

Board of Public Works Meeting
April 13, 2021



Topic: Board of Public Works

Time: Apr 13, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/94037482758?pwd=R2EvN2g3amV1U3hLdi9JS3l2UnU3dz09>

Meeting ID: 940 3748 2758

Passcode: 589799

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 940 3748 2758

Passcode: 589799

Find your local number: <https://bloomington.zoom.us/u/aG057iHfC>

AGENDA
BOARD OF PUBLIC WORKS
April 13, 2021

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, April 13, 2021 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed) and Zoom. Public comments and questions will be encouraged via [bloomington.in.gov](mailto:public.works@bloomington.in.gov) rather than in person.

- I. **MESSAGES FROM BOARD MEMBERS**
- II. **PETITIONS & REMONSTRANCES**
- III. **CONSENT AGENDA**
 1. Approval of Minutes – March 30, 2021
 2. Resolution 2021-07: Mobile Vendor Renewal (Push-Cart) in Public Right-of-Way (Rasta Pops)
 3. Resolution 2021-08: Mobile Vendor Renewal (Push-Cart) in Public Right-of-Way (Chocolate Moose)
 4. Resolution 2021-10: 6th Street Encroachment- Black Lives Matter Mural
 5. Policy on Conflicts of Interest Related to Deputy Mayor
 6. Approval of Payroll
- IV. **NEW BUSINESS**
 1. Change Order #1 for the Curve Warning Signs Project with Ragle, Inc.
 2. Lane Closures on N Walnut St and Alley Closure request from Goodman Construction
 3. Consulting Services Agreement with Martin Riley, Inc. for Building Design and Site Surveys for New Fire Station
 4. Provider of De-icing Salt, Cargill, Inc.
 5. Provider of Concrete Services, Irving Materials, Inc.
- V. **STAFF REPORTS & OTHER BUSINESS**
- VI. **APPROVAL OF CLAIMS**
- VII. **ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.

The Board of Public Works meeting was held on Tuesday, March 30, 2021, at 5:30 pm virtually through Zoom. Dana Palazzo presiding.

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

Present: Dana Palazzo
Beth H. Hollingsworth
Kyla Cox Deckard

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Daniel Dixon – City Legal
Elijah Britton—Bloomington Police Department
Roy Aten – Engineering
Michael Stewart-- Engineering
Jane Kupersmith – Economic and Sustainable Dev.

Beth H. Hollingsworth thanked everyone for keeping the city beautiful and getting all of the potholes filled. Adam commented the count so far is 2,506 potholes filled from the beginning of the year.

**MESSAGES FROM
BOARD MEMBERS**

Daniel Dixon, City Legal, deferred to appellant for state his appeal.

**PETITIONS AND
REMONSTRANCES**

Public Comment: Anuj Garg stated his case. Officer Elijah Britton explained the sequence of responding to noise complaints and the tickets are rolled-over, meaning they accumulate in cost each time.

**Appeal Noise Citation # 38006
for 524 N. College Ave., Apt
403**

Board Comments: Hollingsworth asked Officer Britton about the noise and how far away he could hear it. Officer Britton confirmed that he could hear the music from at least 40 feet away. Hollingsworth addressed Mr. Garg regarding his definition of a party. She stated that his description was more like that of a party instead of just a small gathering. Cox Deckard commented that it wasn't so much the number of people in one place, but the noise and that is why the City has noise ordinances.

Hollingsworth made a motion to deny the Appeal Noise Citation #

38006 for 524 N. College Ave., Apt 403. Cox Deckard seconded. Motion is passed.

Michael Stewart, Engineering, deferred to appellant to state his case.

Public Comments: Caylan Evans, appellant, explained his appeal. Michael Stewart agreed with the time-line that the appellant mentioned. He commented on the communications with appellant up to the issuance of the fine.

Adam Wason, Public Works, asked the appellant if he had ever reached out to Public Works staff after he received the letter about sidewalk repair. Mr. Evans responded that he did not. See meeting packet for details. Wason commented on the efforts of the City on Title XII, which regulates the use of the right-of-way. He explained that there are several reasons behind those changes. Wason explained that staff have put a lot of time and effort into this item and recommended the fine be upheld.

Board Comments: Cox Deckard commented that she appreciated all the documentation between the appellant and City staff. She echoed Wason's comments, that right-of-way use and closure is something the Board hears nearly every meeting. It's not that the appellant is the first person to violate the ordinance. Typically when there is a violation, it is brought back into compliance fairly quickly. She stated that as a board, they consider these types of issues seriously, coordinating with City staff and City Council to ensure that sidewalks are pedestrian friendly and accessible to the community as a whole.

Cox Deckard made a motion to deny the Chapter 12.08 appeal on right-of-way use for 1205 N. Madison Street. Hollingsworth seconded. Motion is passed.

1. Approval of Minutes – March 16, 2021
 2. Quarterly Staff Report Pursuant to Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements
 3. Right of Entry and License Agreement with City Flats on Walnut
 4. Approval of Payroll
- Hollingsworth made a motion to approve the consent agenda. Cox Deckard seconded. Motion is passed.

Appeal of Notice of Violation for Right-of-Way use 1205 N. Madison (Bloom Design and Build, LLC.)

CONSENT AGENDA

Jane Kupersmith, Economic & Sustainable Development presented Resolution 2021-06: Push Cart in Public Right-of-Way (Seedlings). See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Resolution 2021-06: Push Cart in Public Right-of-Way (Seedlings). Cox Deckard seconded. Motion is passed.

Roy Aten, Engineering, presented Noise Waiver and Night-time work for College Mall Road Repaving Project. See meeting packet for details.

Board Comments: Hollingsworth wanted to be certain that the residents had been notified. Wason confirmed coordination with residences and businesses. Cox Deckard commented that generally when crews are working during the day and night, the noisiest work is avoided during the night.

Cox Deckard made a motion to approve Noise Waiver and Night-time work for College Mall Road Repaving Project. Hollingsworth seconded. Motion is passed.

Adam Wason, Public Works, presented Wall Construction at BPD on behalf of J.D. Boruff. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to award construction contract to Strauser Construction for Wall Construction at BPD. Cox Deckard seconded. Motion is passed.

Adam Wason, Public Works, sent condolences to the family of Deputy Driver, with the Monroe County Sheriff's Department, who was killed in the line of duty the previous night. Wason mentioned the College Mall Road project will piggy-back on the completion of the Moore's Pike and Sare Road projects.

Hollingsworth questioned if the Brian Thunberg ACL repair listed under Animal Shelter was for the person or the dog? Wason confirmed that it was indeed for an animal. Also added that

NEW BUSINESS
Resolution 2021-06:
Push Cart in Public Right-of-Way (Seedlings)

Noise Waiver and Night-time work for College Mall Road Repaving Project

Wall Construction at BPD

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

Thunberg came to the Shelter to perform the surgeries on site.

Cox Deckard made a motion to approve claims in the amount of \$ 1,157,530.80. Hollingsworth seconded. Motion is passed.

Palazzo called for adjournment at 6:18 p.m.

ADJOURNMENT

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2021-07 - Push Cart in Right of Way
Petitioner/Representative: Linda Lewis, Rasta Pops LLC
Staff Representative: Marnina Patrick
Meeting Date: April 13, 2021

Linda Lewis, owner of Rasta Pops LLC, has applied to renew Pushcart License to operate a food cart. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling pre-packaged ice pops.

This application is for six (6) months; the license will expire on October 13, 2021.

Staff is supportive of the request.

Marnina Patrick



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

May-Oct

2. Applicant Information

| | | | |
|-------------------|------------------------|---------------|-----|
| Name: | Linda Lewis Rasta Pops | | |
| Title/Position: | Owner | | |
| Date of Birth: | 8/8/66 | | |
| Address: | 812 S. Henderson St. | | |
| City, State, Zip: | Bloomington IN | | |
| E-Mail Address: | lindalew@hotmail.com | | |
| Phone Number: | 812.219.6611 | Mobile Phone: | --- |

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 for the city.

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

4. Company Information

| | | | | |
|------------------------|---|--------------------------------------|--------------------------------------|--|
| Name of Employer: | Rasta Pops | | | |
| Address of Employer: | 812 S. Henderson St. | | | |
| City, State, Zip: | Bloomington IN 47401 | | | |
| Employment Start Date: | 2015 | End Date (If known): | | |
| Phone Number: | 812.219.6611 | | | |
| Website / Email: | rastapops.com | | | |
| Company is a: | <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Corporation | <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 |
|-------------|---------------------------------|
| Juri Santos | 812 S. Henderson Bloomington |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

6. Company Incorporation Information (For Corporations and LLC's Only)

| | |
|---|---------|
| Date of incorporation or organization: | 2015 |
| 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: | | Varies | |
| Place or places where you will conduct business (If private property, attach written permission from property owner): | | Sidewalks + events around Bloomington | |
| Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. | | Please Attach | |
| Have you had a similar license, either from the city Bloomington, or a different municipality, revoked? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (If Yes) Provide details | | Bloomington | |

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

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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 |
| <input checked="" type="checkbox"/> | Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. |
| <input checked="" type="checkbox"/> | A copy of your business's registration with the Indiana Secretary of State. |
| <input checked="" type="checkbox"/> | A copy of your Employer ID number 47-1034206/0 |
| <input checked="" type="checkbox"/> | A signed copy of the Prohibited Location Agreement |
| <input checked="" type="checkbox"/> | A signed copy of the Standards of Conduct Agreement |
| <input checked="" type="checkbox"/> | Fire inspection (if required) NA |
| <input checked="" type="checkbox"/> | Picture of pushcart |
| <input checked="" type="checkbox"/> | Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler |

For City Of Bloomington Use Only

| | | | |
|--|-----------------------------------|----------------|--------------|
| Received in ESD Date Received: MAR 22 2021 | Received By: Marrina P. | Date Approved: | Approved By: |
|--|-----------------------------------|----------------|--------------|

04-07-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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 | | CONTACT NAME: McKenzie Goodrich | |
| Shine Insurance Agency | | PHONE (A/C, No, Ext): 8126798779 | FAX (A/C, No): |
| 205 N. College Ave. Suite 208 | | E-MAIL ADDRESS: mckenzie@shineinsurance.com | |
| Bloomington IN 47404 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: WEST BEND MUT INS CO | NAIC # 15350 |
| INSURED | | INSURER B: | |
| Rasta Pops, LLC | | INSURER C: | |
| 812 S Henderson St | | INSURER D: | |
| Bloomington IN 47401-4841 | | INSURER E: | |
| | | INSURER F: | |

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 | | | 2113245 | 01/06/2021 | 01/06/2022 | EACH OCCURRENCE | \$ 1,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | MED EXP (Any one person) | \$ Excluded |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | OTHER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | AUTOMOBILE LIABILITY | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | |
| | <input type="checkbox"/> ANY AUTO | | | | | | | \$ | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | UMBRELLA LIAB | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | <input type="checkbox"/> OCCUR | | | | | | | \$ | |
| | EXCESS LIAB | | | | | | EACH OCCURRENCE | \$ | |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ | |
| | DED | | | | | | | \$ | |
| | RETENTION \$ | | | | | | PER STATUTE | OTHER | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | E.L. EACH ACCIDENT | \$ | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Bloomington 401 N Morton St Bloomington IN 47404-3729 | 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 <i>McKenzie Goodrich</i> |

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**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

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

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.

Linda Lewis (Rasta Pops)

Name, Printed

[Signature] 4/7/2021

Signature

Date Release Signed

State of Indiana
Office of the Secretary of State

Certified Copies

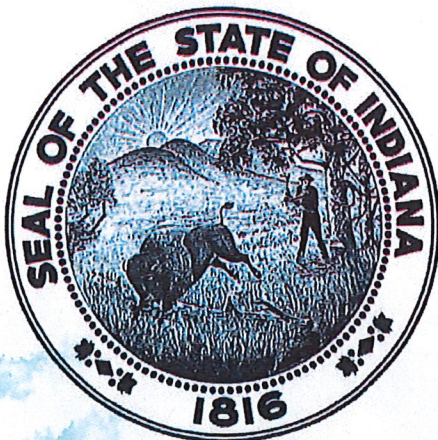
To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this 1 page document consisting of the following records filed in this office:

Certification Date: March 15, 2021
Business Name: RASTA POPS LLC
Business ID: 2014060400064

| Transaction | Date Filed | No. of pages |
|------------------------|--------------------|--------------|
| Business Entity Report | 09/16/2016 | 1 |
| | Total No. of pages | 1 |



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 15, 2021

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2014060400064 / 13553903

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>
Expires on April 14, 2021.

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

CERTIFICATE OF ORGANIZATION

of

RASTA POPS LLC

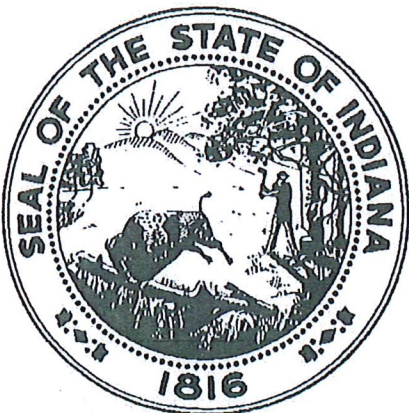
I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 03, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 04, 2014

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
6/4/2014 8:41 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

RASTA POPS LLC

112 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

LINDA LEWIS

112 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 6/3/2014

Electronic Signature: LINDA LEWIS



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

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

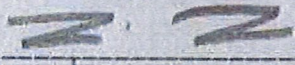
As a licensed Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

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

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- o Between the north side of Dodds Street and the south side of 2nd Street
- o Between the north side of 3rd Street and the south side of 4th Street
- o Between the north side of 6th Street and the south side of Fairview Street

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

Vendor: Rasta Pops
Name: Linda Lewis
Signature: 
Date: 4/7/2021



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

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

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


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

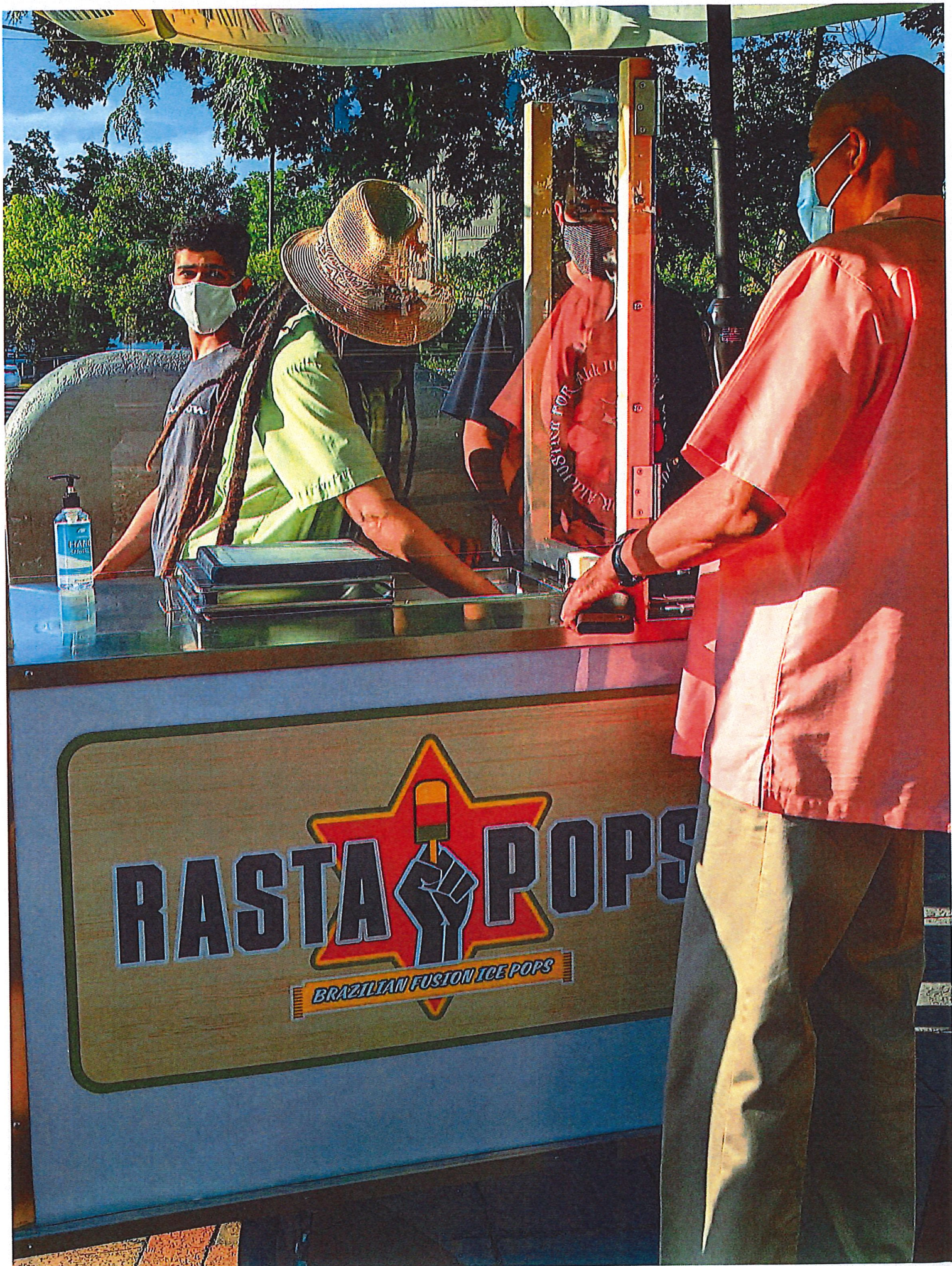
- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food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

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

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

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

Vendor: Rasta Pops
Name: Linda Lewis
Signature: 
Date: 4/7/2021



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



RASTA POPS (PUSH CART)
LINDA LEWIS
2361 RAPPEL AVENUE - ONE WORLD
BLOOMINGTON, IN 47404

2021

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 FEB 26 2021
By Thomas W. Maypro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-07**

**Pushcart in Public Right of Way
Rasta Pops LLC**

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

WHEREAS, Rasta Pops LLC (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for six (6) months until and including October 13, 2021.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public

RESOLUTION 2021-07

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 13th DAY OF APRIL, 2021

BOARD OF PUBLIC WORKS:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2021-07 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Linda Lewis, Owner
Rasta Pops LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Resolution 2021-08 – Push Cart in Right of Way
Petitioner/Representative: Jordan Davis, Director of Operations
Penguin Enterprises LLC dba The Chocolate Moose
Staff Representative: Marnina Patrick
Meeting Date: April 13, 2021

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

The business will operate from a pushcart selling ice cream.

This application is for one year: from April 14, 2021, until and including April 13, 2022.

Staff is supportive of the request.

Marnina Patrick



PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

| | | | |
|-------------------|-------------------------------|---------------|--------------|
| Name: | Jordan Davis | | |
| Title/Position: | Director of Operations | | |
| Date of Birth: | 01-22-1990 | | |
| Address: | 104 East Kirkwood Ave Apt 102 | | |
| City, State, Zip: | Bloomington, IN 47408 | | |
| E-Mail Address: | jdavis@moosebtown.com | | |
| Phone Number: | 317-439-3903 | Mobile Phone: | 317-439-3903 |

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 for the city.

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

4. Company Information

| | | | |
|------------------------|---|--|--------------------------------------|
| Name of Employer: | The Chocolate Moose | | |
| Address of Employer: | P.O. Box 1685 | | |
| City, State, Zip: | Bloomington, IN 47402 | | |
| Employment Start Date: | | End Date (If known): | |
| Phone Number: | 317-439-3903 | | |
| Website / Email: | moosebtown.com | | |
| Company is a: | <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Corporation | <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 |
|-----------------|--------------|
| Justin Loveless | 812-320-2289 |
| Adam Estes | |
| Warren Cutshall | |
| | |
| | |
| | |
| | |
| | |
| | |

6. Company Incorporation Information (For Corporations and LLC's Only)

| | |
|---|------|
| Date of incorporation or organization: | 2012 |
| State of incorporation or organization: | IN |
| (If Not Indiana) Date qualified to transact business in state of Indiana: | 2012 |

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

| | |
|--|---|
| Pre-packaged 1/2 pints of our homemade ice cream | |
| Planned hours of operation: | Fridays 11am-9pm, Assorted other events |
| Place or places where you will conduct business (If private property, attach written permission from property owner): | Switchyard Park/Food Truck Friday, Kirkwood, other various events |
| Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. | Please Attach <input checked="" type="checkbox"/> |
| Have you had a similar license, either from the city Bloomington, or a different municipality, revoked? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (If Yes) Provide details | |

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

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• 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 |
| <input checked="" type="checkbox"/> | Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. |
| <input checked="" type="checkbox"/> | A copy of your business's registration with the Indiana Secretary of State. |
| <input type="checkbox"/> | A copy of your Employer ID number 45-5010807 |
| <input checked="" type="checkbox"/> | A signed copy of the Prohibited Location Agreement |
| <input checked="" type="checkbox"/> | A signed copy of the Standards of Conduct Agreement |
| <input type="checkbox"/> | Fire inspection (if required) NA |
| <input checked="" type="checkbox"/> | Picture of pushcart |
| <input checked="" type="checkbox"/> | Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler |

For City Of Bloomington Use Only

| | | | |
|-----------------------------------|--------------------------------|----------------|--------------|
| Date Received: 03-30-21 | Received By: Marnina | Date Approved: | Approved By: |
|-----------------------------------|--------------------------------|----------------|--------------|



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

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.

