

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

Invoice 3 Transactions \$5,394.08

Invoice 12 Transactions \$1,479.98

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19-pants R. Flake-2/29/24	03/28/2024	12.41
19171 - Aramark Uniform & Career Apparel Group, INC	19-pants R. Flake-3/7/24	03/28/2024	12.41
798 - Winters Associates Promotional Products, INC	19- Clothing for Facilities and PW Admin Personnel	03/28/2024	1,140.06

Account **52430 - Uniforms and Tools** Totals

Invoice 3 Transactions \$1,164.88

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19 - City Hall-Counsel Office-monthly pest control 3/12/24	03/28/2024	75.00
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Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Account 53140 - Exterminator Services Totals		Invoice 1	\$75.00
		Transactions	
Account 53610 - Building Repairs			
32 - Cassady Electrical Contractors, INC	19 - SA City Hall reset breakers replaced GFI	BC 2023-068 03/28/2024	663.17
321 - Harrell Fish, INC (HFI)	19 - SA repair hallway heater City Hall- 1/22/24	BC 2023-074 03/28/2024	282.62
392 - Koorsen Fire & Security, INC	19-SA annual elevator alarm monitoring	BC 2023-089 03/28/2024	840.00
7402 - Nature's Way, INC	City Hall-3/1/24-2/28/25 19- Monthly Plant Maintenance @ City Hall- 3/1/2024	BC 2023-102 03/28/2024	371.10
Account 53610 - Building Repairs Totals		Invoice 4	\$2,156.89
		Transactions	
Account 54510 - Other Capital Outlays			
321 - Harrell Fish, INC (HFI)	19- City Hall Chilled Water System replaced- final billing	BC 2022-099 03/28/2024	23,350.00
Account 54510 - Other Capital Outlays Totals		Invoice 1	\$23,350.00
		Transactions	
Program 190000 - Main Totals		Invoice 21	\$28,226.75
		Transactions	
Department 19 - Facilities Maintenance Totals		Invoice 21	\$28,226.75
		Transactions	
Department 26 - Parking			
Program 26CRED - PARKING CRED			
Account 54510 - Other Capital Outlays			
3397 - Evens Time, INC	26-Walnut St Garage-gate box replacement exit 1-2/23/24	03/28/2024	4,919.20
Account 54510 - Other Capital Outlays Totals		Invoice 1	\$4,919.20
		Transactions	
Program 26CRED - PARKING CRED Totals		Invoice 1	\$4,919.20
		Transactions	
Department 26 - Parking Totals		Invoice 1	\$4,919.20
		Transactions	
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - TSG Team Card Reader	03/28/2024	39.97
5024 - Electronic Imaging Materials, INC	28- Tag Printer Labels and Ribbons	03/28/2024	410.79



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Account 53210 - Telephone

7312 - Thryv, INC(DexYP)

Account 52110 - Office Supplies Totals	Invoice 2	\$450.76
	Transactions	

28 - COB Yellow pages listing 03/01/24-08/31/25	03/28/2024	1,242.00
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Account 53210 - Telephone Totals	Invoice 1	\$1,242.00
	Transactions	

Account 53640 - Hardware and Software Maintenance

4408 - Environmental Systems Research Institute,INC ESRI

28 - ITS 2024 ESRI Annual Software & Maintenance Renewal	03/28/2024	12,931.93
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3989 - Ricoh USA, INC

28 - City Civil Printer/Copier Maintenance (BPD) 2/1-2/29/24	03/28/2024	97.64
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3989 - Ricoh USA, INC

28 -City Civil Printer/Copier Maint-4th St Garaae 2/1-2/29/24	03/28/2024	26.49
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Account 53640 - Hardware and Software Maintenance Totals	Invoice 3	\$13,056.06
	Transactions	

Account 53910 - Dues and Subscriptions

8441 - Promevo Holdings, INC (Promevo, LLC)

28 - Google Enterprise & gPanel Renewal & Archived User-Feb 2024	03/28/2024	126.87
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8441 - Promevo Holdings, INC (Promevo, LLC)

28 - Google Voice Monthly Subscription Feb 2024	03/28/2024	48.52
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Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$175.39
	Transactions	

Program 280000 - Main Totals	Invoice 8	\$14,924.21
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Department 28 - ITS Totals	Invoice 8	\$14,924.21
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Fund 101 - General Fund (S0101) Totals	Invoice 109	\$258,339.43
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Fund 103 - Restricted Donations(ord 05-17)

Department 06 - Controller's Office

Program 400102 - Animal Supplies

Account 52210 - Institutional Supplies

3278 - Boehringer Ingelheim Animal Health (Merial, INC)

01 - Insulin	03/28/2024	175.52
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Account 52210 - Institutional Supplies Totals	Invoice 1	\$175.52
	Transactions	