Jordan A. Davis

Name, Printed

Handwritten signature of Jordan A. Davis in black ink.

Signature

3-30-21

Date Release Signed

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



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

2021

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

FEB 12 2021

Issued

By

Thomas W. Maynard

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
2000168774624

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

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

000550



PENGUIN ENTERPRISES LLC
PO BOX 1685

TID: 0143693786
LOC: 001
FID: 45-5010807/0

ISSUED: 04/01/2020

EXPIRES: 04/30/2022

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

Robert J. James Jr.



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

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

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

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

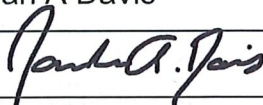
€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- Between the north side of Dodds Street and the south side of 2nd Street
- Between the north side of 3rd Street and the south side of 4th Street
- Between the north side of 6th Street and the south side of Fairview Street

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

Vendor:

Name: Jordan A Davis

Signature: 

Date: 3-30-21



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Jordan A Davis

Signature: 

Date: 3-30-21



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Special Event Consent

This letter authorizes The Chocolate Moose, to park a pushcart
(Name of Pushcart)

within one-block radius of the following Special Event: Food Truck Friday
(Name of Special Event)

This consent shall run concurrent with the Pushcart License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The owner and operator of the Pushcart is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: Jordan A Davis

Signature: *Jordan A. Davis*

Date: 3-30-21

Telephone Number: 317-439-3903

Vendor:

Name: Jordan A Davis

Signature: *Jordan A. Davis*

Date: 3-30-21

Telephone Number: 317-439-3903



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-08**

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

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

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

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for one (1) year from April 14, 2021, until and including April 13, 2022.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public

RESOLUTION 2021-08

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 13th DAY OF APRIL, 2021

BOARD OF PUBLIC WORKS:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2021-08 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jordan Davis, Director of Operations
Penguin Enterprises LLC dba The Chocolate Moose

Date: _____



Board of Public Works Staff Report

| | |
|-----------------------------------|--|
| Project/Event: | Black Lives Matter Mural - 6th Street - Encroachment |
| Petitioner/Representative: | ESD, Parks Dept, Baneker Community Center Advisory Council, & Bloomington Arts Commission. |
| Staff Representative: | Sean Starowitz |
| Meeting Date: | April 13, 2021 |
| Event Date: | April 17, 2021 (Rain date May 1, 2021) |

Report: The City of Bloomington Economic & Sustainable Development Department, Board of Park Commissioners, Baneker Community Center & Advisory Council, Bloomington Arts Commission, Office of the Mayor, Community Family Resources Department and Bloomington Common Council endorse the painting of a Black Lives Matter mural on 6th Street between N. College Ave and N. Walnut Streets on April 17, 2021 (Rain Date 5/1/2021) from 6 AM to 8 PM. This interdepartmental project is requesting the Board of Public Works to permit this use of a public right of way and join in this public display of support for our Black and Brown residents who have been fighting for justice and equality for far too long.

This certificate is issued to Eric Pearson as an exemption for Monroe County, IN gathering size limits.

This certificate is valid on 4/17/2021 to allow for a maximum of 70 people

*Black Lives Matter Mural.

Issued 3/31/2021 by Monroe County Health Department.

Issued by: kh





Dear Resident/Business Owner,

The Banneker Community Center Advisory Council along with the City of Bloomington will host the installation of a street mural on April 17th or May 1st (weather permitting) on 6th street between College and Walnut between the hours of 6:00 a.m. and 8:00 p.m. The road closure will begin at 6:00 am and will end at approximately 8:30 pm. As this event may affect your business we wanted to give you time to plan accordingly. The sidewalks will remain open, but the street and parking will be unavailable. Approximately 80 participants will be involved throughout the course of the day.

The Board of Public Works will hear this event at the April 13th meeting beginning at 5:30 p.m. via Zoom. You are invited to share your support or concerns at this meeting or prior in writing to the Board of Public Works at public.works@bloomington.in.gov

Plans for this art installation include painting the words "Black Lives Matter" throughout the road in green, red, yellow, and black paint. The City will be working with local Black artists who designed the Elm Street mural to help implement this installation. Differing from Elm Street, this piece will be in plain block letters. Volunteers will be sought to take part in the painting of the mural throughout the day in 45-minute shifts. All participants must wear masks throughout the day and will be screened for COVID-19 symptoms prior to taking part. Paint brushes and other items will be sanitized after each shift and participants will be assigned spaces to work to ensure proper distancing.

Proposed by the Banneker Community Center Advisory Council (BCCAC), the first Black Lives Matter street mural was painted on Elm Street between 7th and 8th streets on October 24th, 2020. Each word features a unique design and volunteers participated in installing the piece during the day. In the original proposal developed throughout the Fall of 2020, the BCCAC sought to create two murals with the second taking place in a downtown location. The Bloomington Common Council passed its Resolution 20-16 in support of this proposed street mural on September 23, 2020.

Any interested volunteers can sign up online at the City of Bloomington, IN-Banneker Community Center website with links also on the Banneker Community Center Facebook page. **If you or your business would like to contribute or table at this event, please contact Erik Pearson at pearsons@bloomington.in.gov.**



Road Closed Ahead

Type 3 Barricade/jersey barrier

Type 3 Barricade/jersey barrier

Road Closed Ahead

Map

Google

Imagery ©2021 IndianaMap Framework Data, Map data ©2021 United States Terms Privacy Send feedback 20 ft

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-10**

**Encroachment Agreement Regarding the Installation of Public Art
on 6th St. between N. Walnut Street and N. College Ave**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise city streets; and

WHEREAS, pursuant to IC § 36-9-6-3, the Board of Public Works has custody of and may maintain all real and personal property of the city;

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

WHEREAS, the City condemns systemic racism, racial animus, racial bias and all forms of racial inequity; and

WHEREAS, the members of the Banneker Community Center Advisory Council proposed a street mural which would include the painting of the words “Black Lives Matter” on W. 6th Street between N. Walnut Street and N. College Ave; and

WHEREAS, the street mural will not prohibit or inhibit pedestrian or vehicular traffic along the right of way; and

WHEREAS, the Bloomington Common Council passed its Resolution 20-16 in support of this proposed street mural on September 23, 2020; and

WHEREAS, the City wishes to authorize the installation of public art which vividly portrays the City’s condemnation of racism and inequality that has for far too long acutely affected the City’s Black and Brown residents;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City approves this effort to demonstrate its animosity to all forms of racism and hereby agrees to allow an encroachment of this public art street mural upon the public right of way at W 6th Street between N. College Street and N. Walnut Street.
2. No further encroachments may be made onto the right of way without first obtaining the Board of Public Works’ approval for any additional encroachment.
3. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching street mural interferes with the planned public improvements, the City shall provide notice regarding the necessary removal of the encroaching street mural.

ADOPTED THIS _____ DAY OF _____, 2021.

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

POLICY ON CONFLICTS OF INTEREST RELATED TO DEPUTY MAYOR

Background:

The Mayor has appointed Donald Griffin, Jr., to succeed Mick Renneisen as Deputy Mayor of the City of Bloomington (“City”), with Mr. Griffin assuming his official duties on April 26, 2021. Mr. Griffin is the owner of Griffin Realty Holdings LLC, a commercial and residential real estate firm operating in Monroe County. Neither the laws of the State of Indiana nor any policy of the City requires that Mr. Griffin divest himself of his business; however, as the City does on occasion buy and sell property in Bloomington, the City deems it prudent and appropriate to put in place safeguards designed to avoid conflicts of interest between Mr. Griffin, his business, and the City. This Policy on Conflicts of Interest Related to Deputy Mayor (“Policy”) is one such safeguard.

Statement of Policy:

In order to avoid the reality or the appearance of a conflict of interest while Mr. Griffin is serving as Deputy Mayor, the City and its affiliated entities, as well as relevant boards that approve contracts, including the Bloomington Redevelopment Commission, the Bloomington Board of Public Works, the Bloomington Public Transportation Corporation, the Bloomington Housing Authority, the Bloomington Board of Park Commissioners, and the City of Bloomington Utilities and the Utilities Service Board, will not engage the services of Griffin Realty Holdings LLC, or real estate or any related services of Mr. Griffin personally, during his tenure as Deputy Mayor.

Procedure in the Event of a Conflict:

On occasion, a conflict may be unavoidable or warranted. Indiana law has a procedure for managing such conflicts that applies to all public servants in the State, including Mr. Griffin as Deputy Mayor. (A “Public Servant” is defined as a person who: (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity; (2) is elected or appointed to office to discharge a public duty for a governmental entity; or (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.)

Under IC 35-44.1-1-4 a “Conflict of Interest” occurs if a public servant has a pecuniary interest in, or derives profit from, a contract or purchase by the public entity the public servant serves. In the event an unavoidable or warranted conflict should arise, Mr. Griffin is required to disclose in writing: (1) a description of the contract or purchase, and (2) a description of his financial interest in the contract or purchase sworn under penalty of perjury. The disclosure must be approved by the Mayor and accepted by the City or City-affiliated entity involved at a public meeting prior to final action on the contract. The disclosure must also be filed with the Indiana State Board of Accounts and the clerk of the Monroe County Circuit Court within 15 days of final action on the contract.

Oversight:

The Legal Department, through its Ethics Officer, is the Administrator of the Policy. The Office of the Mayor, the Legal Department, the Controller's Office and Mr. Griffin will be collectively responsible for monitoring compliance with the Policy and alerting the Legal Department of any potential conflicts that arise during Mr. Griffin's tenure as Deputy Mayor. In addition, Department Heads must remain aware of the Policy and vigilant in looking out for potential conflicts during the course of their work.

This Policy was adopted by:

The City of Bloomington via the Office of the Mayor, on _____, 2021

The Bloomington Redevelopment Commission on _____, 2021

The Bloomington Board of Public Works on _____, 2021

The Bloomington Public Transportation Corporation Board on _____, 2021

The Bloomington Housing Authority on _____, 2021

The Board of Park Commissioners on _____, 2021

The Bloomington Utilities Service Board on _____, 2021

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

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|----------|---------------|------|-------------|---------------|-------------------|
| 4/9/2021 | Payroll | | | | 471,418.33 |
| | | | | | <u>471,418.33</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 \$ 471,418.33

Dated this 13th day of April year of 2021.

Dana Palazzo President Beth H. Hollingsworth Vice President Kyla Cox Deckard 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: Change Order #1 for the Curve Warning Signs Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 04/13/2021

Report:

This project was awarded on November 10, 2020 to Ragle Inc. The Notice to Proceed was issued on December 16, 2020. Work began on or about February 24, 2021. This contract includes the replacement/relocation of multiple traffic warning signs within the City of Bloomington. The original contract amount for this project was \$31,551.00. Change order #1 is required to balance out the final contract amount.

Item #006 802 05704 Sign Post, Square Type 1 Unreinforced Anchor Base increased by 2.5 LFT Adding \$25.00

Item #009 802 09838 Sign Sheet, With Legend, 0.080 In. Thickness increased by 4.5 SFT Adding \$67.50

Item #010 802 09840 Sign Sheet, With Legend, 0.10 In. Thickness increased by 18.75 SFT Adding \$281.25

Item #011 109-08359 Liquidated Damages Decreased \$1.00

If approved this change order will result in an increase of \$372.75. The final adjusted contract amount will be \$31,923.75. Funding source: 101-13-130000-54310.

Supporting Justification: Change order #1 will result in an increase of \$372.75. The final adjusted contract amount will be \$31,923.75.

Russell White

City of Bloomington Contract and Purchase Justification Form

Vendor: **Ragle Inc.**

Contract Amount: **\$31,551.00**

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

PURCHASE INFORMATION

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

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

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

| | | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|---|-------------------------------------|--------------------------|
| # of Submittals: 1 | Yes | No | | Yes | No |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the lowest cost selected? (If no, please state below why it was not.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ragle Inc. \$31,551.00 | | |
| Was an evaluation team used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Was scoring grid used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Were vendor presentations requested? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

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

This project was awarded on November 10, 2020 to Ragle Inc. The Notice to Proceed was issued on December 16, 2020 Work began on or about February 24, 2021. This contract includes the replacement/relocation of multiple traffic warning signs within the City of Bloomington. The original contract amount for this project was \$31,551.00. Change order #1 is required to balance out the final contact amount.
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Russell White

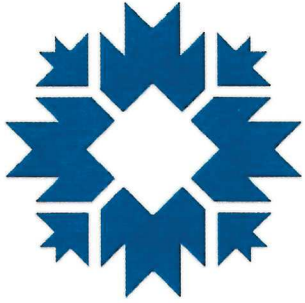
Project Manager

Engineering Department

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Warning Signs Replacement Relocation

| | |
|----------------------------------|--|
| Description | Contract: BC-2020-91-CN Award: 09/01/2020 Replacement/relocation of multiple traffic warning signs within the City of Bloomington. |
| Prime Contractor | Ragle INC P.O. Box 444 Newburg, IN 47629 |
| Change Order | 1 |
| Status | Pending |
| Date Created | 03/31/2021 |
| Summary | Balancing Change Order for Final Payment |
| Change Order Description | Balancing Change Order for Final Payment |
| Awarded Project Amount | \$31,551.00 |
| Authorized Project Amount | \$31,551.00 |
| Change Order Amount | \$372.75 |
| Revised Project Amount | \$31,923.75 |

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|---|-----------|------|------------|----------|-------------|----------|----------|----------|-------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| Section: 1 - Description | | | | | | | | | |
| 006 | 802-05704 | LFT | \$10.000 | 767.000 | \$7,670.00 | 2.500 | \$25.00 | 769.500 | \$7,695.00 |
| SIGN POST, SQUARE TYPE 1 UNREINFORCED ANCHOR BASE | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 009 | 802-09838 | SFT | \$15.000 | 126.000 | \$1,890.00 | 4.500 | \$67.50 | 130.500 | \$1,957.50 |
| SIGN, SHEET, WITH LEGEND, 0.080 IN. | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 010 | 802-09840 | SFT | \$15.000 | 357.000 | \$5,355.00 | 18.750 | \$281.25 | 375.750 | \$5,636.25 |
| SIGN, SHEET, WITH LEGEND, 0.100 IN. | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 011 | 109-08359 | DOL | \$1.000 | 1.000 | \$1.00 | -1.000 | -\$1.00 | 0.000 | \$0.00 |
| LIQUIDATED DAMAGES | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 4 items | | | Totals | | \$14,916.00 | | \$372.75 | | \$15,288.75 |

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

| | | |
|----------|-------------------------------|-----------------------|
| _____ | <u><i>Milburn</i></u> | _____ |
| Engineer | Contractor | Board of Public Works |
| _____ | <u><i>Project Manager</i></u> | _____ |
| Title | Title | Title |
| _____ | <u><i>03/31/2021</i></u> | _____ |
| Date | Date | Date |



Board of Public Works Staff Report

| | |
|-----------------------------------|--|
| Project/Event: | Request from Goodman Construction Company, Inc. to close a lane of N Walnut St |
| Staff Representative: | Paul Kehrberg, Engineering Department |
| Petitioner/Representative: | Derrick Goodman |
| Date: | April 13, 2021 |

Report: Goodman Construction Company, Inc. is requesting to close a lane of N Walnut St for a water and sewer tap for a new building project at 1117 N Walnut St. They will need to phase the closure, closing one lane at a time to cross the street. One lane will remain open at all times. The lane closures will take place from April 26 to April 30, 2021.

They will also need to close the sidewalk on the west side of N Walnut St as they dig across into the alley. The sidewalk closure will take place for only one day on April 26, 2021. They will use plastic plating to make the sidewalk accessible overnight. The sidewalk on the east side sidewalk will need to be closed in conjunction with the eastern lane closure. They will keep the sidewalk open on at least one side of the street at all times.

Lastly, they will need to fully close the east/west alley just south of the project to finish the utility connections. The alley closure will take place from April 19 to April 30, 2021.

We have discussed the project and the phasing of the closures with the contractor. We have reviewed their maintenance of traffic plans. Goodman Construction has sent notifications to all of the adjacent properties, specifically those affected by the alley closure.

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



April 1, 2021

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

RE: Alley closure and lane closure for Elia Living project located at 1117 North Walnut Street, Bloomington, IN

Dear Board Members,

Goodman Construction Co. Inc. is needing to perform water, storm, and sanitary connections for the Elia Living project at the address of 1117 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary alley closure between addresses of 1111 and 1117 N. Walnut and lane closure of Walnut St., as well as a 1-day sidewalk closure on East and West side of Walnut Street from 15th Street through 16th Street for pedestrian safety. We plan on using temporary plating to open sidewalks up once work is done each day. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating in approximately 7 feet for the sanitary tie in point and 5 feet for the water tie in. Also, this closure we help GCC to perform with better efficiency. Goodman Construction Co. Inc. is requesting the closure for the alley from April 19, 2021 through April 30, 2021 and the lane closure on Walnut starting April 26, 2021 through April 30, 2021.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure. Therefore, Goodman Construction respectfully request that the board of Public Works approves the restrictions referenced above from April 19, 2021 through April 30, 2021.

A handwritten signature in black ink, appearing to read 'Dayne Goodman', with a long horizontal flourish extending to the right.

Thank you,
Dayne Goodman - 812-798-3260

Goodman Construction Co. Inc.
2597 W. Fountain Dr.
Bloomington, IN 47404
Tel. 812-822-0747
dayne@goodmanconstructionco.com



April 6, 2021

RE: Alley closure and Lane closure for Elia Living project located at 1117 North Walnut Street, Bloomington, IN

To Whom It May Concern,

Goodman Construction Co. Inc. is needing to perform water, storm, and sanitary connections for the Elia Living project at the address of 1117 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary alley closure between addresses of 1111 and 1117 N. Walnut and lane closure of Walnut St., as well as a 1-day sidewalk closure on East and West side of Walnut Street from 15th Street through 16th Street for pedestrian safety to the Board of Public Works on April 13th, 2021 at 5:30 pm. We plan on using temporary plating to open sidewalks up once work is done each day. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating in approximately 7 feet for the sanitary tie in point and 5 feet for the water tie in. Also, this closure we help GCC to perform with better efficiency. Goodman Construction Co. Inc. is requesting the closure for the alley from April 19, 2021 through April 30, 2021 and the lane closure on Walnut starting April 26, 2021 through April 30, 2021.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure on April 19, 2021 through April 30, 2021.

A handwritten signature in black ink that reads 'Dayne A. Goodman'.

Thank you,
Dayne Goodman - 812-798-3260



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS

OF ROW ACTIVITY: 1117 N Walnut St. Bloomington, IN

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Derrick Goodman
E-MAIL: derrick@goodmanconstructionco.com
COMPANY: Goodman Construction Co. Inc.
ADDRESS: 2597 W Fountain Dr.
CITY, STATE, ZIP: Bloomington, IN 47404
24-HR EMERGENCY CONTACT NAME: Derrick Goodman
24-HR CONTACT PHONE #: 812-798-9195

ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

****SUBCONTRACTOR INFORMATION****
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Goodman Construction Co. Inc.
IS THIS A CBU* COUNTY* IU* NP* **PROJECT?**
PROJECT NAME: Elia Living
PROJECT #:
PROJECT MGR.:
PROJECT MGR. #:

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

B. WORK DESCRIPTION:

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

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME: Alley between 1111 and 1117 N Walnut
 ROAD CLOSURE LANE CLOSURE 1 2 3
 SIDEWALK* BIKE LANE OTHER Alley Closure
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
START DATE: 4/19/2021 END DATE: 4/30/2021 # OF DAYS*: 10
REQUESTED CLOSURE HOURS: 8:00 AM - 4:30 PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)
ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? 120x6x6 Storm
LxWxD OF PAVEMENT* EXCAVATIONS: 70x5x5 Water
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
LxWxD OF NON-PAVEMENT* EXCAVATIONS:
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
LINEAL FT OF BORE*:
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
OF POLE INSTALL/REMOVAL:
LxWxD OF SIDEWALK RECONSTRUCTION*:
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
LxWxD OF SIDEWALK NEW CONSTRUCTION*:
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
OF DRIVEWAY INSTALLATIONS:

C. INDEMNIFICATION AGREEMENT:

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

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

PRINT NAME: Derrick Goodman
SIGNATURE: Derrick R. Goodman
DATE: 4/1/2021



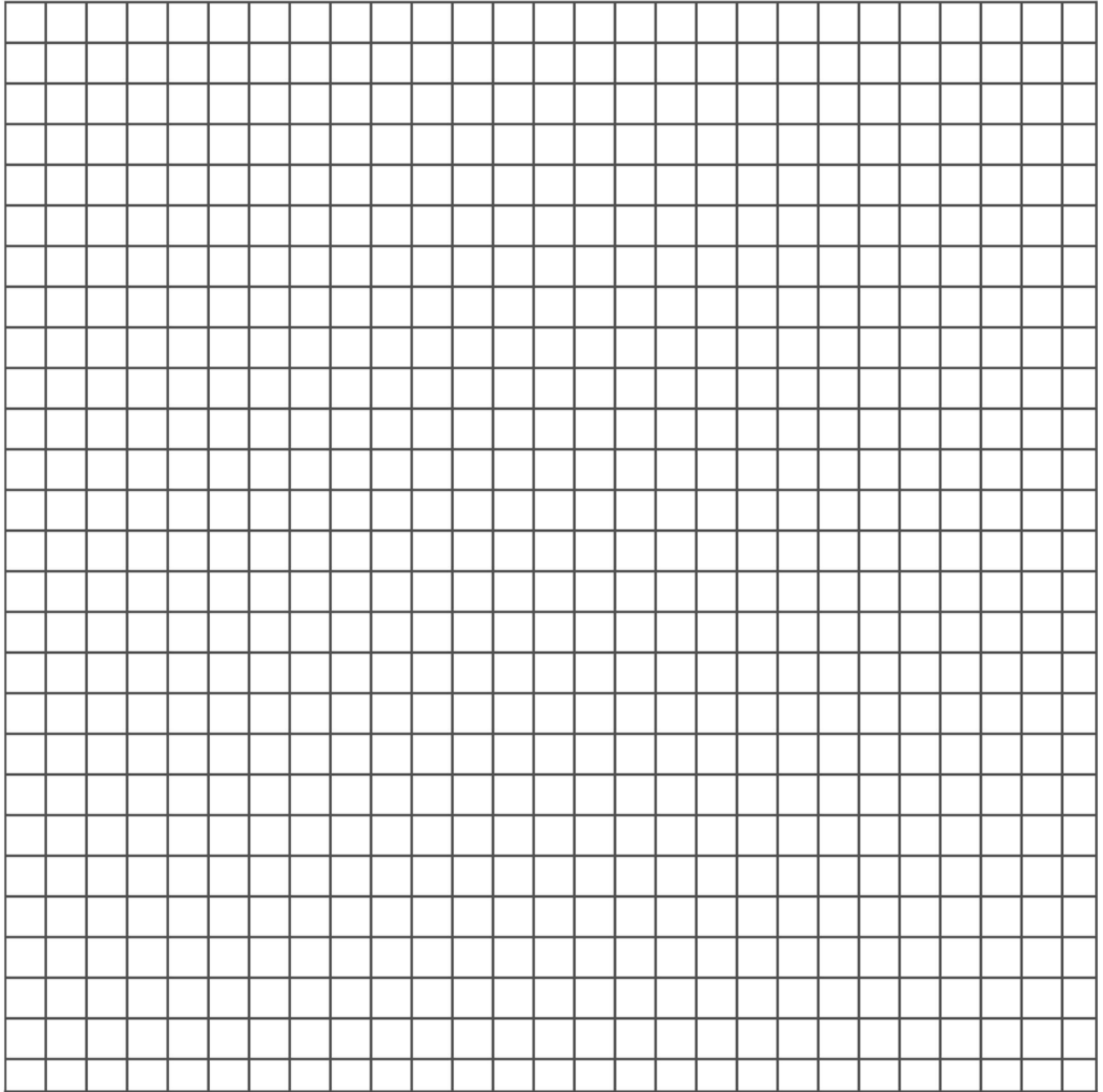
TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

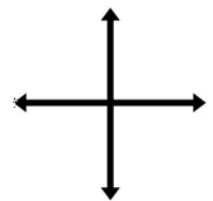
Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a ***TOTAL ROAD CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a ***SIDEWALK, BIKE LANE OR LANE CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>



NOTES/ADDITIONAL INFORMATION/LEGEND:



Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm

UTILITY LEGEND

PROPOSED PRIVATE COMBINED WATER SERVICE LINE: WSL
 8" DIP, PRESSURE CLASS 350 AND FITTINGS, REFER TO MECHANICAL JOINT RESTRAINT DETAIL FOR THRUST RESTRAINT DESIGN REQUIREMENT, 48" COVER MIN.

PROPOSED PRIVATE FIRE PROTECTION SERVICE LINE: FSL
 DIP, PRESSURE CLASS 350 AND FITTINGS, REFER TO MECHANICAL JOINT RESTRAINT DETAIL FOR THRUST RESTRAINT DESIGN REQUIREMENT, 48" COVER MIN. CONTRACTOR TO COORDINATE WITH FIRE SUPPRESSION ENGINEER FOR SIZE AND OTHER INFORMATION ON COMPLETE WORKING FIRE PROTECTION SYSTEM. REFER TO "P" SERIES DRAWINGS.

PROPOSED PRIVATE DOMESTIC SERVICE LINE: DSL
 FOR 2-INCH OR LESS SERVICE LINES FROM THE "WSL" TO THE METER SHALL BE EITHER TYPE "K" COPPER IN CONFORMANCE WITH ASTM B88 OR BLUE POLYETHYLENE AWMA 901 PE4710, ASTM D2737, CTS 5099 PAC250 (NSF 61). USE SDR-21 AND FITTINGS FOR DOMESTIC WATER SERVICE LINES FROM THE METER TO THE BUILDINGS TO BE SERVED. FOR SERVICE LINES GREATER THAN 2 INCH, REFER TO THE "P" SERIES DRAWINGS FOR MORE INFORMATION AND FINAL SIZE DETERMINATION. ONE LINE SHOWN SHALL BE CONNECTED AND SPLIT WITH VALVES AS INDICATED FOR ALL DOMESTIC AND COMMERCIAL PORTIONS OF THE BUILDINGS. SEE CBU SPECIFICATIONS.

PROPOSED WATER VALVE PER CBU SPECIFICATIONS

PROPOSED STAND ALONE FIRE DEPARTMENT CONNECTION LOCATION
 5" SLOPE TYPE WITH 30° DOWN ANGLE - CONTRACTOR TO COORDINATE WITH BLOOMINGTON FIRE DEPARTMENT, REFER TO DETAIL

PROPOSED POST INDICATOR VALVE LOCATION IN ACCORDANCE WITH CBU SPECIFICATIONS. CONTRACTOR TO PLACE MONITORING SWITCH WITH CABINET TO CONNECT TO CORRESPONDING PANEL WITHIN BUILDING. REFER TO THE FIRE PROTECTION SERIES DRAWINGS FOR MORE INFORMATION WITHIN BUILDING.

2" DOMESTIC METER YOKES/ETER IN A 30" METER PIT PER CBU STANDARDS. REFER TO DETAIL (CBU STANDARD DETAIL NO. 28) COORDINATE FINAL SIZE OF REQUIRED METER WITH CBU

PROPOSED ASTM D3034 SDR 35 PVC TO PROPERTY LINE: S-SL C.O.
 AWMA C300 FROM PROPERTY LINE TO CONNECTION AT MAIN. THIS SEPARATE LINE WITHIN BUILDING.
 4" MIN. SANITARY LATERAL AND SANITARY SEWER CLEAN-OUT. REFER TO DETAILS 24" COVER MIN. REFER TO PLUMBING PLAN FOR PROPOSED INVERT ELEVATIONS LEAVING PROPOSED BUILDING. SEE ALSO CONNECTION TO PROPOSED SANITARY MAIN AS SHOWN ON CLEAN-OUT DETAIL. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE PARTS ARE ORDERED AND WORK HAS COMMENCED.

PROPOSED ASTM D3034 SDR 35 PVC TO PROPERTY LINE: G-SSL C.O.
 AWMA C300 FROM PROPERTY LINE TO CONNECTION WITH OTHER SANITARY LATERAL. THIS SEPARATE LINE WITHIN BUILDING.
 4" MIN. SANITARY LATERAL AND SANITARY SEWER CLEAN-OUT. REFER TO DETAILS 24" COVER MIN. REFER TO PLUMBING PLAN FOR PROPOSED INVERT ELEVATIONS LEAVING PROPOSED BUILDING. SEE ALSO CONNECTION TO PROPOSED SANITARY MAIN AS SHOWN ON CLEAN-OUT DETAIL. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE PARTS ARE ORDERED AND WORK HAS COMMENCED.

SANITARY SEWER GREASE TRAP - G-SSL
 PROCEPT CMC 1300 (SEE PLAN) BY GREEN LITTLE OR APPROVED EQUAL WITH 24" CAST IRON COVER AND FRAME (24" COVER OVER INFLUENT AND EFFLUENT PIPE TO GREASE INTERCEPTOR EXACTLY) REQUIRED FOR EFFLUENT PIPING TO GO OVER ADJACENT EXISTING STORM PIPE. CONTRACTOR TO POUR A 4" X 4" X 6" DEEP CONCRETE COLLAR CENTERED AROUND COVER AND FRAME AND TO GREASE TRAP TO BUILDING TO CONNECT TO OTHER VENTILATION PIPING. CONTRACTOR TO EXTEND CLEANOUTS OF SYSTEM TO GRADE AND FOLLOW PLUMBING DETAIL. REFER TO THE CITY OF BLOOMINGTON INSPECTOR ONCE ANTI-FLOATATION CONCRETE REQUIREMENT AND OTHER INSTALLATION INSTRUCTIONS FOR THE GREASE TRAP. CONTRACTOR REQUIRED TO CALL THE CITY OF BLOOMINGTON INSPECTOR ONCE THE GREASE INTERCEPTOR IS IN PLACE AND PRIOR TO BACKFILLING.

SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL SHADDED AREAS

PIPE INVERT ELEVATION (INVERTS GIVEN BY PLUMBING ENGINEER - SEE PLUMBING DRAWINGS FOR EXACT INVERT LOCATIONS). NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE INSTALLATION IS BEGUN

NOTE: ALL WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON UTILITY SPECIFICATIONS

NOTE: ALL INVERT ELEVATIONS PROVIDED EXCEPT OUTSIDE THE BUILDINGS WERE GIVEN BY THE PLUMBING ENGINEER. CONTRACTOR SHALL COORDINATE WITH "P" SERIES DRAWINGS FOR FINAL EXISTING BUILDING UTILITY INVERT ELEVATIONS

NOTE: ALL SITE AND BUILDING INTERNAL FIRE SUPPRESSION SYSTEM COMPONENTS SHALL BE COORDINATED WITH AND APPROVED BY THE CITY OF BLOOMINGTON FIRE INSPECTOR. TM CLAMP AT (812) 349-1889 AND THE FIRE SUPPRESSION ENGINEER BEFORE SYSTEM SHOWN IS CONSTRUCTED OR PARTS ORDERED.

NOTE: CONTRACTOR TO USE A STEEL SLEEVE WHEN IT IS SHOWN TO ROUTE PIPING THROUGH WALL. COORDINATE WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS

SITE IMPROVEMENT LEGEND

(A) PROPOSED ASPHALT PAVING - REFER TO DETAIL

(PP) PROPOSED CITY OF BLOOMINGTON PAVEMENT PATCH REPAIR PAVING - REFER TO DETAIL

(C) PROPOSED REINFORCED CONCRETE PAVEMENT - REFER TO DETAIL

(F) PROPOSED CONCRETE PATIO OR SIDEWALK. REFER TO PLAN FOR LOCATIONS AND REFER TO DETAIL

(H) PROPOSED MONOLITHIC CURB AND SIDEWALK - REFER TO DETAIL

(12) PROPOSED 6" STANDING CURB - REFER TO DETAIL

(13) PROPOSED CONCRETE CURB TRANSITION, 6" LENGTH FROM 0" TO 6" CURB HEIGHT

(R) PROPOSED INDOT SIDEWALK ACCESSIBLE RAMP - REFER TO DETAIL

(R4) PROPOSED SIDEWALK ACCESSIBLE RAMP, 1:12 SLOPE MAX. SEE GRADING PLAN 5/8" DEEP GROOVES SPACED 2" O.C. - TRANSITION CURB FROM 0" TO 6" CURB HEIGHT OVER 6' LENGTH

(21) PROPOSED PARKING MARKING; PAINTED, SOLID, WHITE, 4" WIDE

(21A) PROPOSED ADA PARKING MARKING; PAINTED, SOLID, BLUE - REFER TO DETAIL

(26) PROPOSED PAVEMENT MARKING; PAINTED, CROSS HATCH, WHITE, 6" WIDE SPACED AT 3' O.C. IN LIMITS SHOWN

(AP5) HANDICAP PARKING SIGN, REFER TO DETAIL

(VA) VAN ACCESSIBLE SUPPLEMENTAL SIGN ACCORDING TO NATIONAL ADA STANDARDS - FASTEN BELOW HANDICAP PARKING SIGN WHERE INDICATED, REFER TO DETAIL

(DE) PROPOSED DUMPSTER ENCLOSURE - CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR DETAILS AND FURTHER SPECIFICATIONS. REFER TO ALSO TO ARCHITECTURAL PLANS FOR FINAL BOLLARD INFORMATION, DETAIL AND PLACEMENT AROUND AND WITHIN DUMPSTER AREA. CONTACT THE ENGINEER WITH ANY DISCREPANCIES

(BP) PROPOSED BIKE PARKING - FOUR "ORIGINAL CYCLOPS" BIKE RACK MODEL 2170-3 SPACED AT 3' WITH 202"X80"X4" CONCRETE PAD WITH 4" THICK COMPACTED #53 STONE BASE - REFER TO DETAIL AND MANUFACTURER'S RECOMMENDATIONS ON INSTALLATION

(IP) PROPOSED PERMEABLE PAVERS PARKING AREA - REFER TO DETAIL ON SHEET C301 AND SEE GRADING LEGEND FOR INFORMATION ON THE UNDERDRAIN SYSTEM

(B) PROPOSED BOLLARD - REFER TO DETAIL

(DU) CONCRETE CURB DRAINAGE TURN-OUT - REFER TO DETAIL

(ST) PROPOSED CONCRETE STOOP TO CONNECT TO SIDEWALK WITH EXPANSION JOINT - REFER TO GRADING PLAN AND DETAILS IN ARCHITECT'S PLANS FOR CONNECTION TO BUILDING

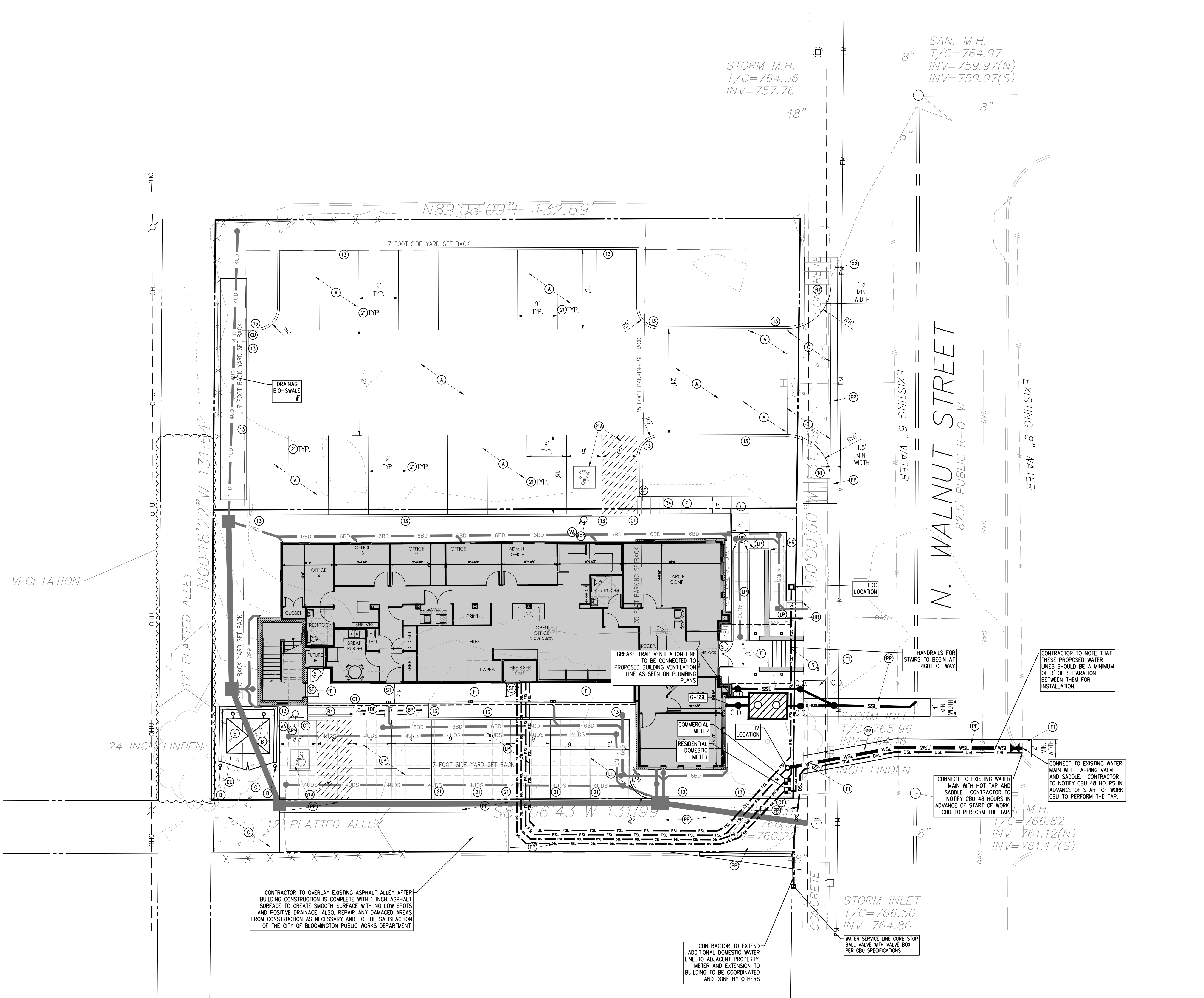
(S) PROPOSED CONCRETE STAIRS, CHECK WALLS AND HANDRAILS AS SHOWN, 6" RISER HEIGHT - REFER TO GRADING PLAN FOR ELEVATIONS AND ALSO SITE DETAILS FOR SPECIFICATIONS

(HR) PROPOSED ADA RAMP HANDRAIL

SEE ARCHITECTURAL & STRUCTURAL DRAWINGS FOR ALL SHADDED AREAS

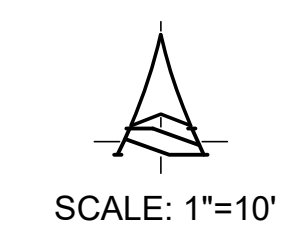
NOTE TO CONTRACTOR

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.