Program 400102 - Animal Supplies Totals	Invoice 1	\$175.52
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Department 06 - Controller's Office Totals	Invoice 1	\$175.52
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Transactions



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Fund 103 - Restricted Donations(ord 05-17) Totals		Invoice 1	\$175.52
		Transactions	
Fund 153 - LIT – Economic Development			
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53960 - Grants			
8448 - TEN31 Marketing LLC	04-Marketing Services for Go Bloomington	03/28/2024	8,593.50
	February 2024		
8448 - TEN31 Marketing LLC	04-Marketing Services for Go Bloomington	03/28/2024	7,232.50
	January 2024		
8550 - Veregy IN, LLC	04- A phase fuse repair on Dillman WWTP	03/28/2024	1,354.03
	Complex		
Account 53960 - Grants Totals		Invoice 3	\$17,180.03
		Transactions	
Program 040000 - Main Totals		Invoice 3	\$17,180.03
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 3	\$17,180.03
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
19660 - Bose McKinney & Evans, LLP	12-Employment Law Consultation-2/8-	03/28/2024	428.00
	2/13/24		
Account 53990 - Other Services and Charges Totals		Invoice 1	\$428.00
		Transactions	
Program 120000 - Main Totals		Invoice 1	\$428.00
		Transactions	
Department 12 - Human Resources Totals		Invoice 1	\$428.00
		Transactions	
Fund 153 - LIT – Economic Development Totals		Invoice 4	\$17,608.03
		Transactions	
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G22008 - 2021 to 2024 Brownfield			
Account 53990 - Other Services and Charges			
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant Switchyard 1601	03/28/2024	1,454.40
	S. Roers -12/31/23		



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4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant Program	03/28/2024	400.00
	Management-12/31/23		
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant Phase II-Hospital	03/28/2024	2,413.91
	Parcel A-12/31/23		
Account 53990 - Other Services and Charges Totals	Invoice 3		<u>\$4,268.31</u>
	Transactions		
Program G22008 - 2021 to 2024 Brownfield Totals	Invoice 3		<u>\$4,268.31</u>
	Transactions		
Department 04 - Economic & Sustainable Dev Totals	Invoice 3		<u>\$4,268.31</u>
	Transactions		
Fund 249 - Grants Non Approp Totals	Invoice 3		<u>\$4,268.31</u>
	Transactions		
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090016 - Com Serv - Safe & Civil			
Account 52420 - Other Supplies			
203 - INDIANA UNIVERSITY	09-Catering for Kick-It Event-Black History	03/28/2024	725.00
	Month 2024		
9202 - Sianna Poellnitz	09-Black History Month Essay Contest-3rd	03/28/2024	125.00
	Place Prize Money		
8596 - Liwei Sui	09-Black History Month Essay Contest-Prize	03/28/2024	150.00
	Money 2nd Place HS		
Account 52420 - Other Supplies Totals	Invoice 3		<u>\$1,000.00</u>
	Transactions		
Account 53990 - Other Services and Charges			
8584 - Shaunquia Latae Chitty (Vivid Events & Design, LLC)	09-Black History Month Gala 2024-Decor	03/28/2024	2,732.80
	and Linens for Gala		
4201 - One World Catering, LLC	09-Black History Month Gala-Venue Rental	03/28/2024	17,311.80
	& Caterina Bill		
Account 53990 - Other Services and Charges Totals	Invoice 2		<u>\$20,044.60</u>
	Transactions		
Program 090016 - Com Serv - Safe & Civil Totals	Invoice 5		<u>\$21,044.60</u>
	Transactions		
Department 09 - CFRD Totals	Invoice 5		<u>\$21,044.60</u>
	Transactions		
Fund 312 - Community Services Totals	Invoice 5		<u>\$21,044.60</u>
	Transactions		
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			



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Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC	25- BDU Line Locates - February 2024	03/28/2024	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<u>\$2,500.00</u>
	Program 254000 - Infrastructure Totals	Transactions Invoice 1	<u>\$2,500.00</u>
		Transactions	

Program **256000 - Services**

Account **54450 - Equipment**

53442 - Paragon Micro, INC	28 -CAPR 2 Power Cords	03/28/2024	51.99
53442 - Paragon Micro, INC	28-CAPR 2 x Monitor for Public Works	03/28/2024	279.98
53442 - Paragon Micro, INC	28-CAPR 2 Copies of Adobe Acrobat for Public Works : Lisa Lazell	03/28/2024	979.98
53442 - Paragon Micro, INC	28-CAPR 1 Monitor Clerk Office Nicole Bolden	03/28/2024	359.99
	Account 54450 - Equipment Totals	Invoice 4	<u>\$1,671.94</u>
	Program 256000 - Services Totals	Transactions Invoice 4	<u>\$1,671.94</u>
	Department 25 - Telecommunications Totals	Transactions Invoice 5	<u>\$4,171.94</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Transactions Invoice 5	<u>\$4,171.94</u>
		Transactions	