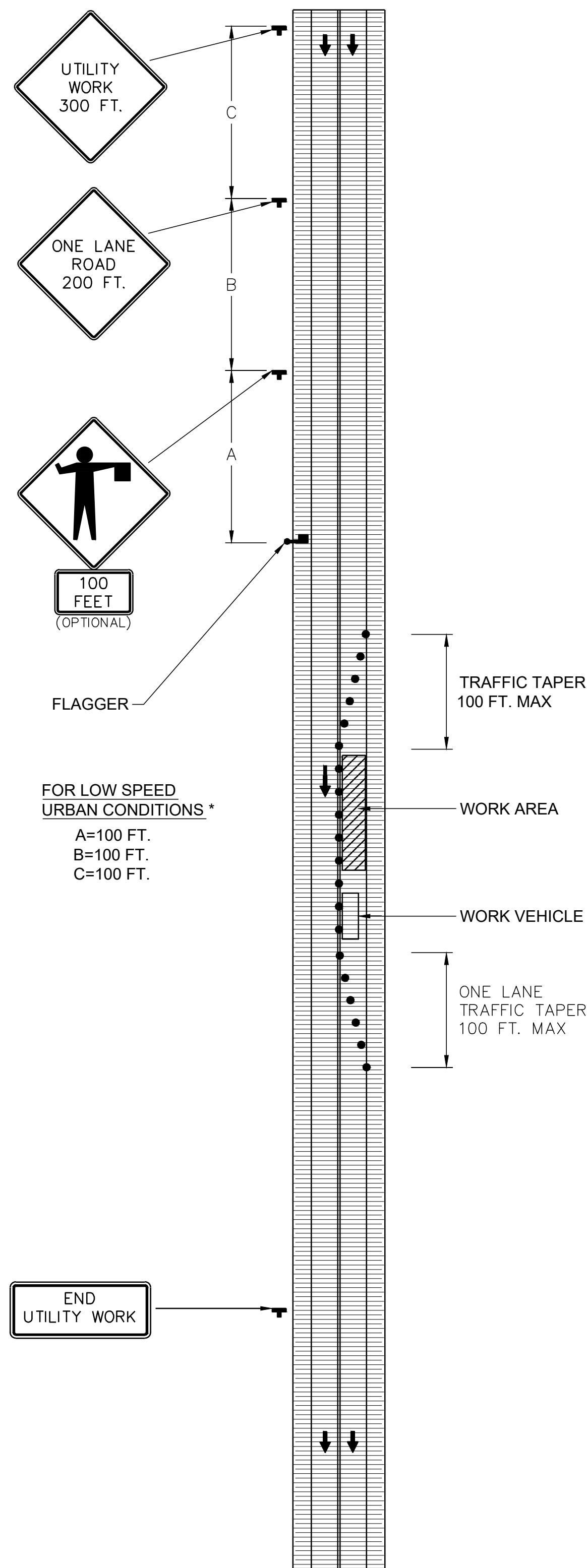
IMPERVIOUS SURFACE CALCS

| |
|---|
| TOTAL SITE AREA = 17,416 S.F. (0.40 AC) |
| TOTAL SITE IMPERVIOUS SURFACE = 10,328 S.F. (0.24 AC) |
| TOTAL SITE IMPERVIOUS PERCENTAGE = 59.3% (AFTER PAVERS) |



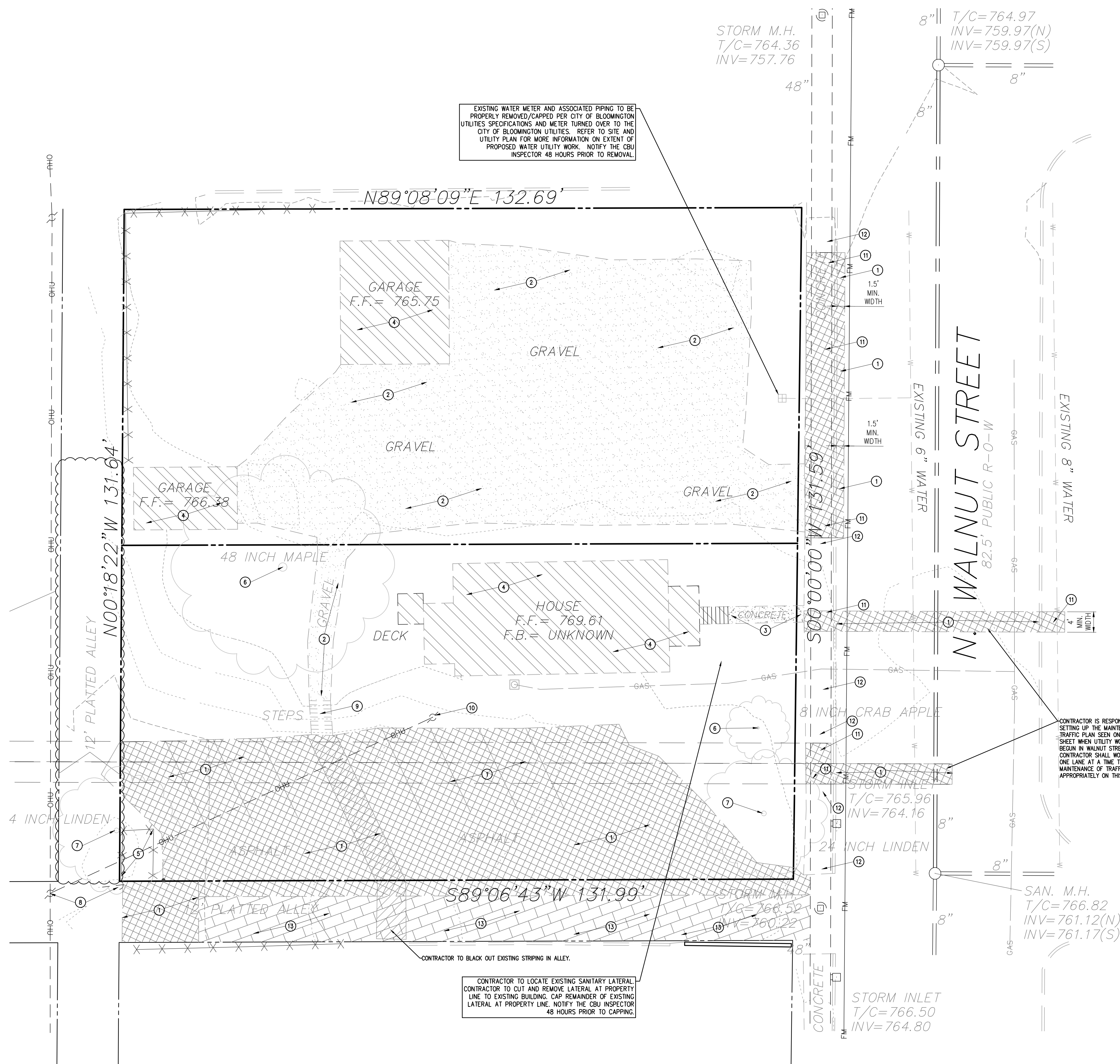
NOTES:

- FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS. A "BE PREPARED TO STOP" SIGN MAY BE ADDED TO THE SIGN SERIES.
- WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN.
- FOR LOW-VOLUME SITUATIONS WITH SHORT WORK ZONES ON STRAIGHT ROADWAYS WHERE THE FLAGGER IS VISIBLE TO ROAD USERS APPROACHING FROM BOTH DIRECTIONS, A SINGLE FLAGGER.
- AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN EMERGENCIES.



**DETAIL - TRAFFIC CONTROL PLAN
(AT TWO LANE ONE-WAY ROAD)**

NOT TO SCALE



EXISTING WATER METER AND ASSOCIATED PIPING TO BE PROPERLY REMOVED/CAPPED PER CITY OF BLOOMINGTON UTILITIES SPECIFICATIONS AND METER TURNED OVER TO THE CITY OF BLOOMINGTON UTILITIES. REFER TO SITE AND UTILITY PLAN FOR MORE INFORMATION ON EXTENT OF PROPOSED WATER UTILITY WORK. NOTIFY THE CBU INSPECTOR 48 HOURS PRIOR TO REMOVAL.

CONTRACTOR TO LOCATE EXISTING SANITARY LATERAL. CONTRACTOR TO CUT AND REMOVE LATERAL AT PROPERTY LINE TO EXISTING BUILDING. CAP REMAINDER OF EXISTING LATERAL AT PROPERTY LINE. NOTIFY THE CBU INSPECTOR 48 HOURS PRIOR TO CAPPING.

NOTE:
CONTRACTOR TO FILL FROM THE REMOVAL OF THE EXISTING HOME WITH #53 COMPACTED STONE IN ACCORDANCE WITH INDOT SPECIFICATIONS FOR STRUCTURAL BACKFILL. CONTRACTOR IS RESPONSIBLE TO VERIFY WITH TESTING THROUGH GEOTECHNICAL ENGINEERING FIRM THAT COMPACTION HAS ADEQUATE LOAD ANALYSIS UNDER PROPOSED BUILDING/PARKING LOT BEFORE FOUNDATION FOR PROPOSED BUILDING HAS BEGUN



SCALE: 1"=10'

EXISTING LEGEND

| | |
|--|---------|
| EXISTING FENCE | -X-X-X- |
| EXISTING WATER LINE | -W- |
| EXISTING OVERHEAD UTILITY LINES | -OHU- |
| EXISTING UNDERGROUND ELECTRIC LINES | -UGE- |
| EXISTING UNDERGROUND TELEPHONE LINES | -UGT- |
| EXISTING UNDERGROUND FIBER OPTIC LINES | -FO- |
| EXISTING GAS LINE | -GAS- |
| EXISTING SANITARY FORCEMAIN | -FM- |
| EXISTING CONTOUR | -XXX- |
| FLOW LINE | ->>>- |
| EXISTING SANITARY SEWER AND MANHOLE | -S-S- |
| EXISTING STORM SEWER AND INLET | -S-S- |
| PROPERTY LINE | - - - - |

DEMOLITION LEGEND

- EXISTING ASPHALT PAVING AND BASE TO BE REMOVED, SAWCUT EXISTING PAVEMENT AT LINE DELINEATED ON PLAN FOR PLACEMENT OF SITE IMPROVEMENTS.
- EXISTING GRAVEL PAVING AND BASE TO BE REMOVED, REMOVE EXISTING PARKING BUMPER BLOCKS AS WELL DURING DEMOLITION.
- EXISTING CONCRETE PAVING AND BASE TO BE REMOVED, SAWCUT EXISTING PAVEMENT AT LINE DELINEATED ON PLAN FOR PLACEMENT OF SITE IMPROVEMENTS (IF NEEDED).
- EXISTING BUILDING TO BE REMOVED INCLUDING THEIR RESPECTIVE PORCHES/CONCRETE, BUILDING FOUNDATIONS, STEPS, AND ASSOCIATED SERVICE LATERALS, METERS, UTILITY UNITS/BOXES & UTILITY LINES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY ABANDONED UTILITY LINES IN PROJECT LIMITS. CONTRACTOR TO BACKFILL WITH COMPACTED #53 STONE IN ACCORDANCE WITH INDOT SPECIFICATIONS FOR STRUCTURAL BACKFILL AREAS. CONTRACTOR TO SEAL ALL REMAINING OPENINGS IN UTILITY PIPING/CONDUITS OR MANHOLES SCHEDULED TO REMAIN WATER TIGHT PER CITY OF BLOOMINGTON SPECIFICATIONS. NOTIFY THE CITY OF BLOOMINGTON UTILITIES AT (812) 339-1444 48 HOURS PRIOR TO REMOVAL. CONTRACTOR TO BE RESPONSIBLE TO ENSURE UTILITY COMPANIES ARE CONTACTED TO REMOVE THEIR APPROPRIATE SERVICE LINES.
- EXISTING DUMPSTER SURROUND AND ASSOCIATED PAVEMENT TO BE REMOVED IN ITS ENTIRETY.
- EXISTING TREE AND STUMP ALONG WITH ANY SHRUBS/VEGETATION TO BE REMOVED IN THEIR ENTIRETY.
- EXISTING TREE TO REMAIN AND TO BE PROTECTED DURING DEMOLITION AND CONSTRUCTION.
- EXISTING UTILITY POLE AND ANY GUY WIRES TO REMAIN TO BE PROTECTED DURING THE CONSTRUCTION AND DEMOLITION PROCESS.
- EXISTING STEPS TO BE REMOVED IN ITS ENTIRETY.
- EXISTING UTILITY POLE AND ASSOCIATED WIRING TO BE REMOVED - REFER TO THE SITE ELECTRICAL AND LIGHTING PLAN FOR PROPOSED LIGHTING AND ELECTRICAL INFORMATION. CONTRACTOR TO COORDINATE WITH DUNE ENERGY.
- EXISTING CONCRETE CURB/SIDEWALK AND BASE TO BE REMOVED, SAWCUT EXISTING CURB/SIDEWALK AT LINE DELINEATED ON PLAN FOR PLACEMENT OF SITE IMPROVEMENTS.
- EXISTING CONCRETE CURB/SIDEWALK AND BASE TO REMAIN, SAWCUT EXISTING CURB/SIDEWALK AT LINE DELINEATED ON PLAN FOR PLACEMENT OF SITE IMPROVEMENTS.
- CONTRACTOR TO MILL EXISTING ASPHALT DOWN 1 INCH AFTER CONSTRUCTION OF THE BUILDING.

NOTE: ONCE THIS DEMOLITION PLAN HAS BEGUN IMPLEMENTATION THE SITE EROSION CONTROL PLAN SHALL ALSO BE IMPLEMENTED IMMEDIATELY TO PREVENT ANY POLLUTION OFF-SITE

NOTE: ALL ITEMS SCHEDULED TO BE REMOVED SHALL BE DISPOSED OF APPROPRIATELY OFF SITE INCLUDING TREES/VEGETATION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY ITEMS THAT ARE NOT SCHEDULED FOR REMOVAL BUT WOULD IMPEDE THE SUCCESSFUL CONSTRUCTION OF ALL IMPROVEMENTS AND A COMPLETE FUNCTIONAL PROPOSED SITE PLAN. ALL ITEMS NOT SCHEDULED FOR REMOVAL SHALL REMAIN IN PLACE AND PROTECTED DURING CONSTRUCTION.



DIAL '811' BEFORE YOU DIG
PER INDIANA STATE LAW IC8-1-26.
IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

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.

TABOR BRUCE ARCHITECTURE & DESIGN INC.
1101 S. WALNUT STREET - BLOOMINGTON, IN 47401
TELEPHONE: (812) 332-2528 WEB: WWW.TABORBRUCE.COM

BBB BYNUM FAYO & ASSOCIATES, INC.
ARCHITECTURE PLANNING
CIVIL ENGINEERING
Bloomington, Indiana
(812) 339-2990 (Fax)
528 north walnut street
(812) 332-8030

A NEW MIXED USE APARTMENT BUILDING FOR:
ELIA LIVING, LLC.
1117 N. WALNUT ST.
BLOOMINGTON, INDIANA 47404

Professional Engineer Seal: No. 18283, State of Indiana, Civil Engineering, dated 03.16.20.
PROJECT NO. S117
DATE: MAY 04, 2020
DRAWN BY: DJB
CHECKED BY: JSF
SHEET NAME: DEMOLITION PLAN
SHEET NO.: C201



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS

OF ROW ACTIVITY: 1117 N Walnut St. Bloomington, IN

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Derrick Goodman
E-MAIL: derrick@goodmanconstructionco.com
COMPANY: Goodman Construction Co. Inc.
ADDRESS: 2597 W Fountain Dr.
CITY, STATE, ZIP: Bloomington, IN 47404
24-HR EMERGENCY CONTACT NAME: Derrick Goodman
24-HR CONTACT PHONE #: 812-798-9195

ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

****SUBCONTRACTOR INFORMATION****

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Goodman Construction Co. Inc.

IS THIS A CBU* COUNTY* IU* NP* **PROJECT?**
PROJECT NAME: Elia Living
PROJECT #: _____
PROJECT MGR.: _____
PROJECT MGR. #: _____

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

B. WORK DESCRIPTION:

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

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME: Walnut St

ROAD CLOSURE LANE CLOSURE 1 2 3
 SIDEWALK* BIKE LANE OTHER
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

START DATE: 4/26/2021 END DATE: 4/30/2021 # OF DAYS*: 5

REQUESTED CLOSURE HOURS: 8:00 AM - 4:30 PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? 45x5x5 Water
LxWxD OF PAVEMENT* EXCAVATIONS : 20x5x7 Sanitary
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*: _____
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____
LxWxD OF SIDEWALK RECONSTRUCTION*: 5x5 Water 10x5 Sanitary
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

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

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

PRINT NAME: Derrick Goodman
SIGNATURE: Derrick R. Goodman
DATE: 4/1/2021



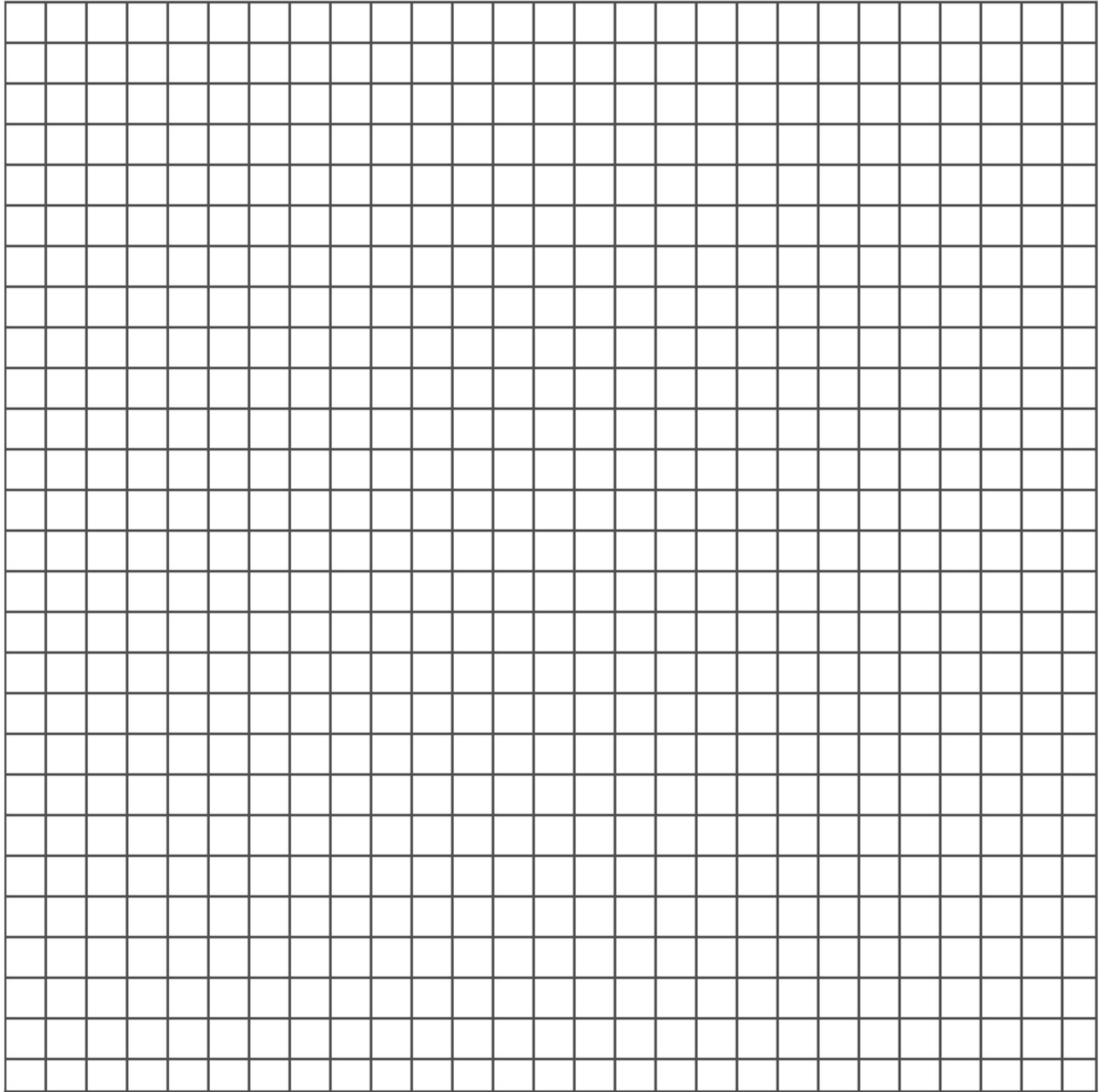
TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

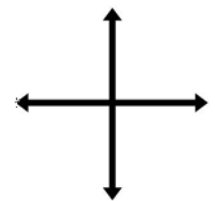
Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a **SIDEWALK, BIKE LANE OR LANE CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>



NOTES/ADDITIONAL INFORMATION/LEGEND:








Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/hlm/2009/part6/part6_toc.htm

Untitled Map

Write a description for your map.

Legend

-  Butler Winery Downtown Tasting Room
-  Create-A-Smile PC
-  CVS Pharmacy | Photo
-  Feature 1
-  Shean Law



UTILITY LEGEND

PROPOSED DEWATER COMBINED WATER SERVICE LINE - WCL
 6" DP, PRESSURE CLASS 300 AND FITTINGS, REFER TO MECHANICAL JOINT RESTRAINT DETAIL FOR BRIST RESTRANT DESIGN REQUIREMENT, 45° COVER MIN.

PROPOSED DEWATER FIRE PROTECTION SERVICE LINE - FPL
 DP, PRESSURE CLASS 300 AND FITTINGS, REFER TO MECHANICAL JOINT RESTRAINT DETAIL FOR BRIST RESTRANT DESIGN REQUIREMENT, 45° COVER MIN. CONTRACTOR TO COORDINATE WITH FIRE SUPPRESSION ENGINEER FOR SIZE AND OTHER INFORMATION ON COMPLETE WORKING FIRE PROTECTION SYSTEM. REFER TO TP SERIES DRAWINGS.

PROPOSED DEWATER DOMESTIC SERVICE LINE - DSL
 FOR 2-INCH OR LESS SERVICE LINES FROM THE "WCL" TO THE METER SHALL BE EITHER TYPE "X" COPPER IN CONFORMANCE WITH ASTM B306 OF BLUE POLYETHYLENE ANNA R01 PERDIA ASTM D2733, CIS 5059 PC250 (DIP 41). USE SDR-21 AND FITTINGS FOR DOMESTIC WATER SERVICE LINES FROM THE METER TO THE BUILDINGS TO BE SERVED. FOR 3-INCH OR GREATER SERVICE LINES FROM THE METER TO THE BUILDINGS TO BE SERVED, REFER TO THE "X" SERIES DRAWINGS FOR MORE INFORMATION AND FINAL SIZE DETERMINATION. ONE LINE SHOWN SHALL BE CONNECTED AND SHUT WITH VALVES AS INDICATED FOR ALL DOMESTIC AND COMMERCIAL PORTIONS OF THE BUILDINGS. SEE CBU SPECIFICATIONS.

PROPOSED WATER VALVE PER CBU SPECIFICATIONS

PROPOSED STAND ALONE FIRE DEPARTMENT CONNECTION LOCATION - 3" STREET TYP. WITH 30" COVER MIN. - CONTRACTOR TO COORDINATE WITH BLOOMINGTON FIRE DEPARTMENT, REFER TO DETAIL.

PROPOSED POST INDICATOR VALVE LOCATION IN ACCORDANCE WITH CBU SPECIFICATIONS. CONTRACTOR TO PLACE WORKING SMITH WIRE SIGNAL TO CONNECT TO CONSTRUCTION PAVEMENT WITH INFORMATION FROM THE FIRE PROTECTION SERIES DRAWINGS FOR MORE INFORMATION WITHIN BUILDING.

2" DOMESTIC METER W/SETTER IN A 30" METER PIT PER CBU STANDARDS. REFER TO DETAIL (CBU STANDARDS DETAIL NO. 28) COORDINATE FINAL SIZE OF METER WITH CBU.

PROPOSED SANITARY SEWER 35 P.P.C. TO PROPERTY LINE - SSL - C.O.
 ANNA R000 FROM PROPERTY LINE TO CONNECTION AT MAIN 6" SANITARY LATERAL AND SANITARY SEWER CLEAN-OUT. REFER TO DETAILS 24" COVER MIN. REFER TO PLUMBING PLAN FOR PROPOSED SILENT FLOWING LEAVING PROPOSED BUILDING. SLOPE AT ALL TIMES TO CONNECTION TO PROPOSED SANITARY MAIN AS SHOWN ON THE PLAN. REFER TO CONNECTION DETAIL, BACKSILL DETAIL OF PROPOSED FIRE GRADE AND WORK HAS COMMENCED.

PROPOSED SANITARY SEWER 35 P.P.C. TO PROPERTY LINE - C-SSL - C.O.
 ANNA R000 FROM PROPERTY LINE TO CONNECTION WITH OTHER SANITARY LATERAL. THIS LINE FOR USE ONLY FOR WASH BASIN, SINK, AND TOILET. REFER TO DETAILS 24" COVER MIN. REFER TO PLUMBING PLAN FOR PROPOSED SILENT FLOWING LEAVING PROPOSED BUILDING. SLOPE AT ALL TIMES TO CONNECTION TO PROPOSED SANITARY MAIN AS SHOWN ON THE PLAN. REFER TO CONNECTION DETAIL, BACKSILL DETAIL OF PROPOSED FIRE GRADE AND CLEANLINE DETAIL. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE THE FIRE GRADE AND WORK HAS COMMENCED.

SANITARY SEWER GREASE TRAP - C-SSL - C-SSL
 PROPOSED ONE 1500 G.P.E. PLAN BY GREEN BURLETT OR APPROVED EQUAL WITH 24" CAST IRON COVER AND FRAME. 1" COVER OVER OR EFFLUENT AND EFFLUENT PIPE TO GREASE INTERCEPTOR EXACTLY REQUIRED FOR EFFICIENT PUMP TO GO OVER ADJACENT EXISTING SEWER. REFER TO DETAIL FOR CONNECTION TO PROPOSED SANITARY MAIN AS SHOWN ON THE PLAN. CONTRACTOR TO EXTEND EXISTING SYSTEM TO GREASE TRAP. REFER TO PLUMBING PLAN FOR PROPOSED SILENT FLOWING LEAVING PROPOSED BUILDING. SLOPE AT ALL TIMES TO CONNECTION TO PROPOSED SANITARY MAIN AS SHOWN ON THE PLAN. REFER TO CONNECTION DETAIL, BACKSILL DETAIL OF PROPOSED FIRE GRADE AND CLEANLINE DETAIL. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE THE FIRE GRADE AND WORK HAS COMMENCED.

SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL SHADDED AREAS

PIPE INVERT ELEVATION (INVERT GIVEN BY PLUMBING DRAWING) - SEE PLUMBING DRAWINGS FOR EXACT INVERT LOCATION. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE INSTALLATION IS BEGUN.

NOTE: ALL METER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON UTILITY SPECIFICATIONS.

NOTE: ALL INVERT ELEVATIONS PROVIDED DIRECTLY OUTSIDE THE BUILDING WERE GIVEN BY THE PLUMBING ENGINEER. CONTRACTOR SHALL COORDINATE WITH TP SERIES DRAWINGS FOR FINAL EXISTING BUILDING UTILITY INVERT ELEVATIONS.

NOTE: ALL SITE AND BUILDING INTERNAL FIRE SUPPRESSION SYSTEM COMPONENTS SHALL BE COORDINATED WITH AND APPROVED BY THE CITY OF BLOOMINGTON FIRE INSPECTOR. TM CLAMP AT (317) 348-3889 AND THE FIRE SUPPRESSION ENGINEER BEFORE SYSTEM SHOWN IS CONSTRUCTED OR PARTS ORDERED.

NOTE: CONTRACTOR TO USE A STEEL SLEEVE WHEN IT IS SHOWN TO ROUTE PIPING THROUGH WALL. COORDINATE WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS.

SITE IMPROVEMENT LEGEND

(A) PROPOSED ASPHALT PAVING - REFER TO DETAIL

(B) PROPOSED CITY OF BLOOMINGTON PAVEMENT PATCH REPAIR PAVING - REFER TO DETAIL

(C) PROPOSED PERFORATED CONCRETE PAVEMENT - REFER TO DETAIL

(D) PROPOSED CONCRETE PAVEMENT OR SIDEWALK - REFER TO PLAN FOR LOCATIONS AND REFER TO DETAIL

(E) PROPOSED MONOLITHIC CURB AND SEAWALK - REFER TO DETAIL

(F) PROPOSED 6" STANDING CURB - REFER TO DETAIL

(G) PROPOSED CONCRETE CURB TRANSITION, 6" LEACH FROM 6" TO 4" CURB HEIGHT

(H) PROPOSED HOOT SIDEWALK ACCESSIBLE RAMP - REFER TO DETAIL

(I) PROPOSED SIDEWALK ACCESSIBLE RAMP, 1:12 SLOPE MAX., SEE GRADING PLAN, 5/8" DEEP GROOVES SPACED 2" O.C. - TRANSITION CURB FROM 6" TO 4" CURB HEIGHT OVER 4' LENGTH

(J) PROPOSED PARKING MARKING, PAINTED, SOLID, WHITE, 4" WIDE

(K) PROPOSED ADA PARKING MARKING, PAINTED, SOLID, BLUE - REFER TO DETAIL

(L) PROPOSED PAVEMENT MARKING, PAINTED, CROSS HATCH, WHITE, 6" WIDE SPACED AT 3' O.C. IN LIMITS SHOWN

(M) HANDICAP PARKING SIGN, REFER TO DETAIL

(N) VAN ACCESSIBLE SUPPLEMENTAL SIGN ACCORDING TO NATIONAL ADA STANDARDS - FASTEN BELOW HANDICAP PARKING SIGN WHERE INDICATED, REFER TO DETAIL

(O) PROPOSED DUMPSTER ENCLOSURE - CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR DETAILS AND FURTHER SPECIFICATIONS. REFER TO ALSO TO ARCHITECTURAL PLANS FOR FINAL BUILDING INFORMATION, DETAILS AND PLACEMENT AROUND AND WITHIN DUMPSTER AREA. CONTACT THE ENGINEER WITH ANY DISCREPANCIES.

(P) PROPOSED BIKE PAVING - FOUR "ORIGINAL CYCLOPS" BIKE RACK MODEL 2170-3 SPACED AT 3' WITH 20"X80"X4" CONCRETE PAD WITH 4" THICK COMPACTED #3 STONE BASE - REFER TO DETAIL AND MANUFACTURER'S RECOMMENDATIONS ON INSTALLATION

(Q) PROPOSED PERMEABLE PAVERS PARKING AREA - REFER TO DETAIL ON SHEET C301 AND SEE GRADING LEGEND FOR INFORMATION ON THE UNDERLAY SYSTEM

(R) PROPOSED BOLLARD - REFER TO DETAIL

(S) CONCRETE CURB DRAINAGE TURN-OUT - REFER TO DETAIL

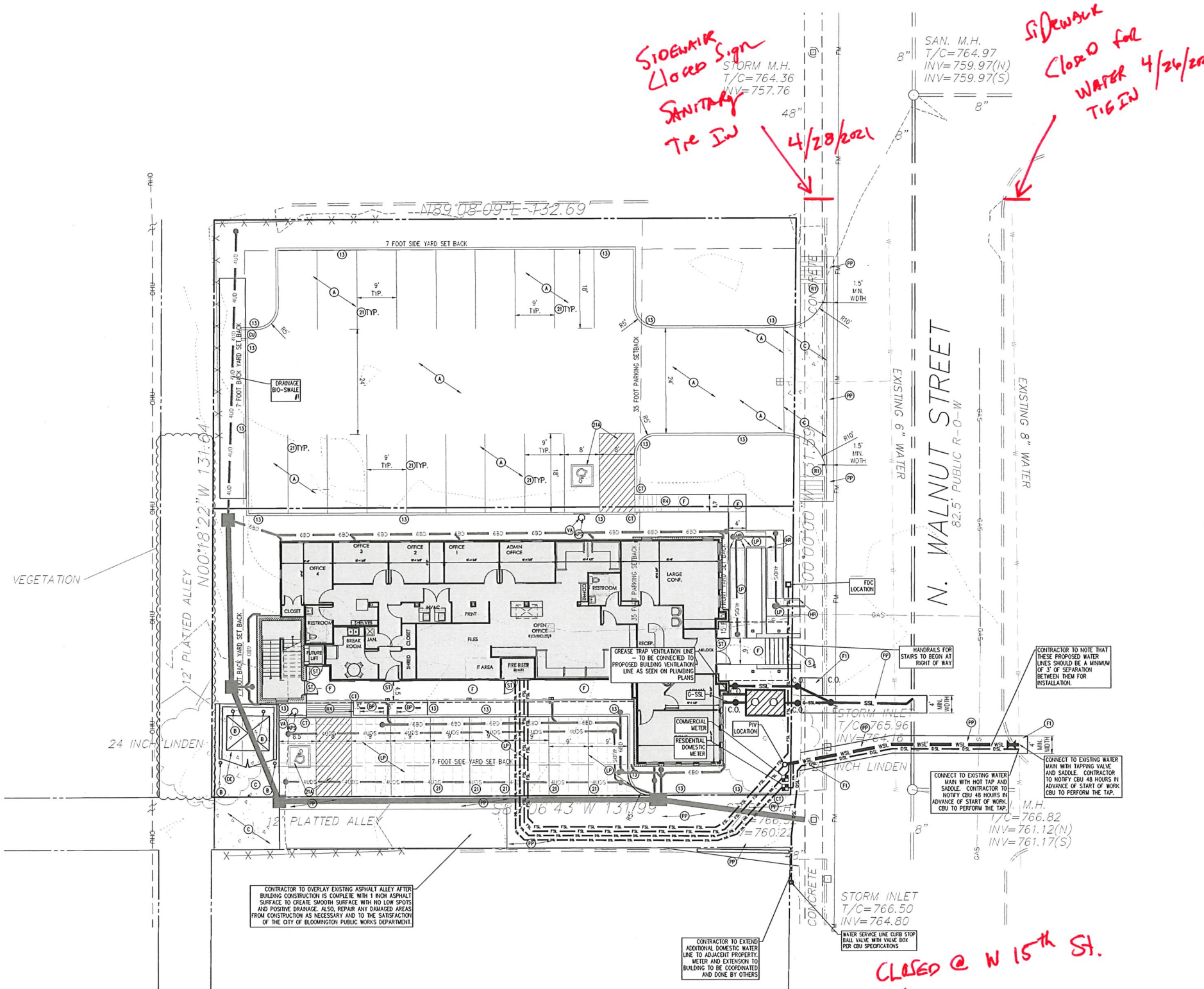
(T) PROPOSED CONCRETE STAIR, CHEEK WALLS AND HANDRAILS AS SHOWN, 6"X8" RISER HEIGHT - REFER TO GRADING PLAN FOR ELEVATIONS AND ALSO SEE REQUIRED DETAILS FOR SPECIFICATIONS

(U) PROPOSED ADA RAMP HANDRAIL

SEE ARCHITECTURAL & STRUCTURAL DRAWINGS FOR ALL SHADDED AREAS

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.



IMPERVIOUS SURFACE CALCS

| |
|---|
| TOTAL SITE AREA = 17,416 S.F. (0.40 AC) |
| TOTAL SITE IMPERVIOUS SURFACE = 10,328 S.F. (0.24 AC) |
| TOTAL SITE IMPERVIOUS PERCENTAGE = 59.3% (AFTER PAVERS) |

SCALE: 1"=10'

Sanitary Sidewalk Closed

Water Sidewalk Closed

Closed @ N 15th St.



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS
OF ROW ACTIVITY: _____

| A. APPLICANT/AGENT INFORMATION: | |
|--|---|
| APPLICANT NAME: <u>Derrick Goodman</u> | **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>Goodman Construction Co. Inc.</u> IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Elia Living</u> PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY |
| E-MAIL: <u>derrick@goodmanconstructionco.com</u> | |
| COMPANY: <u>Goodman Construction Co. Inc.</u> | |
| ADDRESS: <u>2597 W Fountain Dr.</u> | |
| CITY, STATE, ZIP: <u>Bloomington, IN 47404</u> | |
| 24-HR EMERGENCY CONTACT NAME: <u>Derrick Goodman</u> | |
| 24-HR CONTACT PHONE #: <u>812-798-9195</u> | |
| ADDITIONAL INFO: | |
| *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED | |

B. WORK DESCRIPTION:

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

| WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? | WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? |
|--|---|
| STREET NAME: <u>Walnut St.</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW START DATE: <u>4/26/2021</u> END DATE: <u>4/26/2021</u> # OF DAYS*: <u>1</u> REQUESTED CLOSURE HOURS: <u>8:00</u> AM - <u>4:00</u> PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) ADDITIONAL NOTES: Goodman Construction has to dig up one spot on the E Side of and W Side. Both would be open by end of the day. We plan on using hard plastic walking planks so pedestrians can walk. The sidewalks will be closed at different times. The water on E Side will be on 4/26/2021 and the Sanitary tie in will be on 4/28/2021. | DEPTH OR LxWxD IN FEET)? <u>5x5x5 Water 4/26/2021</u> <u>5x5x7 Sanitary 4/28/2021</u> LxWxD OF PAVEMENT* EXCAVATIONS : _____ *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: _____ *BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE # OF DRIVEWAY INSTALLATIONS: _____ |

C. INDEMNIFICATION AGREEMENT:


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

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

PRINT NAME: Derrick R. Goodman

SIGNATURE: Derrick R. Goodman

DATE: 4/7/2021



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.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a ***TOTAL ROAD CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
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- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
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Board of Public Works Staff Report

Project/Event: Contract with Martin Riley, Inc. for Site Development and Building Development Planning

Petitioner/Representative: Bloomington Fire Dept.

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

Meeting Date: April 13, 2021

This contract is for site investigations and development of a general building plan for a future fire station. It includes site surveys of potential locations that will include property boundaries, phase I environmental survey, and a preliminary site development plan. The contract will also include a building development plan that will include a conceptual building design.

Martin Riley, Inc. has an ongoing relationship with the Bloomington Fire Department. They have a background of designing fire stations. They are currently in the process of developing plans for the renovation of Fire Station #1.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

| | | | |
|-------------------------|-----------------------------------|--------------------|---------------------|
| Request for Quote (RFQ) | Request for Proposal (RFP) | Sole Source | Not Applicable (NA) |
| Invitation to Bid (ITB) | Request for Qualifications (RFQu) | Emergency Purchase | |

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

| | | | |
|--------------------------------------|-----|----|---|
| # of Submittals: | Yes | No | Was the lowest cost selected? (If no, please state below why it was not.) |
| Met city requirements? | | | |
| Met item or need requirements? | | | |
| Was an evaluation team used? | | | |
| Was scoring grid used? | | | |
| Were vendor presentations requested? | | | |

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

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Building Design and Site Surveys for New Fire Station

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 13th day of April, 2021, by and between the City of Bloomington Fire Department through the Board of Public Works (hereinafter referred to as "Board"), and Martin Riley, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to improve the facilities it oversees by engaging in efforts to construct, repair or improve their condition; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the building design, site surveys, and site design 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 required Services for the Board as set forth in Exhibit A, Scope of Services. 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 Department of Public Works 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 J. D. Boruff, Operations and Facilities Director, Department of Public Works (“Boruff”), to serve as the Board’s representative for the project. Boruff 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, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of Twenty Seven Thousand, Seven Hundred Fifty Dollars (**\$27,750.00**). This sum includes salaries, payroll taxes and insurance, employee fringe

benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, 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, Principal 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant 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
Dept. of Public Works
Attn: J. D. Boruff
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Consultant:

Martin Riley, Inc.
Attn: Jack Daniel
221 W. Baker St.
Fort Wayne, Indiana 46802

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.

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

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 Consultant obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Consultant 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 Consultant shall terminate the Agreement, unless the Consultant determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Consultant may allow the Agreement to remain in effect until the Consultant procures a new Consultant. If the Consultant terminated the Agreement, the Consultant or its subconsultant is liable to the Consultant 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 Consultant.

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

Martin Riley, Inc.

By: _____
Dana Palazzo, President

Jack Daniel, Principal

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Kyla Cox Deckard, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

1. Site Development Planning – Due Diligence

- a. Procurement of current ALTA Survey documenting the property boundaries, topography, improvements, utilities, easements, etc.
- b. Procurement of Phase I Environmental Survey (if necessary).
- c. Procurement of geotechnical report including soil borings (up to 10 borings).
- d. Attempt to identify abandoned systems (i.e. wells/cisterns/septic tanks).
- e. Identify potential floodway/wetlands restrictions (no delineation is included).
- f. Research existing zoning/restrictive covenants and any variances that may be required for the intended use.
- g. Identify existing utilities availability and capacity.
- h. Meet and coordinate with INDOT and Bloomington Traffic engineering and officials of current owner to understand their anticipated requirements.
- i. Coordinate with the Bloomington Stormwater Management Authorities to develop a preliminary topography/drainage strategy.
- j. Develop a preliminary site development plan to illustrate placement of building, drives, and other site improvements.
- k. Present preliminary site development plans to the current owners.
- l. Develop a preliminary Option of Probable Cost (OPC) for the site development in the form of a high to low range of costs.

2. Building Development Planning – Due Diligence

- a. Identify and document strategic functions (replacement).
- b. Develop crew and apparatus accommodations.
- c. Identify training accommodations.
- d. Aesthetic Goals
 - i. Building Materials
 - ii. Design style context
- e. Future Expansion.
- f. Public Uses (if any)
 - i. EMS/Police collaboration
 - ii. Community meeting space
- g. Special Accommodations – disaster, communications, fueling, etc.
- h. Develop programmatic square footage requirements for each space required.
- i. Develop preliminary conceptual floor plans(s) to illustrate size and space relationships of key functions.
- j. Develop a conceptual building elevation.
- k. Develop a preliminary Option of Probably Cost (OPC) for the proposed conceptual building plans in the form of a high to low range of costs.

**EXHIBIT B
COMPENSATION**

Consultant will perform the phased services described above for a fixed fee of \$6,400.00.

The site survey, geotechnical study and Phase I environmental Survey will be invoiced as a reimbursable expense and shall not exceed \$21,350.00. No mark-up will be applied to the reimbursable expenses.

| | |
|---|---------------------|
| Phased Services, Fixed Fee | \$ 6,400.00 |
| Reimbursable Expense, Not to Exceed | <u>\$ 21,350.00</u> |
| Not to Exceed Agreement Compensation | \$ 27,750.00 |

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

| | |
|------------------|--|
| April – May 2021 | Begin on-site field work, meetings, etc. |
| June – July 2021 | Develop building requirements |
| August 2021 | Develop conceptual site plan, building plan and elevations |
| September 2021 | Present final documentation and presentation |

EXHIBIT D
PRINCIPAL PERSONNEL

Jack Daniel

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the Principal of Martin Riley, 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.

Jack Daniel
Principal

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 Signature

My Commission Expires: _____ My Commission #: _____

County of Residence: _____



16 March 2021

Chief Jason Moore
BLOOMINGTON FIRE DEPARTMENT
300 East Fourth Street
Bloomington, Indiana 47408

Re: Site Selection - Due Diligence

Dear Chief Moore,

MARTINRILEY architects • engineers would like to thank you for the opportunity to continue our relationship with you and the Bloomington Fire Department. As we understand, BFD wishes to give consideration to a site for a proposed new fire station.

Understanding of Project

We understand that the Bloomington Fire Department would like to conduct Due Diligence and give consideration to an available site that is approximately 7.0 +/- acres and presently has structures, site improvements and foundation remains from previous development. Access permission will be required from the current owner. We also understand that the owner has some site documentation which we will review.