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

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Street Light (Misc Lights)-02/02/24-03/04/24	03/20/2024	30.82
223 - Duke Energy	02-Street Light (Misc Lights)-02/02/24-03/01/24	03/20/2024	122.23
223 - Duke Energy	02-Street Light (Misc Lights)-12/05/23-03/05/24	03/20/2024	329.51
223 - Duke Energy	02-Street Light (Misc Lights)-02/02/24-03/01/23	03/20/2024	589.16
223 - Duke Energy	02-Street Light (Misc Lights)-02/02/24-03/01/24	03/20/2024	100.55
223 - Duke Energy	02-Street Light (Misc Lights)-02/02/24-03/01/24	03/20/2024	42.05



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223 - Duke Energy	02-Street Light (Misc Lights)-01/30/24-03/01/24	03/20/2024	180.99
223 - Duke Energy	02-Street Light (Misc Lights)-01/30/24-02/27/24	03/20/2024	2,755.58
223 - Duke Energy	02-Traffic Signals-02/02/24-03/04/24	03/20/2024	273.65
223 - Duke Energy	02-Traffic Signals-02/03/24-03/04/24	03/20/2024	61.56
223 - Duke Energy	02-Traffic Signals-02/03/24-03/04/24	03/20/2024	175.60
223 - Duke Energy	02-Traffic Signals-02/03/24-03/04/24	03/20/2024	63.81
Account 53520 - Street Lights / Traffic Signals Totals		Invoice 12	<u>4,725.51</u>
Program 200000 - Main Totals		Transactions Invoice 12	<u>4,725.51</u>
Department 20 - Street Totals		Transactions Invoice 12	<u>4,725.51</u>
Fund 450 - Local Road and Street(S0706) Totals		Transactions Invoice 12	<u>4,725.51</u>
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-Safety Supplies for Crews-gloves, classes. tape measure. sora	03/28/2024	411.77
Account 52210 - Institutional Supplies Totals		Invoice 1	<u>411.77</u>
Account 52340 - Other Repairs and Maintenance			
603 - Traffic Control Corporation	20-Decorative Light Pole Base (10th/College & 7th/College)	03/28/2024	4,892.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>4,892.00</u>
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-Numbers set and Duracell AA battery pack for mail box repair	03/28/2024	16.98
409 - Black Lumber Co. INC	20-Mailbox post for mailbox repair	03/28/2024	39.97
409 - Black Lumber Co. INC	20-2x4 construction lumber for sidewalk crew	03/28/2024	20.36
409 - Black Lumber Co. INC	20-5/32" hex security bit for signs	03/28/2024	2.58



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4574 - John Deere Financial f.s.b. (Rural King)	20-Straw bales (9) for sidewalk projects	03/28/2024	71.91
4574 - John Deere Financial f.s.b. (Rural King)	20-PVC Boots & Caution tape for sidewalk crews	03/28/2024	114.95
8658 - Kleindorfer's Hardware LLC	20-Paper towels, 8 rolls for traffic	03/28/2024	15.12
7516 - Quality Supply & Tool Co INC	20-Nail stakes, screed levels, line level & kneel board	03/28/2024	215.47
7516 - Quality Supply & Tool Co INC	20-Tools for Street Cut Crew-nail stakes (60)	03/28/2024	413.58
351 - Young Trucking, INC	20-Triaxle load of top soil for sidewalk projects-2/14/24	03/28/2024	400.00
Account 52420 - Other Supplies Totals		Invoice 10	<u>71.91</u>
		Transactions	\$1,310.92
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen/Hep B-N. Bailey-2/7/24	03/28/2024	180.00
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen-D. Bitner-2/13/24	03/28/2024	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen-S. Henderson-2/13/24	03/28/2024	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen-S. McCoy-2/13/24	03/28/2024	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen-C. Phipps-2/13/24	03/28/2024	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen/Hep B-J. Richey-2/7/24	03/28/2024	180.00
Account 53130 - Medical Totals		Invoice 6	<u>180.00</u>
		Transactions	\$560.00
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way radio services for crews 03/01/24-03/31/24	03/28/2024	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1	<u>2,321.25</u>
		Transactions	\$2,321.25
Account 53160 - Instruction			
4498 - American Public Works Association	20-2024 Snow Conference Registration - Tony Carroll	03/28/2024	605.00
4498 - American Public Works Association	20-2024 Snow Conference Registration - Jeffery Morris	03/28/2024	605.00
Account 53160 - Instruction Totals		Invoice 2	<u>605.00</u>
		Transactions	\$1,210.00
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	20-250 business cards T. Carroll	03/28/2024	65.14