Scope of Work

MARTINRILEY offers to provide the following services to complete this project:

1. Site Development Planning - Due Diligence:

- a. Procurement of current ALTA Survey documenting the property boundaries, topography, improvements, utilities, easements, etc.
- b. Procurement of a Phase I Environmental Survey (if necessary)
- c. Procurement of geotechnical report including soil borings (up to 10 borings)
- d. Attempt to identify abandoned systems (i.e. wells/cisterns/tanks/septic)
- e. Identify potential floodway/wetlands restrictions (no delineation is included)
- f. Research existing zoning/restrictive covenants and any variances that may be required for the intended use
- g. Identify existing utilities availability/capacity
- h. Meet and coordinate with INDOT and Bloomington Traffic Engineering and current owner officials to understand their anticipated requirements
- i. Coordinate with the Bloomington Stormwater Management Authorities to develop a preliminary topography/drainage strategy
- j. Develop a preliminary site development plan to illustrate placement of building, drives and other site improvements
- k. Present preliminary site development plans to the current owners
- l. Develop a preliminary Opinion of Probably Cost (OPC) for the site development in the form of a high to low range of costs

2. Building Development Planning - Due Diligence:

- a. Identify/document strategic functions (replacement)
- b. Develop crew and apparatus accommodations
- c. Identify training accommodations

- d. Aesthetic Goals
 - i. Building materials
 - ii. Design style context
- e. Future Expansion
- f. Public Uses (if any)
 - i. EMS/Police collaboration
 - ii. Community meeting space
- g. Special Accommodations - disaster, communications, fueling, etc.
- h. Develop programmatic square footage requirements for each space required
- i. Develop preliminary conceptual floor plan(s) to illustrate the size and space relationships of key functions
- j. Develop a preliminary conceptual building elevation
- k. Develop a preliminary Opinion of Probably Cost (OPC) for the proposed conceptual building plans the form of a high to low range of costs

Schedule

MARTINRILEY proposes to complete the work described above as follows:

| | |
|------------------|--|
| April - May 2021 | Begin on-site field work, meetings, etc. |
| June - July 2021 | Develop building requirements |
| August 2021 | Develop conceptual site plan, building plan and elevations |
| September 2021 | Present final documentation and presentations |

Proposal of Fee

MARTINRILEY offers to perform the phased services described above for a fixed fee of \$6,400.00. The site survey, geotechnical study and Phase I Environmental Survey will be invoiced as a reimbursable expense and shall not exceed \$21,350.00. No mark-up will be applied to the reimbursable expenses. Monthly invoices will be generated on a Percent Complete basis.

Solicitation

If the above proposal is acceptable, please sign and date both copies and initial the Terms and Conditions; return one copy to our office and retain one for your records.

As always, we pledge to complete this work as quickly as possible, subject to weather and coordination with your schedule. Thank you for your continued support and confidence on MARTINRILEY.

Respectfully Submitted,

MartinRiley, Inc.
D/B/A MARTINRILEY architects ▪ engineers

Accepted By:

By: 

Name: _____

Jack Daniel, AIA
Principal

Date: _____



Board of Public Works Staff Report

Project/Event: Award bid for De-icing Salt

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: April 13, 2021

A review of the 2021 De-icing Salt bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of de-icing materials by the City of Bloomington Public Works Department.

Cargill, Inc.

8,000 Tons \$ 91.46 \$ 731,680 +/-

Morton Salt – declined to bid

City of Bloomington Contract and Purchase Justification Form

Vendor: Cargill, Inc.

Contract Amount: \$ 731,680 +/-

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

PURCHASE INFORMATION

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

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

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

| | | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|---|-------------------------------------|--------------------------|
| # of Submittals: 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"/> | | <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:

Cargill was determined the most responsible and responsive abidder and has history of providing de-icing materials by the City of Bloomington Public Works Department.

Joe Van Deventer

Director of Operations

Public Works/Street

Print/Type Name

Print/Type Title

Department

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

Granular Sodium Chloride Treated with Liquid Magnesium Chloride and Untreated Sodium Chloride

(PLEASE TYPE OR PRINT MATERIAL NAME)

4/8/2021

(DATE)

- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): Cargill, Incorporated- Salt, Road Safety
 Address: 24950 Country Club Blvd., Suite 450
 City/State/Zip: North Olmsted, OH 44070
- 4. Telephone Number: 800-600-7258
- 5. Agent of Bidder (if applicable): Customer Care

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.

Mary Meehan

PRINTED NAME

Mary Meehan

SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

| CLASS OR ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|----------|------|-------------|------------|--------|
|---------------|----------|------|-------------|------------|--------|

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
 COUNTY OF Cuyahoga)

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

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

Cargill, Incorporated- Salt, Road Safety

BIDDER (FIRM)

Mary Meehan

PRINTED NAME

Mary Meehan

SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this day of 8th April 2021

My Commission Expires: 9/25/22

Jean R Davis
 Notary Public Signature

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9/25/22

County of Residence: Cuyahoga

Jean Davis

Printed Name

My Commission Number: 2017-RE-671540

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or Items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

BETH H. HOLLINGSWORTH, MEMBER

DANA PALAZZO, PRESIDENT

KYLA COX DECKARD, MEMBER

**BID OFFER FOR SODIUM CHLORIDE WITH LIQUID MAGNESIUM
CITY OF BLOOMINGTON, INDIANA 2021-2023**

Unit Price per Ton (Delivered) \$ 91.46

Unit Price per Ton (FOB) \$ 91.46

Total Bid Amount (Delivered) \$ 731,680 8,000 Tons (More or Less)

Total Bid Amount (FOB) \$ 731,680 8,000 Tons (More or Less)

Please state any conditions that are not part of specifications below or by attachment:

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Customer Care Rep. of Cargill, Incorporated- Salt, Road Safety
(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 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.

Mary Meehan Signature
Mary Meehan Printed Name

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

Before me, a Notary Public in and for said County and State, personally appeared

Mary Meehan and acknowledged the execution of the foregoing this

8th day of April, 2021.

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9/25/22

Jean Davis
Notary Public
Jean Davis
Printed Name

My Commission Expires: 9/25/22
County of Residence: Cuyahoga
My Commission Number: 2017-RE-671540



Board of Public Works Staff Report

Project/Event: Award Quote for Concrete materials

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: April 13, 2021

A review of the 2021 Concrete quotes has been conducted to determine Irving Materials, Inc. was the most responsible and responsive. IMI also has previously provided concrete materials for the City of Bloomington Public Works Department.

Irving Materials, Inc.

| | | |
|------------------|---|---------------------|
| 2,500 +/- | Class A Concrete | \$ 106.00/yd |
| 500 +/- | Class A Concrete w/2% Calcium | \$ 113.00/yd |
| 200 +/- | Class A Concrete w/Reinforcement | \$ 111.00/yd |
| | Trip Charge if less than 3 yds | \$ 100.00 |

JJ Concrete Construction

| | | |
|-----------|----------------------------------|--------------|
| 2,500 +/- | Class A Concrete | \$ 114.00/yd |
| 500 +/- | Class A Concrete w/2% Calcium | \$ 122.00/yd |
| 200 +/- | Class A Concrete w/Reinforcement | \$ 124.00/yd |
| | Trip Charge if less than 3 yds. | \$ 75.00 |

City of Bloomington Contract and Purchase Justification Form

Vendor: Irving Materials, Inc.

Contract Amount: \$ 60,000

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

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

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

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

A review of the 2021 Concrete quotes has been conducted to determine the most responsible and responsive action quoter was Irving Materials, Inc., and this company has a history of past provision of concrete materials for the City of Bloomington Public Works Department.

Joe Van Deventer

Print/Type Name

Director of Operations

Print/Type Title

Public Works/Street

Department



BID FORM

FOR CLASS "A" PORTLAND CEMENT CONCRETE

RFQ #2021-PW-CONCRETE MATERIAL

| | CLASS OR ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL AMOUNT |
|----|------------------------|-----------------|-------------|--|-------------------|---------------------|
| 1. | CONCRETE CLASS A | +/- 2,500 | CYD | CLASS "A" CONCRETE | \$ 106 | \$ 265,000 |
| 2. | CONCRETE WITH ADDITIVE | +/- 500 | CYD | CLASS "A" CONCRETE WITH 2% CALCIUM | \$ 7 | \$ 3,500 |
| 3. | CONCRETE WITH ADDITIVE | +/- 200 | CYD | CLASS "A" CONCRETE WITH REINFORCEMENT | \$ 5 | \$ 1,000 |
| 4. | MINIMUM LOAD FEE | 1 | TRIP | TRIP CHARGE IF LESS THAN 3 CUBIC YARDS ORDERED | \$ 100 | \$ 100 |

All material supplied shall meet the most **CURRENT INDOT** Standard Specifications for Sections 500, 600, 700, and 900. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for the material requested. Disqualification may occur at the discretion of the Board of Public Works should a supplier or their material, not meet the requirements as stated in this quote request.

INDOT Standard Specifications are located here:

<https://www.in.gov/dot/div/contracts/standards/book/sep19/sep.htm>

CITY OF BLOOMINGTON
BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

Class "A" Portland Cement Concrete and Additives

(PLEASE TYPE OR PRINT MATERIAL NAME)

4/6/21

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm): Irving Materials Inc (imi)

Address: 1800 N Kinser Plk

City/State/Zip Code: Bloomington, IN 47404

4. Telephone Number: 812-333-8530

5. Agent of Bidder (if applicable): Luke Owings

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

| CLASS OR ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|----------|------|-------------|------------|--------|
| | | | | | |

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

)

) SS:

COUNTY OF Monroe)

)

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

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

Saving Materials Inc
BIDDER (FIRM)

[Signature]
SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 6 day of April 20 21

My Commission Expires:

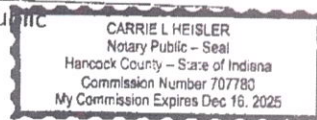
2-16-25

Carrie Heisler

County of Residence:

Hancock

Notary Public



ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

DANA PALAZZO, PRESIDENT

BETH HOLLINGSWORTH

KYLA COX DECKARD

Updated January 1, 2021

To: Prospective Bidders/Vendors

RE: Affirmative Action, Harassment Policy, Living Wage Ordinance and Drug Testing Policy

FROM: Barbara E. McKinney, Human Rights Director/ Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders and vendors with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with me to make sure it complies with our current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me **at least twenty-four hours** before the bid, quote or proposal deadline. You must submit your plan to me **separately** from your bid or quote. Twenty-four hours will give me sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to me earlier, if possible, so you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that I have received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may submit a copy of that form instead of using our form. Your workforce breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan

on file with my office, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures.

2. An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adapt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own. **Please note that this harassment policy requirement is new, adopted by the Bloomington Common Council in June, 2019.**

LIVING WAGE: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage, or call me. For 2021, the living wage for covered employees is \$13.29 an hour.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact me at 812.349.3429 or email me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5.

Thank you.

**Model Affirmative Action Plan and
Harassment Policy**

Itmi Indiana 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. Carrie Heister (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 Carrie Heister (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 Imi Indiana (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.

2. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
3. 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.
4. 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. Imi Indiana (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.

5. 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.

6. imi Indiana (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.

Currie Heider

Signature

4-2-21

Date

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: imi Indiana
 Effective Date: _____

NOTE: This is not an Affirmative Action Plan

Contractor: Plan MUST include:

Policy statement of equal employment opportunity

Yes

No

Comments:

Covers: Applicants for employment

Employees

On basis of:

Race

Religion

Color

Sex

National Origin

Ancestry

Disability

Sexual Orientation

Gender Identity

Veteran Status

Housing Status

Designates a person responsible for implementation of the Plan

Provides for communication of the policy:

Within the Organization

Outside the Organization

(e.g., recruitment sources, unions)

Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)

Provision for: Recruitment from minority groups

Provision for: Equal access to training programs

Grievance Procedure

Prohibits retaliation for filing grievances

Workforce Breakdown

(figures up to date within 6 months)

HARASSMENT POLICY CHECKLIST

Definition of harassment

Designates a person to receive and investigate harassment complaints

Prohibits retaliation for filing a harassment complaint

Affirmative Action Plan

Irving Materials, Inc. is committed to its Equal Employment Opportunity Policy. This includes a commitment to following the guidelines established in Executive Order #11246, as amended; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1994; and Section 503 of the Rehabilitation Act of 1973.

The company has an Equal Employment Opportunity Officer who is responsible to implement the company's EEO programs. This officer will coordinate the programs, advise and assist management and other key officials of the company; and will prepare and present periodic reports and shall make appropriate recommendations along these lines. The people in the company who have been assigned these responsibilities are Shawn Alpers/Carrie Heisler, 8032 N. State Rd. 9, Greenfield, IN 46140, 317-326-3101. His/Her name, address and telephone number will be posted on the bulletin boards at the Greenfield office so that he/she may be reached concerning Equal Employment Opportunity matters.

The company will take appropriate steps to assure that all employees and applicants are advised of this policy of nondiscrimination and of the company's interest in actively, and affirmatively providing Equal Employment Opportunity through the following actions:

A. Notices and posters setting forth the company's Equal Employment Opportunity Policy will be placed in areas readily accessible to the employees, applicants for employment, and potential employees;

B. All management and key personnel in a position to implement this policy, including those involved in training, recruitment, and other personnel activities, will be fully advised through the company's EEO Officer of the company's EEO policy and of their responsibility with respect to it;

C. The company will make periodic checks to assure total application of the EEO policy.

Hiring, promotion and transfer will be done without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors. Supervisors will inform employees annually of any promotional opportunities.

The company will require that layoffs, termination's, down grading, and recall from layoffs are made without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors.

In carrying out its Affirmative Action Policy of providing Equal Employment Opportunity, the company will insure that no employee will be discriminated against for reasons of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors with regard to:

- A. Compensation;
- B. Fringe Benefits;
- C. Layoffs or Recalls;
- D. Termination's;
- E. Overtime Work;
- F. Promotions;
- G. Transfer;
- H. Training;
- I. Any other matters pertaining to employee/employer relationships.

Women will not be penalized in their conditions of employment because they require time away from work due to childbearing. They will be granted a leave of absence for a reasonable period of time and returned to the same position and pay which was held before the leave.

It will be the policy of Irving Materials, Inc. to accommodate the religious observances and priorities of an employee, unless Irving Materials, Inc. is unable to reasonably accommodate an employee's or prospective employee's religious observance or priorities, with undue hardship on the conduct of its business.

The company will continue to recruit prospective employees without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors, as follows:

A. By stating in all newspaper advertising for "Help Wanted" that the company is a Equal Opportunity Employer (AA/F/M/V/H);

B. By the company's supervisory and the EEO Officer personally and in writing, notifying sources of potential employees, such as employment

agencies (private and governmental), unions, schools, and minority group organizations;

C. By using company minority group personnel in recruitment when there is a need for additional personnel;

D. By continued efforts to negotiate for Equal Employment Opportunity clauses in the company's labor contracts.

The company will continue its support of apprenticeship programs as follows:

A. By notifying all of our employees of available programs without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors;

B. By notifying aforementioned potential sources of employees of available programs and providing assistance to interested persons in gaining admission;

C. By using apprentices on projects where the company deems feasible.

The company will continue its on the job training programs on an Equal Employment Opportunity basis and will continue to upgrade its employees without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors.

All employees are advised of any openings and/or training that may be available.

Through continuous intra-company training, we will instruct all supervisory personnel to request all referrals for employment without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, ancestry, age, disability (physical or mental), family medical history or gender identity, political affiliation, military service, housing status, or other non-merit based factors.

Specific grievance procedures are spelled out in the respective union contracts. Access to these documents by our employees is open. Copies can be obtained from the local union, the union steward, or the main office of Irving Materials, Inc. In any case, all employees are free to contact the EEO Officer,

without fear of any retaliation, regarding any complaints alleging discrimination of any type.

**Shawn Alpers/Carrie Heisler
EEO Officers, Greenfield Location
317-326-3101 (Office)**

TO: All Employees
FROM: Ben Napier
DATE: revised 03/10/2021
RE: No Harassment Policy



Company Memo

Irving Materials, Inc., is committed to a work environment in which all individuals are treated with dignity and respect. Each individual should have the expectation to work in a protected and professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices including harassment. Therefore, imi expects that all relationships among persons will be respectful and free of bias, prejudice, and harassment.

imi has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination, and retaliation. We will make every reasonable effort to ensure that all employees are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Irving Materials, Inc., including its subsidiaries, does not and will not tolerate harassment of our employees, applicants, contractors, or customers. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or animosity toward an individual because of his or her race, color, religion, sex, sexual orientation, national origin, age, disability, citizenship, or any other characteristic protected by law. "Harassing" conduct includes slurs, or negative stereotyping, threatening, intimidating, or hostile acts, crude/rude or offensive jokes, and written or graphic material circulated in the workplace by e-mail, phone, text messages, social networking sites, or other means.

"Sexual Harassment" can take two forms: 1) Hostile Work Environment and 2) Quid Pro Quo (Something for Something). Words and actions that can result in a "Hostile Work Environment" include sexual advances, requests for sexual favors, offensive touching, sexual jokes and innuendo, obscene comments and gestures, displaying of sexually suggestive pictures or objects, unwanted commentary about an individual's body, or e-mails, texts, and social media posts of a sexual or obscene nature. "Quid Pro Quo" includes the suggestion or expectation that an individual's employment, continued employment, pay, responsibilities, or future advancement will be affected in any way by them entering into (or refusing to enter into) any form of personal relationship or fulfilling requests of sexual favors with the supervisor or member of management.

VIOLATION OF THIS POLICY WILL SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION

If you feel that you are being harassed or improperly targeted in any way by an executive, manager, supervisor, co-worker, customer, contractor, or a vendor, you should immediately notify your supervisor or manager. The matter will be thoroughly investigated, and appropriate action will be taken.

"We're Proud Of Our Work"

Irving Materials, Inc. • 8032 N. State Road 9 • Greenfield IN 46140
(317) 326-3101 phone • (317) 326-3105 fax

Unless specific circumstances dictate otherwise, all claims of harassment, sexual harassment, or discrimination should be reported by management to the Human Resources Department to ensure a proper and consistent investigation.

Anonymous reports can be filed at mysafeworkplace.com or by calling (800) 461-9330.

If you believe that a supervisor or member of management has acted inconsistently with this policy, if you are not comfortable bringing a complaint regarding harassment to your immediate supervisor, or if you believe that your complaint has not been handled to your satisfaction, please contact your local area Human Resource Manager or Michael Vasquez (Vice-President of Human Resources/ EH & S) at (317) 326-3101.

THERE WILL BE NO RETALIATION IN ANY WAY FOR REPORTING SUCH IMPROPER CONDUCT

Do not assume the Company is aware of your problem; bring your complaints and/ or concerns to our attention so we can resolve them.

Sincerely,

Ben Napier
Vice-President, Human Resources and EH&S

“We’re Proud Of Our Work”

Irving Materials, Inc. • 8032 N. State Road 9 • Greenfield IN 46140
(317) 326-3101 phone • (317) 326-3105 fax



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| 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 | | | | |
| Briana James | 01-refund adoption fee-canine-4/1/21 | | 04/16/2021 | 75.00 |
| | Account 43430 - Animal Adoption Fees Totals | Invoice 1 | | <u>\$75.00</u> |
| | | Transactions | | |
| Account 43442 - Equipment Deposits | | | | |
| Mervyn Alphonse | 01-refund trap deposit-3/25/21 | | 04/16/2021 | 40.00 |
| | Account 43442 - Equipment Deposits Totals | Invoice 1 | | <u>\$40.00</u> |
| | | Transactions | | |
| Account 52110 - Office Supplies | | | | |
| 6530 - Office Depot, INC | 01-sharpie markers, clasp envelopes | | 04/16/2021 | 42.47 |
| | Account 52110 - Office Supplies Totals | Invoice 1 | | <u>\$42.47</u> |
| | | Transactions | | |
| Account 52210 - Institutional Supplies | | | | |
| 4633 - Midwest Veterinary Supply, INC | 01-anti-nausea meds-Ondansetron Inj-3/5/21 | | 04/16/2021 | 9.56 |
| 4633 - Midwest Veterinary Supply, INC | 01-milk replacer-KRM liquid-3/5/21 | | 04/16/2021 | 42.00 |
| 4633 - Midwest Veterinary Supply, INC | 01-food tray bowls-3/11/21 | | 04/16/2021 | 113.00 |
| 4633 - Midwest Veterinary Supply, INC | 01-intestinal support, calming pheromones, exam gloves-3/12/21 | | 04/16/2021 | 210.17 |
| 4633 - Midwest Veterinary Supply, INC | 01-vinyl exam gloves (M)-3/24/21 | | 04/16/2021 | 470.00 |
| 4633 - Midwest Veterinary Supply, INC | 01-latex and vinyl exam gloves (L)-3/24/21 | | 04/16/2021 | 710.00 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|---|----------------------------|------------|
| 4633 - Midwest Veterinary Supply, INC | 01-sanitizer-Rescue Concentrate 55 gal-3/15/21 | 04/16/2021 | 1,474.34 |
| 4137 - Patterson Veterinary Supply, INC | 01-scissors-3/29/21 | 04/16/2021 | 3.62 |
| 4137 - Patterson Veterinary Supply, INC | 01-bottles-Boston Round W/Yorker-3/26/21 | 04/16/2021 | 21.68 |
| 4137 - Patterson Veterinary Supply, INC | 01-vinyl exam gloves (L)-3/29/21 | 04/16/2021 | 99.00 |
| 4137 - Patterson Veterinary Supply, INC | 01-scissors, pain meds-3/29/21 | 04/16/2021 | 221.77 |
| 4137 - Patterson Veterinary Supply, INC | 01-disinfectants, wound repair supp., needles, fluids, gloves | 04/16/2021 | 402.83 |
| 4574 - John Deere Financial (Rural King) | 01-bedding | 04/16/2021 | 249.50 |
| Account 52210 - Institutional Supplies Totals | | Invoice 13 Transactions | \$4,027.47 |
| Account 52310 - Building Materials and Supplies | | | |
| 409 - Black Lumber Co. INC | 01-gorilla tape, cedar pro-3/15/21 | 04/16/2021 | 57.84 |
| Account 52310 - Building Materials and Supplies Totals | | Invoice 1 Transactions | \$57.84 |
| Account 52420 - Other Supplies | | | |
| 5819 - Synchrony Bank | 01-cell phone charging cable | 04/16/2021 | 12.99 |
| Account 52420 - Other Supplies Totals | | Invoice 1 Transactions | \$12.99 |
| Account 53130 - Medical | | | |
| 6529 - BloomingPaws, LLC | 01-spay/neuter surgeries-3/10/21 | 04/16/2021 | 634.95 |
| 6529 - BloomingPaws, LLC | 01-spay/neuter surgeries-3/23/21 | 04/16/2021 | 1,251.98 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-spay surgery, office visit, diagnostic-3/30/21 | 04/16/2021 | 297.00 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-diagnostics, office visits, surgeries-3/23/21 | 04/16/2021 | 1,015.55 |
| Account 53130 - Medical Totals | | Invoice 4 Transactions | \$3,199.48 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 53160 - Instruction

| | | | |
|--|--|---------------------------|------------|
| 3560 - First Financial Bank / Credit Cards | 01-HSUS Online Conference/training-10 reg. | 04/16/2021 | 420.00 |
| 3560 - First Financial Bank / Credit Cards | 01-HSUS Online Conference/training-9 reg. | 04/16/2021 | 414.00 |
| 3560 - First Financial Bank / Credit Cards | 01-ACO Training and Certification | 04/16/2021 | 844.00 |
| Account 53160 - Instruction Totals | | Invoice 3 Transactions | \$1,678.00 |

Account 53610 - Building Repairs

| | | | | |
|--|---|----------------------------|-------------|----------|
| 6500 - Air-Master Heating & Air Conditioning | 01-2020 Service Agreement-Inv. date 10/6/20 | BC 2019-115 | 04/16/2021 | 5,600.00 |
| Account 53610 - Building Repairs Totals | | Invoice 1 Transactions | \$5,600.00 | |
| Program 010000 - Main Totals | | Invoice 26 Transactions | \$14,733.25 | |

Program 010001 - Donations Over \$5K

Account 53130 - Medical

| | | | |
|---|-----------------------------------|----------------------------|-------------|
| 6788 - Brian Thunberg (Mobile Animal Surgical Care, Co) | 01-surgery follow up exam-3/23/21 | 04/16/2021 | 79.84 |
| Account 53130 - Medical Totals | | Invoice 1 Transactions | \$79.84 |
| Program 010001 - Donations Over \$5K Totals | | Invoice 1 Transactions | \$79.84 |
| Department 01 - Animal Shelter Totals | | Invoice 27 Transactions | \$14,813.09 |

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

| | | | |
|--|--|---------------------------|---------|
| Michael F. Duff | 26-refund payment pkg citation 21201700262-ticket voided | 04/16/2021 | 30.00 |
| Account 46060 - Other Violations Totals | | Invoice 1 Transactions | \$30.00 |



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Invoice Date Range 03/31/21 - 04/16/21

Account 52330 - Street , Alley, and Sewer Material

| | | | | |
|--|---------------------------------------|------------|---------------------------|----------------|
| 19278 - Milestone Contractors, LP | 20-surface-patching-3.62 tons-3/29/21 | BC 2020-78 | 04/16/2021 | 171.95 |
| 19278 - Milestone Contractors, LP | 20-surface-patching-3.18 tons-3/30/21 | BC 2020-78 | 04/16/2021 | 151.05 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | | Invoice 2 Transactions | <hr/> \$323.00 |

Account 53210 - Telephone

| | | | | |
|---|---|--|---------------------------|----------------|
| 1079 - AT&T | 02-Radio circuits-phone charges 3/1-3/28/21 | | 04/05/2021 | 180.64 |
| Account 53210 - Telephone Totals | | | Invoice 1 Transactions | <hr/> \$180.64 |

Account 53990 - Other Services and Charges

| | | | | |
|--|------------------------------------|--|---------------------------|----------------|
| 3560 - First Financial Bank / Credit Cards | 02-Hoosier Car Wash for Adam Wason | | 04/16/2021 | 11.00 |
| Account 53990 - Other Services and Charges Totals | | | Invoice 1 Transactions | <hr/> \$11.00 |
| Program 020000 - Main Totals | | | Invoice 5 Transactions | <hr/> \$544.64 |
| Department 02 - Public Works Totals | | | Invoice 5 Transactions | <hr/> \$544.64 |

Department 03 - City Clerk

Program 030000 - Main

Account 52410 - Books

| | | | | |
|--|--------------------------------------|--|---------------------------|---------------|
| 843 - A.E. Boyce Company, INC | 03- shipping for record/minute books | | 04/16/2021 | 22.31 |
| Account 52410 - Books Totals | | | Invoice 1 Transactions | <hr/> \$22.31 |
| Program 030000 - Main Totals | | | Invoice 1 Transactions | <hr/> \$22.31 |
| Department 03 - City Clerk Totals | | | Invoice 1 Transactions | <hr/> \$22.31 |

Department 04 - Economic & Sustainable Dev



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Program **040000 - Main**

Account **52110 - Office Supplies**

| | | | |
|--------------------------|---|---------------------------|--------|
| 6530 - Office Depot, INC | 04-Laminating Pouches & AAA Batteries for Digital Thermometer | 04/16/2021 | 7.65 |
| | Account 52110 - Office Supplies Totals | Invoice 1 Transactions | \$7.65 |

Account **52420 - Other Supplies**

| | | | |
|----------------------------|--|---------------------------|---------|
| 53442 - Paragon Micro, INC | 04-Replacement Dell Power Cord (Kupersmith) | 04/16/2021 | 51.99 |
| | Account 52420 - Other Supplies Totals | Invoice 1 Transactions | \$51.99 |

Account **53910 - Dues and Subscriptions**

| | | | |
|--|--|---------------------------|------------|
| 1051 - Bloomington Economic Development Corp | 04-2021 Annual Membership Dues | 04/16/2021 | 5,250.00 |
| 3560 - First Financial Bank / Credit Cards | 04-GoDaddy Subscription for Online Farmers Market | 04/16/2021 | 6.99 |
| 3560 - First Financial Bank / Credit Cards | 04 - Monthly Hootsuite Subscription for BEAD | 04/16/2021 | 5.99 |
| | Account 53910 - Dues and Subscriptions Totals | Invoice 3 Transactions | \$5,262.98 |

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

| | | | |
|-----------------------|---|---------------------------|------------|
| 5819 - Synchrony Bank | 04-Metal Cable Zip Ties for Pick-up/Drop-Off Sites | 04/16/2021 | 19.99 |
| | Account 53970 - Mayor's Promotion of Business Totals | Invoice 1 Transactions | \$19.99 |
| | Program 040000 - Main Totals | Invoice 6 Transactions | \$5,342.61 |

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

| | | | |
|--|---|-----------------------|-----------|
| 504 - Housing Authority Of The City of Bloomington (BHA) | 04: Recover Forward: Solar Grant for Reverand Butler Apts | 04/16/2021 | 50,000.00 |
| 1420 - Richard Trinkle (Trinkle SnowPlowing LLC) | 15-Snow Removal for RDC Owned and Waldron Properties | BC 2021-03 04/16/2021 | 500.00 |



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| | | | | |
|---|--|--|--------------|-------------|
| | | Account 53960 - Grants Totals | Invoice 2 | \$50,500.00 |
| | | | Transactions | |
| | | Program 04RCVR - Recover Foward Totals | Invoice 2 | \$50,500.00 |
| | | | Transactions | |
| | | Department 04 - Economic & Sustainable Dev Totals | Invoice 8 | \$55,842.61 |
| | | | Transactions | |
| | | | | |
| Department 06 - Controller's Office | | | | |
| | | | | |
| Program 060000 - Main | | | | |
| | | | | |
| Account 53160 - Instruction | | | | |
| | | | | |
| 3560 - First Financial Bank / Credit Cards | 06-Excel Pivot Table Class Registration - J Martindale | | 04/16/2021 | 74.00 |
| | | Account 53160 - Instruction Totals | Invoice 1 | \$74.00 |
| | | | Transactions | |
| | | | | |
| Account 53990 - Other Services and Charges | | | | |
| | | | | |
| 5648 - Reedy Financial Group, PC | 06 Financial Service TIF | | 04/16/2021 | 10,684.99 |
| 5648 - Reedy Financial Group, PC | 06-Financial Planning Services | | 04/16/2021 | 6,955.67 |
| 5648 - Reedy Financial Group, PC | 06-Annexation Consulting | | 04/16/2021 | 31,288.33 |
| 5444 - Tyler Technologies, INC | 06-Energov Community Development Software | | 04/16/2021 | 5,162.50 |
| | | Account 53990 - Other Services and Charges Totals | Invoice 4 | \$54,091.49 |
| | | | Transactions | |
| | | Program 060000 - Main Totals | Invoice 5 | \$54,165.49 |
| | | | Transactions | |
| | | Department 06 - Controller's Office Totals | Invoice 5 | \$54,165.49 |
| | | | Transactions | |
| | | | | |
| Department 07 - Engineering | | | | |
| | | | | |
| Program 070000 - Main | | | | |
| | | | | |
| Account 53160 - Instruction | | | | |
| | | | | |
| 3560 - First Financial Bank / Credit Cards | 07-ITE Registration Fee for Neil Kopper | | 04/16/2021 | 125.00 |



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| | | | |
|--|---|--------------|------------------|
| 3560 - First Financial Bank / Credit Cards | 07-ITE Registration Fee for Andrew Cibor | 04/16/2021 | 149.00 |
| | Account 53160 - Instruction Totals | Invoice 2 | <hr/> \$274.00 |
| Account 53910 - Dues and Subscriptions | | Transactions | |
| 3560 - First Financial Bank / Credit Cards | 07-IN Assoc. of City Engineers (IACE) 2021 membership dues | 04/16/2021 | 75.00 |
| | Account 53910 - Dues and Subscriptions Totals | Invoice 1 | <hr/> \$75.00 |
| Account 53990 - Other Services and Charges | | Transactions | |
| 4408 - Environmental Systems Research Institute,INC ESRI | 07 -ESRI Annual Renewal (ArcGIS)-Eng. portion | 04/16/2021 | 2,320.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 | <hr/> \$2,320.00 |
| | | Transactions | |
| | Program 070000 - Main Totals | Invoice 4 | <hr/> \$2,669.00 |
| | | Transactions | |
| | Department 07 - Engineering Totals | Invoice 4 | <hr/> \$2,669.00 |
| | | Transactions | |
| Department 09 - CFRD | | | |
| Program 090000 - Main | | | |
| Account 52420 - Other Supplies | | | |
| 3560 - First Financial Bank / Credit Cards | 09-Tool Front--CCA digital tape measure for surveys | 04/16/2021 | 49.98 |
| | Account 52420 - Other Supplies Totals | Invoice 1 | <hr/> \$49.98 |
| | | Transactions | |
| Account 53910 - Dues and Subscriptions | | | |
| 3560 - First Financial Bank / Credit Cards | 09-International Downtown Association - annual membership fee | 04/16/2021 | 940.00 |
| | Account 53910 - Dues and Subscriptions Totals | Invoice 1 | <hr/> \$940.00 |
| | | Transactions | |
| Account 53960 - Grants | | | |
| 3560 - First Financial Bank / Credit Cards | 09-SQUARE--MCDVC registration | 04/16/2021 | 25.00 |



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3560 - First Financial Bank / Credit Cards

09-Square-Partial Scholarship Registration-DVC 04/16/2021 10.00

Spring Conf.

3560 - First Financial Bank / Credit Cards

09-Square--Full Registration-DVC Conference 04/16/2021 25.00

Account **53960 - Grants** Totals Invoice 3 \$60.00

Transactions

Program **090000 - Main** Totals Invoice 5 \$1,049.98

Transactions

Department **09 - CFRD** Totals Invoice 5 \$1,049.98

Transactions

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

942 - American Arbitration Association, INC

10- initial admin fee Coover and Welch 13047471 04/16/2021 200.00

3560 - First Financial Bank / Credit Cards

10-Doxpop access 04/16/2021 86.40

3560 - First Financial Bank / Credit Cards

10-Mo Co Rec-waiver-Curry Pike LLC-3/9/21-inc. 04/16/2021 28.50

proc. fee

Account **53120 - Special Legal Services** Totals Invoice 3 \$314.90

Transactions

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

10 FFB fee CLE delinq 04/16/2021 150.00

Account **53990 - Other Services and Charges** Totals Invoice 1 \$150.00

Transactions

Program **100000 - Main** Totals Invoice 4 \$464.90

Transactions

Department **10 - Legal** Totals Invoice 4 \$464.90

Transactions

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**



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Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|--|--|--------------|----------|
| 6530 - Office Depot, INC | 11-11-binder tabs, tissues, paper towels | 04/16/2021 | 19.95 |
| Account 52110 - Office Supplies Totals | | Invoice 1 | \$19.95 |
| | | Transactions | |
| Account 52420 - Other Supplies | | | |
| 6222 - Apple, INC | 11-Apple TV for new Deputy Mayor | 04/16/2021 | 228.00 |
| 5819 - Synchrony Bank | 11-ring light set for Digital Comms | 04/16/2021 | 179.99 |
| Account 52420 - Other Supplies Totals | | Invoice 2 | \$407.99 |
| | | Transactions | |
| Account 53910 - Dues and Subscriptions | | | |
| 3560 - First Financial Bank / Credit Cards | 11-JoinMe annual subscription | 04/16/2021 | 239.88 |
| 3560 - First Financial Bank / Credit Cards | 11-CASTR subscription for streaming | 04/16/2021 | 39.99 |
| Account 53910 - Dues and Subscriptions Totals | | Invoice 2 | \$279.87 |
| | | Transactions | |
| Account 53990 - Other Services and Charges | | | |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/1 | 04/16/2021 | 5.00 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/4 | 04/16/2021 | 6.25 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/8 | 04/16/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/11 | 04/16/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/15 | 04/16/2021 | 5.00 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/18 | 04/16/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/22 | 04/16/2021 | 5.00 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/25 | 04/16/2021 | 3.75 |
| 3560 - First Financial Bank / Credit Cards | 11-transcription for mayor's video 3/29 | 04/16/2021 | 3.75 |



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| | | |
|--|--------------|----------|
| Account 53990 - Other Services and Charges Totals | Invoice 9 | \$40.00 |
| | Transactions | |
| Program 110000 - Main Totals | Invoice 14 | \$747.81 |
| | Transactions | |
| Department 11 - Mayor's Office Totals | Invoice 14 | \$747.81 |
| | Transactions | |

Department **12 - Human Resources**

Program **120000 - Main**

Account **53320 - Advertising**

| | | | |
|--|--------------------|------------|--------|
| 3560 - First Financial Bank / Credit Cards | 12-Job Ad \$275.00 | 04/16/2021 | 275.00 |
|--|--------------------|------------|--------|

| | | |
|---|--------------|----------|
| Account 53320 - Advertising Totals | Invoice 1 | \$275.00 |
| | Transactions | |

Account **53990 - Other Services and Charges**

| | | | |
|--|--|------------|----------|
| 7268 - Raftelis Financial Consultants, INC | 12-Org Assessment OOTM/Board and Commissions | 04/16/2021 | 4,980.00 |
|--|--|------------|----------|

| | | | |
|--|----------------------------------|------------|----------|
| 7268 - Raftelis Financial Consultants, INC | 12 Novak Contract for ESD & HAND | 04/16/2021 | 6,477.50 |
|--|----------------------------------|------------|----------|

| | | |
|--|--------------|-------------|
| Account 53990 - Other Services and Charges Totals | Invoice 2 | \$11,457.50 |
| | Transactions | |

| | | |
|-------------------------------------|--------------|-------------|
| Program 120000 - Main Totals | Invoice 3 | \$11,732.50 |
| | Transactions | |

| | | |
|---|--------------|-------------|
| Department 12 - Human Resources Totals | Invoice 3 | \$11,732.50 |
| | Transactions | |

Department **13 - Planning**

Program **130000 - Main**

Account **52110 - Office Supplies**

| | | | |
|--------------------------|---------------------------|------------|-------|
| 6530 - Office Depot, INC | 13- Calendar and gel pens | 04/16/2021 | 20.28 |
|--------------------------|---------------------------|------------|-------|

| | | |
|---|--------------|---------|
| Account 52110 - Office Supplies Totals | Invoice 1 | \$20.28 |
| | Transactions | |

Account **53160 - Instruction**



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| | | | | |
|--|--|-------------|-------------------------|-------------|
| 3560 - First Financial Bank / Credit Cards | 13-APA Virtual Training-NPC21 Live Plus (S. Robinson) | | 04/16/2021 | 325.00 |
| 204 - State Of Indiana | 13-Registration-Virtual Training_ArcGIS Pro (Mallory Rickbeil) | | 04/16/2021 | 365.00 |
| | Account 53160 - Instruction Totals | | Invoice 2 Transactions | \$690.00 |
| Account 53910 - Dues and Subscriptions | | | | |
| 4442 - American Planning Association | 13-Membership Dues-Thompson-IN Chap + Environ_4/1/21-3/31/22 | | 04/16/2021 | 372.00 |
| | Account 53910 - Dues and Subscriptions Totals | | Invoice 1 Transactions | \$372.00 |
| Account 53990 - Other Services and Charges | | | | |
| 6811 - Beam, Longest & Neff, LLC | 13-Ped Bridge & Small Structure Insp-2/1-2/28/21 | BC 2019-140 | 04/16/2021 | 82.77 |
| 5409 - VS Engineering, INC | 13-On Call Engineering Services-period ending 2/28/21 | BC 2020-10 | 04/16/2021 | 922.50 |
| 7053 - BlueBeam, INC | 13-Revu-Standard Maint/Revu-CAD Maint. Renewal-8/23/20-8/22/21 | | 04/16/2021 | 1,307.00 |
| 7547 - CallNet Call Center Services INC | 13-Answering Service_Usage Date: 3-1-21 thru 3-28-21 | | 04/16/2021 | 395.00 |
| 7397 - Data Mgmt Internationale, INC (Smooth Solutions) | 13-P&T Scanning archived files (proj)-Inv. date 3/16/21-19 boxes | | 04/16/2021 | 6,191.47 |
| 4408 - Environmental Systems Research Institute,INC ESRI | 13 -ESRI Annual Renewal (ArcGIS)-P&T portion | | 04/16/2021 | 3,580.00 |
| | Account 53990 - Other Services and Charges Totals | | Invoice 6 Transactions | \$12,478.74 |
| | Program 130000 - Main Totals | | Invoice 10 Transactions | \$13,561.02 |
| Program 132000 - MPO | | | | |
| Account 53160 - Instruction | | | | |
| 204 - State Of Indiana | 13-Virtual Training_ArcGIS Pro Intermediate (R. Clemens) | | 04/16/2021 | 465.00 |
| | Account 53160 - Instruction Totals | | Invoice 1 Transactions | \$465.00 |
| | Program 132000 - MPO Totals | | Invoice 1 Transactions | \$465.00 |



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| | | | | |
|--|---|---|----------------------------|-------------|
| | | Department 13 - Planning Totals | Invoice 11 Transactions | \$14,026.02 |
| Department 19 - Facilities Maintenance | | | | |
| Program 190000 - Main | | | | |
| Account 52210 - Institutional Supplies | | | | |
| 5819 - Synchrony Bank | 19 - Face Masks | | 04/16/2021 | 78.00 |
| 5819 - Synchrony Bank | 19 - Black KN95 Face Masks | | 04/16/2021 | 79.74 |
| | | Account 52210 - Institutional Supplies Totals | Invoice 2 Transactions | \$157.74 |
| Account 52310 - Building Materials and Supplies | | | | |
| 4574 - John Deere Financial (Rural King) | 19-trash bags | | 04/16/2021 | 94.95 |
| 4574 - John Deere Financial (Rural King) | 19-trash bags | | 04/16/2021 | 39.96 |
| 409 - Black Lumber Co. INC | 19 - 2 Gray Dap Dynaflex 230 & 1 Black&Decker 6 volt screwdriver | | 04/16/2021 | 21.97 |
| 394 - Kleindorfer Hardware & Variety | 19- 12 gas mix oil for City Hall | | 04/16/2021 | 13.08 |
| 355 - South Central GWB Company, INC | 19-Honeywell Air Filter Replacement | | 04/16/2021 | 31.52 |
| | | Account 52310 - Building Materials and Supplies Totals | Invoice 5 Transactions | \$201.48 |
| Account 53610 - Building Repairs | | | | |
| 656 - B&L Sheet Metal and Roofing, INC | 19-SA Internal Roof Drains Leakage Repair below OOTC Break Area | BC 2020-68 | 04/16/2021 | 14,814.00 |
| 656 - B&L Sheet Metal and Roofing, INC | 19-SA Leak outside of OOTM | BC 2020-68 | 04/16/2021 | 1,253.03 |
| 321 - Harrell Fish, INC (HFI) | 19-SA Cooling Tower Pump Leakage Repair @ City Hall, inv#W64925 | BC 2020-75 | 04/16/2021 | 230.00 |
| | | Account 53610 - Building Repairs Totals | Invoice 3 Transactions | \$16,297.03 |
| | | Program 190000 - Main Totals | Invoice 10 Transactions | \$16,656.25 |