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		Account 53310 - Printing Totals	Invoice 1 Transactions	\$65.14
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Street Dept-gas bill 02/06/24-03/06/24		03/20/2024	238.83
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Traffic bldg-gas bill 02/06/24-03/06/24		03/20/2024	129.13
		Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$367.96
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-2/14/24		03/28/2024	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 2/28/24		03/28/2024	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-2/28/24		03/28/2024	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 3/6/24		03/28/2024	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/6/24		03/28/2024	38.47
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 5 Transactions	\$132.11
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Landfill fees for sweeper dumps 02/22/24		03/28/2024	1,260.94
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris 02/22/24		03/28/2024	500.00
		Account 53950 - Landfill Totals	Invoice 2 Transactions	\$1,760.94
Account 53990 - Other Services and Charges				
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pump Salt Water Collection Tanks 02/20/24		03/28/2024	225.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	20-SA Snow Removal Services 02/16/24	BC 2023-113	03/28/2024	2,035.00
		Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$2,260.00
		Program 200000 - Main Totals	Invoice 33 Transactions	\$15,292.09
		Department 20 - Street Totals	Invoice 33 Transactions	\$15,292.09
		Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 33 Transactions	\$15,292.09
Fund 452 - Parking Facilities(S9502)				



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Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-four solar eclipse wind master signs for all garages	03/28/2024	347.25
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	\$347.25
		Transactions	

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th Street water/sewer - Feb 2024	03/20/2024	163.94
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill- Februarv 2024	03/20/2024	57.56
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill- Februarv 2024	03/20/2024	250.42
Account 53530 - Water and Sewer Totals		Invoice 3	\$471.92
		Transactions	

Account **53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 02/01/24-03/01/24	03/20/2024	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 02/1-03/01/24	03/20/2024	48.77
Account 53540 - Natural Gas Totals		Invoice 2	\$97.54
		Transactions	

Account **53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	26-4th St Garage-annual/quarterly alarm & cell monitoring BC 2023-089	03/28/2024	990.00
392 - Koorsen Fire & Security, INC	26-Morton St Garage-pull station repair - 12/22/23 BC 2023-089	03/28/2024	277.95
Account 53610 - Building Repairs Totals		Invoice 2	\$1,267.95
		Transactions	

Account **53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-quarterly billing for parking maint 04/01/24-06/30/24 BC 2023-023	03/28/2024	20,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$20,500.00
		Transactions	

Account **53650 - Other Repairs**

293 - J&S Locksmith Shop, INC	26-basement door latch broke at Trades Garage-serv call	03/28/2024	125.00
392 - Koorsen Fire & Security, INC	26-Trades Garage-sprinkler head replacement 2/15/24 BC 2023-089	03/28/2024	707.95



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Account 53650 - Other Repairs Totals		Invoice 2	\$832.95
		Transactions	
Account 53940 - Temporary Contractual Employee			
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	26-snow removal for all surface lots on 2/16/24	BC 2023-113 03/28/2024	580.00
Account 53940 - Temporary Contractual Employee Totals		Invoice 1	\$580.00
		Transactions	
Account 53990 - Other Services and Charges			
6688 - SSW Enterprises, LLC (Office Pride)	26-4th St Garage-monthly cleaning services-3/1/2024	03/28/2024	162.33
Account 53990 - Other Services and Charges Totals		Invoice 1	\$162.33
		Transactions	
Program 260000 - Main Totals		Invoice 13	\$24,259.94
		Transactions	
Department 26 - Parking Totals		Invoice 13	\$24,259.94
		Transactions	
Fund 452 - Parking Facilities(S9502) Totals		Invoice 13	\$24,259.94
		Transactions	
Fund 454 - Alternative Transport(S6301)			
Department 26 - Parking			
Program 260000 - Main			
Account 53990 - Other Services and Charges			
6688 - SSW Enterprises, LLC (Office Pride)	26-4th St Garage-monthly cleaning services-3/1/2024	03/28/2024	162.33
204 - State Of Indiana	26-BMV owner information for towing Februarv 2024	03/28/2024	52.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$214.33
		Transactions	
Program 260000 - Main Totals		Invoice 2	\$214.33
		Transactions	
Department 26 - Parking Totals		Invoice 2	\$214.33
		Transactions	
Fund 454 - Alternative Transport(S6301) Totals		Invoice 2	\$214.33
		Transactions	
Fund 455 - Parking Meter Fund(S2141)			
Department 26 - Parking			
Program 260000 - Main			
Account 52110 - Office Supplies			



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6530 - Office Depot, INC	26-gel pens for office	03/28/2024	9.36
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$9.36</u>
		Transactions	
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-safety case for Parking Enforcement IPad	03/28/2024	47.77
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$47.77</u>
		Transactions	
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR Refunds for February 2024	03/28/2024	1,844.70
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<u>\$1,844.70</u>
		Transactions	
Account 53990 - Other Services and Charges			
6688 - SSW Enterprises, LLC (Office Pride)	26-4th St Garage-monthly cleaning services-3/1/2024	03/28/2024	162.34
204 - State Of Indiana	26-BMV owner information for towing Februarv 2024	03/28/2024	52.00
4443 - The Sherwin Williams Company	26-yellow paint for parking areas/curbs-W. 12th St-2/23/24	03/28/2024	378.27
4443 - The Sherwin Williams Company	26-yellow paint for parking areas/curbs-W. 12th St-3/7/24	03/28/2024	378.27
	Account 53990 - Other Services and Charges Totals	Invoice 4	<u>\$970.88</u>
		Transactions	
	Program 260000 - Main Totals	Invoice 7	<u>\$2,872.71</u>
		Transactions	
	Department 26 - Parking Totals	Invoice 7	<u>\$2,872.71</u>
		Transactions	
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 7	<u>\$2,872.71</u>
		Transactions	
Fund 456 - MVH Restricted			
Department 20 - Street			
Program 200000 - Main			
Account 52330 - Street, Alley, and Sewer Material			
334 - Irving Materials, INC	20-Concrete-Sidewalk Proj class A stone,- 1815 E. Kensinaton Ct	BC 2024-012 03/28/2024	1,530.25
334 - Irving Materials, INC	20-Concrete-Sidewalk Proj, Class A Stone- rebill 2013 E Chevann	BC 2024-012 03/28/2024	690.50
334 - Irving Materials, INC	20-Concrete-Sidewalk Proj, Class A Stone- rebill 2765 South St	BC 2024-012 03/28/2024	642.00



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334 - Irving Materials, INC	20-Concrete-Sidewalk Proj, Class A Stone- Rebill E. Chevanne Ln	BC 2024-012	03/28/2024	839.50
334 - Irving Materials, INC	20-Concrete-Sidewalk Proj, Class A Stone- Strafford & Chevanne	BC 2024-012	03/28/2024	1,030.75
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 5	<u>\$4,733.00</u>
			Transactions	
Program 200000 - Main Totals			Invoice 5	<u>\$4,733.00</u>
			Transactions	
Department 20 - Street Totals			Invoice 5	<u>\$4,733.00</u>
			Transactions	
Fund 456 - MVH Restricted Totals			Invoice 5	<u>\$4,733.00</u>
			Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
365 - Rogers Group, INC	20-Stone for sidewalk projects. OMDPT #11 stone 30.27 TN		03/28/2024	566.06
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 1	<u>\$566.06</u>
			Transactions	
Program 020000 - Main Totals			Invoice 1	<u>\$566.06</u>
			Transactions	
Department 02 - Public Works Totals			Invoice 1	<u>\$566.06</u>
			Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals			Invoice 1	<u>\$566.06</u>
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 07 - Engineering				
Program 070000 - Main				
Account 54310 - Improvements Other Than Building				
3444 - Rundell Ernstberger Associates, INC	07-On-Call Engineering Services- thru 01/31/24	BC 2023-043	03/28/2024	3,098.75
Account 54310 - Improvements Other Than Building Totals			Invoice 1	<u>\$3,098.75</u>
			Transactions	
Program 070000 - Main Totals			Invoice 1	<u>\$3,098.75</u>
			Transactions	
Department 07 - Engineering Totals			Invoice 1	<u>\$3,098.75</u>
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals			Invoice 1	<u>\$3,098.75</u>
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52230 - Garage and Motor Supplies**

476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-spray wrench and tire gauge		03/28/2024	36.98
	Account 52230 - Garage and Motor Supplies Totals	Invoice 1		<u>\$36.98</u>
		Transactions		

Account **52420 - Other Supplies**

7076 - Beaver Research Company	16-Degreaser for trucks & Shipping Fees		03/28/2024	576.95
	Account 52420 - Other Supplies Totals	Invoice 1		<u>\$576.95</u>
		Transactions		

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16 -bi-monthly pest control- 2-26-2024	BC 2023-070	03/28/2024	125.00
51538 - Economy Termite & Pest Control, INC	16-Bi-monthly pest control 3/11/24	BC 2023-070	03/28/2024	125.00
	Account 53140 - Exterminator Services Totals	Invoice 2		<u>\$250.00</u>
		Transactions		

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-monthly radio communication fee-March 2024		03/28/2024	572.05
	Account 53150 - Communications Contract Totals	Invoice 1		<u>\$572.05</u>
		Transactions		

Account **53240 - Freight / Other**

7076 - Beaver Research Company	16-Degreaser for trucks & Shipping Fees		03/28/2024	259.78
	Account 53240 - Freight / Other Totals	Invoice 1		<u>\$259.78</u>
		Transactions		

Account **53410 - Liability / Casualty Premiums**

Gretchen Kenny	16-Reimburse for mailbox damage (Post & mailbox)		03/28/2024	122.43
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	16-Adds physical damage for truck #965-1/1/24-1/1/25		03/28/2024	1,443.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 2		<u>\$1,565.43</u>
		Transactions		

Account **53510 - Electrical Services**



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

223 - Duke Energy

02-Facilities Summary-01/11/24-03/11/24 03/20/2024 51.97

Account **53510 - Electrical Services** Totals Invoice 1 Transactions \$51.97

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

16-SA Replaced Pressure Switch & Filters- BC 2023-074 03/28/2024 810.59
1/15/24

321 - Harrell Fish, INC (HFI)

16- SA Checked Thermostat and Furnace- BC 2023-074 03/28/2024 142.50
1/22/24

Account **53610 - Building Repairs** Totals Invoice 2 Transactions \$953.09

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

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)- 3-6- 03/28/2024 6.01
2024

19171 - Aramark Uniform & Career Apparel Group, INC

16-Mat Services - 03/06/24 03/28/2024 26.76

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)- 03/28/2024 6.01
3/13/24

19171 - Aramark Uniform & Career Apparel Group, INC

16-Mat Services - 03/13/2024 03/28/2024 26.76

Account **53920 - Laundry and Other Sanitation Services** Totals Invoice 4 Transactions \$65.54

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140

16-trash disposal fee-02/16-02/29/24 03/28/2024 12,119.12

52226 - Hoosier Transfer Station-3140

16-recycling fees-2/15-02/29/2024 03/28/2024 763.20

Account **53950 - Landfill** Totals Invoice 2 Transactions \$12,882.32

Program **160000 - Main** Totals Invoice 17 Transactions \$17,214.11

Department **16 - Sanitation** Totals Invoice 17 Transactions \$17,214.11

Fund **730 - Solid Waste (S6401)** Totals Invoice 17 Transactions \$17,214.11

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-J. White (13D)-2/29/24 03/28/2024 100.00



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Minshall (6.5M)-3/6/24	03/28/2024	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Housel (12)-2/24/24	03/28/2024	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Leyenbeck (7)-2/28/24	03/28/2024	89.98
Account 52430 - Uniforms and Tools Totals		Invoice 4	<u>\$359.96</u>
		Transactions	
Account 53410 - Liability / Casualty Premiums			
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10 -Public Official Bond- RDC-D Myerson-1/1/24-1/1/25	03/28/2024	75.00
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1	<u>\$75.00</u>
		Transactions	
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Workers Comp Payment-Feb 29 - Mar 06. 2024	03/21/2024	673.07
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Workers Comp Invoice, Feb 08-14, 2024	03/21/2024	9,555.49
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 -Workers Comp Invoice, Feb 15-21, 2024	03/21/2024	1,992.63
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Workers Comp Invoice, Feb 22-28, 2024	03/21/2024	8,822.27
Account 53420 - Worker's Comp & Risk Totals		Invoice 4	<u>\$21,043.46</u>
		Transactions	
Account 53990 - Other Services and Charges			
204 - State Of Indiana	10- Driver's License Request-1/31/24	03/28/2024	15.00
204 - State Of Indiana	10- Driver's License Request-2/29/24	03/28/2024	15.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$30.00</u>
		Transactions	
Program 100000 - Main Totals		Invoice 11	<u>\$21,508.42</u>
		Transactions	
Department 10 - Legal Totals		Invoice 11	<u>\$21,508.42</u>
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 11	<u>\$21,508.42</u>
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA, HSA, Wellness)-Februarv 2024	03/28/2024	1,432.35
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>1,432.35</u>
Account 53990.1201 - Other Services and Charges Health Insurance		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-February 2024 Wellness Reimbursements	03/19/2024	1,278.00
17785 - The Howard E. Nyhart Company, INC	12-HSA ER Contributions City - Bowman Patterson Williams	03/21/2024	4,651.05
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 2	<u>5,929.05</u>
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 3	<u>7,361.40</u>
Fund 801 - Health Insurance Trust Totals		Transactions	
		Invoice 3	<u>7,361.40</u>
		Transactions	
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17 - Disposal fee for 2 commercial truck tires	03/28/2024	25.50
50605 - Bauer Built, INC	17 - Retread tire, shop supplies, flow thru valve cap	03/28/2024	385.64
4693 - Monroe County Tire & Supply, INC	17 - four tires, Unit 415	03/28/2024	788.80
Account 52230 - Garage and Motor Supplies Totals		Invoice 3	<u>1,199.94</u>
		Transactions	
Account 52240 - Fuel and Oil			
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel (8,562 gal)-Henderson BC 2023-105 B St-3/6/2024	03/28/2024	29,175.87
Account 52240 - Fuel and Oil Totals		Invoice 1	<u>29,175.87</u>
		Transactions	
Account 52320 - Motor Vehicle Repair			
5532 - Allied Equipment Service Corp.	17 - #523 Distributer cap	03/28/2024	48.48
244 - Bloomington Ford, INC	17 - Indicator Assembly for 922	03/28/2024	27.62
244 - Bloomington Ford, INC	17 - D - bolt, E - bolt & Crankshaft seal assemblv for P127	03/28/2024	31.78



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

244 - Bloomington Ford, INC	17 - TPMS sensor kit for 531	03/28/2024	188.16
244 - Bloomington Ford, INC	17 - Rear Tall lamp assembly for 1220	03/28/2024	579.26
4387 - Force America Distributing, LLC	17 - #429 site gauge/ Blue Thermometer	03/28/2024	56.32
4387 - Force America Distributing, LLC	17 - #4221 Black powdercoat finish Gen I lid	03/28/2024	2,753.87
4046 - Heritage-Crystal Clean, INC	17 - bulk antifreeze - Naps free 50/50 Premix	03/28/2024	856.14
4439 - JX Enterprises, INC	17 - dowel, washer, nut, hardware kit, Unit 4221	03/28/2024	164.06
4439 - JX Enterprises, INC	17 - two camshafts, Unit 4221	03/28/2024	191.98
4439 - JX Enterprises, INC	17 - cam service kit, adjuster slack kit, Unit 4221	03/28/2024	369.96
4439 - JX Enterprises, INC	17 - Tank Assy-surge, Unit 431	03/28/2024	890.99
53385 - O'Reilly Automotive Stores, INC	17 - A/T gasket, Unit P127	03/28/2024	19.99
53385 - O'Reilly Automotive Stores, INC	17 - cabin filter, Unit 323	03/28/2024	10.79
53385 - O'Reilly Automotive Stores, INC	17 - coolant hose, Unit P127	03/28/2024	91.98
53385 - O'Reilly Automotive Stores, INC	17 - Hyd filter, Unit 773	03/28/2024	32.18
53385 - O'Reilly Automotive Stores, INC	17 - two - drive pulleys, Unit 1207	03/28/2024	46.32
53385 - O'Reilly Automotive Stores, INC	17 - coolant hose, Unit 1207	03/28/2024	43.90
53385 - O'Reilly Automotive Stores, INC	17 - oil pump, Unit P127	03/28/2024	151.92
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of February 2024	03/28/2024	7,313.70
582 - Town & Country Chrysler Dodge Jeep, INC	17 - oil filter for stock	03/28/2024	10.84
4606 - Truck Service, INC	17 - #4221 u bolt assy	03/28/2024	93.96
2096 - West Side Tractor Sales CO.	17 - Cylinder/freight Unit #653	03/28/2024	363.86
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - oil filter for 2021 Dodge Charger	03/28/2024	40.80
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - custom wire set - 1985 Chev Cavalier	03/28/2024	45.99
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - spark plug, dist rotor, dist cap - 1985 Chev Cavalier	03/28/2024	32.05
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - 1 qt Mercon LV (transmission fluid) for Stock	03/28/2024	356.16



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Account 52320 - Motor Vehicle Repair Totals		Invoice 27 Transactions	<u>\$14,813.06</u>
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - torch and welding gases - 2/29/2024	03/28/2024	151.17
177 - Indiana Oxygen Company, INC	17 - torch and welding gases - 2/29/2024	03/28/2024	279.27
8658 - Kleindorfer's Hardware LLC	17 - three socket head bolts, Unit 656	03/28/2024	5.10
8658 - Kleindorfer's Hardware LLC	17 - heat green, plastic razor blade, Unit 164	03/28/2024	62.95
8658 - Kleindorfer's Hardware LLC	17 - zip ties, Unit 164	03/28/2024	7.56
Account 52420 - Other Supplies Totals		Invoice 5 Transactions	<u>\$506.05</u>
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	17-monthly pest control-2/20/24	BC 2023-070 03/28/2024	95.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	<u>\$95.00</u>
Account 53510 - Electrical Services			
223 - Duke Energy	02-Facilities Summary-01/11/24-03/11/24	03/20/2024	429.52
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<u>\$429.52</u>
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 2/06/24-03/06/24	03/20/2024	496.68
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	<u>\$496.68</u>
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	17-SA-Quarterly Base Monitoring 02.01-04.30.24	BC 2023-089 03/28/2024	91.27
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<u>\$91.27</u>
Account 53620 - Motor Repairs			
244 - Bloomington Ford, INC	17 - #876 alignment	03/28/2024	99.95
4474 - Ken's Westside Service & Towing, LLC	17 - tire service Unit #1206-2-27-24	03/28/2024	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - check engine ticking noise -Unit #573	03/28/2024	172.50



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

16069 - Palmer Trucks, INC	17 - #720 diagnostics for instrument cluster	03/28/2024	1,370.36
582 - Town & Country Chrysler Dodge Jeep, INC	17 - #1225 diagnostics for oil light on	03/28/2024	190.42
Account 53620 - Motor Repairs Totals		Invoice 5	<u>\$1,908.23</u>
Program 170000 - Main Totals		Transactions Invoice 45	<u>\$48,715.62</u>
Department 17 - Fleet Maintenance Totals		Transactions Invoice 45	<u>\$48,715.62</u>
Fund 802 - Fleet Maintenance(\$9500) Totals		Transactions Invoice 45	<u>\$48,715.62</u>
		Transactions	
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	12-City URM	03/18/2024	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/18/2024	132.53
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/18/2024	141.82
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/19/2024	115.88
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/20/2024	67.02
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/21/2024	692.21
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 6	<u>\$1,189.46</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/20/2024	10.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 1	<u>\$10.00</u>
		Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-HSA Employee Contributions 3-22-2024	03/21/2024	27,165.52
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	<u>\$27,165.52</u>
Program 120000 - Main Totals		Transactions Invoice 8	<u>\$28,364.98</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Fund **805 - Unemployment Comp Non-Reverting**

Department **12 - Human Resources**

Program **120000 - Main**

Account **51240 - Unemployment Compensation**

204 - State Of Indiana

Department 12 - Human Resources Totals	Invoice 8	\$28,364.98
	Transactions	
Fund 804 - Insurance Voluntary Trust Totals	Invoice 8	\$28,364.98
	Transactions	
12-City 2024 Unemployment bill (1/25 & 1/31/24)	03/20/2024	780.00
Account 51240 - Unemployment Compensation Totals	Invoice 1	\$780.00
	Transactions	
Program 120000 - Main Totals	Invoice 1	\$780.00
	Transactions	
Department 12 - Human Resources Totals	Invoice 1	\$780.00
	Transactions	
Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice 1	\$780.00
	Transactions	

Fund **986 - GO Bonds 2022**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54510 - Other Capital Outlays**

16 - Butler, Fairman & Seufert, INC

07-High Street Multiuse Path & Intersections 12/1-12/31/23	BC 2022-063 03/28/2024	39,891.00
Account 54510 - Other Capital Outlays Totals	Invoice 1	\$39,891.00
	Transactions	
Program 060000 - Main Totals	Invoice 1	\$39,891.00
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$39,891.00
	Transactions	
Fund 986 - GO Bonds 2022 Totals	Invoice 1	\$39,891.00
	Transactions	

Fund **987 - Econ Dev LIT Bonds of 2022**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54510 - Other Capital Outlays**



Board of Public Works Claim Register

Invoice Date Range 03/16/24 - 03/28/24

595 - Weddle Bros Construction Co., INC

06-Public Safety Improvements, App 8 03/28/2024 45,051.16

Account 54510 - Other Capital Outlays Totals	Invoice 1	\$45,051.16
	Transactions	
Program 060000 - Main Totals	Invoice 1	\$45,051.16
	Transactions	

Program **08FIR1 - Fire Station 1**

Account **54510 - Other Capital Outlays**

3903 - Electric Plus, INC 08-FS#1 Construction Project-Pay App #2 BC 2023-081 03/28/2024 32,366.55

18844 - First Financial Bank, N.A. 08 -HFI-FS#1 Const Project-Proj 004322- BC 2023-080 03/28/2024 8,780.88

10745 - Fox Construction Company, INC 08-FS#1 Construction Project-Pay App #3 BC 2023-078 03/28/2024 281,494.31

321 - Harrell Fish, INC (HFI) 08-FS#1 Construction Proj-Project 004322- BC 2023-080 03/28/2024 166,836.62

6985 - Martin Riley, INC 08-Construction Admin on Station 1 project- BC 2023-080 03/28/2024 15,336.00

503 - Reed And Sons Construction, INC 08-FS#1 Project-2/29/2024-Pay App #3 BC 2023-079 03/28/2024 76,743.51

Account 54510 - Other Capital Outlays Totals	Invoice 6	\$581,557.87
	Transactions	
Program 08FIR1 - Fire Station 1 Totals	Invoice 6	\$581,557.87
	Transactions	

Program **08FIR3 - Fire Station 3**

Account **54510 - Other Capital Outlays**

6985 - Martin Riley, INC 08-Station 3 Due Diligence Study-ending 03/28/2024 6,250.00

6985 - Martin Riley, INC 08-Due Diligence study-Station 3-Reimb 03/28/2024 11,375.00

Account 54510 - Other Capital Outlays Totals	Invoice 2	\$17,625.00
	Transactions	
Program 08FIR3 - Fire Station 3 Totals	Invoice 2	\$17,625.00
	Transactions	

Department 06 - Controller's Office Totals	Invoice 9	\$644,234.03
	Transactions	
Fund 987 - Econ Dev LIT Bonds of 2022 Totals	Invoice 9	\$644,234.03
	Transactions	

Grand Totals	Invoice 296	\$1,169,439.78
	Transactions	

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/28/24	Claims				\$1,169,439.78
					<u>\$1,169,439.78</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,169,439.78

Dated this 26th day of March year of 2024.

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

 James Roach, 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 Office _____