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| | | | | |
|--|---|---|----------------------------|-------------|
| | | Department 19 - Facilities Maintenance Totals | Invoice 10 Transactions | \$16,656.25 |
| Department 28 - ITS | | | | |
| Program 280000 - Main | | | | |
| Account 53640 - Hardware and Software Maintenance | | | | |
| 4408 - Environmental Systems Research Institute,INC ESRI | 28 - Annual software and maintenance renewal - ITS | | 04/16/2021 | 6,900.00 |
| 3989 - Ricoh USA, INC | 28-BPD-Admin copier maint-2/17-3/16/21 | | 04/16/2021 | 42.93 |
| 3989 - Ricoh USA, INC | 28-CH/off site fac-copier maint-2/17-3/16/21-ITS | | 04/16/2021 | 1,064.21 |
| | | Account 53640 - Hardware and Software Maintenance Totals | Invoice 3 Transactions | \$8,007.14 |
| Account 53910 - Dues and Subscriptions | | | | |
| 6222 - Apple, INC | 28 - Microsoft Office HB, keyboard & mouse for D Griffin-CARES | | 04/16/2021 | 249.95 |
| 3560 - First Financial Bank / Credit Cards | 28 - Zoom 500GB cloud recording & 500 participants 2/20-3/19/21 | | 04/16/2021 | 290.00 |
| 3560 - First Financial Bank / Credit Cards | 28 - Manage Engine Desktop Centrol license for 21 techs | | 04/16/2021 | 365.00 |
| 3560 - First Financial Bank / Credit Cards | 28 - Manage Engine single license for 21 techs SD+ | | 04/16/2021 | 1,152.00 |
| 3560 - First Financial Bank / Credit Cards | 28 - Submittable Basic Monthly Subscription Mar-Apr 2021 | | 04/16/2021 | 119.00 |
| 3560 - First Financial Bank / Credit Cards | 28 - Google Cloud API March 1-31, 2021 | | 04/16/2021 | 21.99 |
| 5786 - Promevo, LLC | 28 - Google Business Upgrade-ITS portion | | 04/16/2021 | 61,603.20 |
| | | Account 53910 - Dues and Subscriptions Totals | Invoice 7 Transactions | \$63,801.14 |
| Account 54420 - Purchase of Equipment | | | | |
| 6222 - Apple, INC | 28 - Macbook Pro 16.0 and Apple Care for Don Griffin - CARES | | 04/16/2021 | 2,458.00 |
| 6222 - Apple, INC | 28 - 32GB wi-fi iPad and Apple Care for TLRC - CARES | | 04/16/2021 | 358.00 |



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| | | | |
|----------------------------|--|------------|-----------|
| 6222 - Apple, INC | 28 - Microsoft Office HB, keyboard & mouse for D Griffin-CARES | 04/16/2021 | 188.00 |
| 50972 - CDW, LLC | 28 - OWL Pro Premium 360 for BFD - CARES | 04/16/2021 | 1,062.08 |
| 53442 - Paragon Micro, INC | 28 - Dell Latitude laptop for ITS part-time position - CARES | 04/16/2021 | 1,689.99 |
| 53442 - Paragon Micro, INC | 28 - 30 Logitech HD Pro Webcams C920 - CARES | 04/16/2021 | 2,249.70 |
| 53442 - Paragon Micro, INC | 28 - Logitech MX Vertical Mouse - Desiree King - CARES | 04/16/2021 | 90.99 |
| 53442 - Paragon Micro, INC | 28 - 13 laptops, docks, keyboard/mice, monitors - BPD Rec. CARES | 04/16/2021 | 28,854.29 |
| 5819 - Synchrony Bank | 28 - Otterbox iPad case for TLRC iPad - CARES | 04/16/2021 | 49.99 |
| 5819 - Synchrony Bank | 28 - Otterbox iPad case for BPD Training/Logistics-CARES | 04/16/2021 | 40.99 |

| | | |
|---|--------------|---------------------|
| Account 54420 - Purchase of Equipment Totals | Invoice 10 | <u>\$37,042.03</u> |
| | Transactions | |
| Program 280000 - Main Totals | Invoice 20 | <u>\$108,850.31</u> |
| | Transactions | |
| Department 28 - ITS Totals | Invoice 20 | <u>\$108,850.31</u> |
| | Transactions | |
| Fund 101 - General Fund (S0101) Totals | Invoice 117 | <u>\$281,584.91</u> |
| | Transactions | |

Fund 249 - Grants Non Approp

Department 06 - Controller's Office

Program G19014 - IU Health Range Rd Reconst

Account 54510 - Other Capital Outlays

| | | | | |
|------------------------------------|---|--------------|------------|-------------------|
| 399 - American Structurepoint, INC | 13-Discovery Parkway-services-2/1-2/28/21 | BC 2020-96 | 04/16/2021 | 8,661.50 |
| | Account 54510 - Other Capital Outlays Totals | Invoice 1 | | <u>\$8,661.50</u> |
| | | Transactions | | |
| | Program G19014 - IU Health Range Rd Reconst Totals | Invoice 1 | | <u>\$8,661.50</u> |
| | | Transactions | | |
| | Department 06 - Controller's Office Totals | Invoice 1 | | <u>\$8,661.50</u> |
| | | Transactions | | |



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| | | | |
|---|--|---------------------------|-------------|
| | Fund 249 - Grants Non Approp Totals | Invoice 1 Transactions | \$8,661.50 |
| Fund 270 - CC Jack Hopkins NR17-42 (S0011) | | | |
| Department 05 - Common Council | | | |
| Program 05RCVR - Recover Forward | | | |
| Account 53960 - Grants | | | |
| 1102 - Mother Hubbard's Cupboard | 15-JH Recover Forward-payroll, expenses-11/1-12/23/20 | 04/16/2021 | 17,711.90 |
| 18311 - New Leaf/New Life, INC | 15-JH Recover Forward-payroll expenses 3/1-3/28/21 | 04/16/2021 | 1,180.00 |
| 7014 - Society of St. Vincent De Paul, Archdiocesan | 15-JH Recover Forward Grant-utility assistance-3/7-3/15/21 | 04/16/2021 | 2,589.92 |
| | Account 53960 - Grants Totals | Invoice 3 Transactions | \$21,481.82 |
| | Program 05RCVR - Recover Forward Totals | Invoice 3 Transactions | \$21,481.82 |
| | Department 05 - Common Council Totals | Invoice 3 Transactions | \$21,481.82 |
| | Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals | Invoice 3 Transactions | \$21,481.82 |
| Fund 312 - Community Services | | | |
| Department 09 - CFRD | | | |
| Program 090003 - Com Serv - Status of Women | | | |
| Account 53990 - Other Services and Charges | | | |
| 7723 - Valerie Grim | 09-BCSW - WHM Celebration - keynote speaker fee | 04/16/2021 | 500.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 Transactions | \$500.00 |
| | Program 090003 - Com Serv - Status of Women Totals | Invoice 1 Transactions | \$500.00 |
| Program 090016 - Com Serv - Safe & Civil | | | |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 52420 - Other Supplies

| | | | |
|--|--|---------------------------|----------|
| 3560 - First Financial Bank / Credit Cards | 09-Positive Promotions-BHM Gala gift - buttons | 04/16/2021 | 88.92 |
| 5819 - Synchrony Bank | 09-BHM Gala gift mailers | 04/16/2021 | 99.16 |
| Account 52420 - Other Supplies Totals | | Invoice 2 Transactions | \$188.08 |

Account 53990 - Other Services and Charges

| | | | |
|--|--|---------------------------|----------|
| 3560 - First Financial Bank / Credit Cards | 09-JotForm--BHM Silver monthloy subscription | 04/16/2021 | 39.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 1 Transactions | \$39.00 |
| Program 090016 - Com Serv - Safe & Civil Totals | | Invoice 3 Transactions | \$227.08 |

Program 090018 - CBVN

Account 53170 - Mgt. Fee, Consultants, and Workshops

| | | | |
|--|---|---------------------------|---------|
| 3560 - First Financial Bank / Credit Cards | 09-Run the World Subscription-Board Networking Virtual Event | 04/16/2021 | 99.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | | Invoice 1 Transactions | \$99.00 |

Account 53990 - Other Services and Charges

| | | | |
|--|--|---------------------------|----------|
| 3560 - First Financial Bank / Credit Cards | 09-Airtable--CBVN Airtable Annual Subscription | 04/16/2021 | 78.81 |
| 3560 - First Financial Bank / Credit Cards | 09-CBVN--Airtable Annual Subscription | 04/16/2021 | 181.33 |
| 3560 - First Financial Bank / Credit Cards | 09-CBVN--Annual Engage Journal subscription | 04/16/2021 | 50.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 3 Transactions | \$310.14 |
| Program 090018 - CBVN Totals | | Invoice 4 Transactions | \$409.14 |

Program G20009 - 2020 COVID Safe Recovery Site

Account 53960 - Grants



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|--|--------------|---------------------|
| 1618 - Shalom Community Center, INC | 09-Reimburse ISO Center expenses- Claim #5 | 04/16/2021 | 213,674.91 |
| | Account 53960 - Grants Totals | Invoice 1 | <u>\$213,674.91</u> |
| | | Transactions | |
| | Program G20009 - 2020 COVID Safe Recovery Site Totals | Invoice 1 | <u>\$213,674.91</u> |
| | | Transactions | |
| | Department 09 - CFRD Totals | Invoice 9 | <u>\$214,811.13</u> |
| | | Transactions | |
| | Fund 312 - Community Services Totals | Invoice 9 | <u>\$214,811.13</u> |
| | | Transactions | |
| Fund 401 - Non-Reverting Telecom (S1146) | | | |
| Department 25 - Telecommunications | | | |
| Program 254000 - Infrastructure | | | |
| Account 53750 - Rentals - Other | | | |
| 12283 - Smithville Communications | 28-Internet service and telecom hotel rental - 2021 | 04/05/2021 | 1,614.27 |
| | Account 53750 - Rentals - Other Totals | Invoice 1 | <u>\$1,614.27</u> |
| | | Transactions | |
| Account 54420 - Purchase of Equipment | | | |
| 5534 - Presidio Holdings, INC | 28 - Wireless access points for Network Refresh- 3/22/21 | 04/16/2021 | 10,029.80 |
| | Account 54420 - Purchase of Equipment Totals | Invoice 1 | <u>\$10,029.80</u> |
| | | Transactions | |
| Account 54450 - Equipment | | | |
| 53442 - Paragon Micro, INC | 25 - CapR laptop and case for Jim Sims, council member | 04/16/2021 | 1,719.98 |
| | Account 54450 - Equipment Totals | Invoice 1 | <u>\$1,719.98</u> |
| | | Transactions | |
| | Program 254000 - Infrastructure Totals | Invoice 3 | <u>\$13,364.05</u> |
| | | Transactions | |
| Program 256000 - Services | | | |
| Account 53150 - Communications Contract | | | |



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Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|--|--|--------------|--------------------|
| 4170 - Comcast Cable Communications, INC | 28-3550 N Kinser Pike-business services 1/27-2/26/21 | 04/05/2021 | 118.35 |
| 4170 - Comcast Cable Communications, INC | 28-3550 N Kinser Pike-business services 3/27-4/26/21 | 04/05/2021 | 118.35 |
| 12283 - Smithville Communications | 28-Internet service and telecom hotel rental - 2021 | 04/05/2021 | 1,375.00 |
| Account 53150 - Communications Contract Totals | | Invoice 3 | <u>\$1,611.70</u> |
| | | Transactions | |
| Program 256000 - Services Totals | | Invoice 3 | <u>\$1,611.70</u> |
| | | Transactions | |
| Department 25 - Telecommunications Totals | | Invoice 6 | <u>\$14,975.75</u> |
| | | Transactions | |
| Fund 401 - Non-Reverting Telecom (S1146) Totals | | Invoice 6 | <u>\$14,975.75</u> |
| | | Transactions | |

Fund 450 - Local Road and Street(S0706)

Department **20 - Street**

Program **200000 - Main**

Account **53990 - Other Services and Charges**

| | | | |
|--|--|--------------|-------------------|
| 290 - James H Drew, Corporation | 20-Bloomfield & Landmark-signal repairs | 04/16/2021 | 6,494.14 |
| 603 - Traffic Control Corporation | 20-field service-Bloomfield & Landmark signal damage | 04/16/2021 | 2,000.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 2 | <u>\$8,494.14</u> |
| | | Transactions | |
| Program 200000 - Main Totals | | Invoice 2 | <u>\$8,494.14</u> |
| | | Transactions | |
| Department 20 - Street Totals | | Invoice 2 | <u>\$8,494.14</u> |
| | | Transactions | |
| Fund 450 - Local Road and Street(S0706) Totals | | Invoice 2 | <u>\$8,494.14</u> |
| | | Transactions | |

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 52110 - Office Supplies

| | | | |
|---|------------------------------|---------------------------|---------|
| 6530 - Office Depot, INC | 20-binders, sheet protecters | 04/16/2021 | 8.07 |
| 6530 - Office Depot, INC | 20-thank you cards | 04/16/2021 | 4.99 |
| Account 52110 - Office Supplies Totals | | Invoice 2 Transactions | \$13.06 |

Account 52210 - Institutional Supplies

| | | | |
|--|--|---------------------------|----------|
| 313 - Fastenal Company | 20-safety supplies-gloves, earplugs, paint-3/18/21 | 04/16/2021 | 51.40 |
| 313 - Fastenal Company | 20-safety supplies-gloves-3/24/21 | 04/16/2021 | 75.86 |
| Account 52210 - Institutional Supplies Totals | | Invoice 2 Transactions | \$127.26 |

Account 52420 - Other Supplies

| | | | |
|--|---------------------------------------|---------------------------|---------|
| 409 - Black Lumber Co. INC | 20-Sign Shop-shop towels-3/25/21 | 04/16/2021 | 11.34 |
| 6262 - Koenig Equipment, INC | 20-tree crew-2 gallon mix, files, oil | 04/16/2021 | 88.53 |
| Account 52420 - Other Supplies Totals | | Invoice 2 Transactions | \$99.87 |

Account 53150 - Communications Contract

| | | | |
|---|--|---------------------------|------------|
| 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) | 20-Monthly Radio Services for vehicles-Feb. 2021 | 04/16/2021 | 2,321.25 |
| Account 53150 - Communications Contract Totals | | Invoice 1 Transactions | \$2,321.25 |

Account 53250 - Pagers

| | | | |
|--------------------------------------|---|---------------------------|---------|
| 332 - Indiana Paging Network, INC | 20-Paging Service for Snow Control-May 2021 | 04/16/2021 | 87.26 |
| Account 53250 - Pagers Totals | | Invoice 1 Transactions | \$87.26 |

Account 53610 - Building Repairs

| | | | |
|---|------------------------------------|-----------------------|--------|
| 1537 - Indiana Door & Hardware Specialties, INC | 20-Lock for Street Department door | BC 2021-22 04/16/2021 | 183.00 |
|---|------------------------------------|-----------------------|--------|



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | | |
|--|---|---|----------------------------|------------|
| | | Account 53610 - Building Repairs Totals | Invoice 1 Transactions | \$183.00 |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-3/24/21 | BC 2009-52 | 04/16/2021 | 13.10 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-3/24/21 | | 04/16/2021 | 34.28 |
| | | Account 53920 - Laundry and Other Sanitation Services Totals | Invoice 2 Transactions | \$47.38 |
| Account 53950 - Landfill | | | | |
| 52226 - Hoosier Transfer Station-3140 | 20-Sweeper dump disposal fee-3/9/21 | | 04/16/2021 | 879.17 |
| | | Account 53950 - Landfill Totals | Invoice 1 Transactions | \$879.17 |
| Account 53990 - Other Services and Charges | | | | |
| 310 - Astbury Gabriel Corp (ESG Laboratories) | 20-Street Sweepings Stockpile Testing | | 04/16/2021 | 346.00 |
| 902 - Indiana Underground Plant Protection Service, INC | 20-IN 811 calls, monthly tickets-February 2021-377 tickets | | 04/16/2021 | 358.15 |
| 6152 - K&S Rolloff, INC | 20-rolloff serv.-sweeper dumps-3/15/21-459153/459141-3/9/21 | | 04/16/2021 | 400.00 |
| 7654 - Pretium Bloomington Suites, LLC (Springhill Suites) | 20-Hotel Charge-Snow Crews-February 2021-2/17/21 | | 04/16/2021 | 124.94 |
| 7654 - Pretium Bloomington Suites, LLC (Springhill Suites) | 20-Hotel Charge-Snow Crews-February 2021-2/16/21 | | 04/16/2021 | 779.52 |
| 7654 - Pretium Bloomington Suites, LLC (Springhill Suites) | 20-Credit-Hotel Charge-Snow Crews-February 2021 | | 04/16/2021 | (222.38) |
| 19444 - Jeffery D Todd (Todd Septic Tank Service) | 20-pump saltwater collection tanks-3/3/21 | | 04/16/2021 | 170.00 |
| | | Account 53990 - Other Services and Charges Totals | Invoice 7 Transactions | \$1,956.23 |
| | | Program 200000 - Main Totals | Invoice 19 Transactions | \$5,714.48 |
| | | Department 20 - Street Totals | Invoice 19 Transactions | \$5,714.48 |
| | | Fund 451 - Motor Vehicle Highway(S0708) Totals | Invoice 19 Transactions | \$5,714.48 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 53610 - Building Repairs

| | | | | |
|-----------------------------|---|------------|---------------------|--------------------|
| 6197 - CE Solutions, INC | 26-Morton Street Garage -Repairs & Waterproofing | BC 2021-21 | 04/16/2021 | 5,322.85 |
| | INV# 20-109.1-1 | | | |
| 227 - Otis Elevator Company | 26-Walnut Street Garage- Emergency Repairs-3/5/21 | BC 2021-30 | 04/16/2021 | 7,109.43 |
| | Account 53610 - Building Repairs Totals | | Invoice 2 | <hr/> |
| | | | Transactions | \$12,432.28 |

Account 53830 - Bank Charges

| | | | | |
|------------------------------------|--|--|---------------------|-------------------|
| 18844 - First Financial Bank, N.A. | 26-Garage BankFees for Feb 2021 | | 03/31/2021 | 1,633.70 |
| | Account 53830 - Bank Charges Totals | | Invoice 1 | <hr/> |
| | | | Transactions | \$1,633.70 |

Account 53840 - Lease Payments

| | | | | |
|---------------------------------------|--|--|---------------------|--------------------|
| 512 - 7th & Walnut , LLC | 26-Walnut St Garage- May 2021 garage rent | | 04/16/2021 | 17,824.79 |
| 3887 - Mercury Development Group, LLC | 26-Mercury Garage-May 2021 garage rent | | 04/16/2021 | 38,035.85 |
| | Account 53840 - Lease Payments Totals | | Invoice 2 | <hr/> |
| | | | Transactions | \$55,860.64 |
| | Program 260000 - Main Totals | | Invoice 5 | <hr/> |
| | | | Transactions | \$69,926.62 |
| | Department 26 - Parking Totals | | Invoice 5 | <hr/> |
| | | | Transactions | \$69,926.62 |
| | Fund 452 - Parking Facilities(S9502) Totals | | Invoice 5 | <hr/> |
| | | | Transactions | \$69,926.62 |

Fund 454 - Alternative Transport(S6301)

Department 05 - Common Council

Program 050000 - Main



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 54310 - Improvements Other Than Building

| | | | | |
|--|---|--------------|------------|-----------------|
| 10 - Bledsoe Riggert Cooper & James INC | 13 - Walnut (Winslow to Ridgeview) Sidewalk- 2/26/21 | | 04/16/2021 | 430.05 |
| Account 54310 - Improvements Other Than Building Totals | | Invoice 1 | | <u>\$430.05</u> |
| | | Transactions | | |
| Program 050000 - Main Totals | | Invoice 1 | | <u>\$430.05</u> |
| | | Transactions | | |
| Department 05 - Common Council Totals | | Invoice 1 | | <u>\$430.05</u> |
| | | Transactions | | |

Department **13 - Planning**

Program **130000 - Main**

Account 53110 - Engineering and Architectural

| | | | | |
|---|---|--------------|------------|--------------------|
| 399 - American Structurepoint, INC | 13-7th St Protected Bike Lane Imp-serv.-2/1-2/28/21 | BC 2020-36 | 04/16/2021 | 6,905.79 |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Neighborhood Greenways-Inv. date 3/19/21 | BC 2020-106 | 04/16/2021 | 6,864.80 |
| Account 53110 - Engineering and Architectural Totals | | Invoice 2 | | <u>\$13,770.59</u> |
| | | Transactions | | |
| Program 130000 - Main Totals | | Invoice 2 | | <u>\$13,770.59</u> |
| | | Transactions | | |
| Department 13 - Planning Totals | | Invoice 2 | | <u>\$13,770.59</u> |
| | | Transactions | | |
| Fund 454 - Alternative Transport(S6301) Totals | | Invoice 3 | | <u>\$14,200.64</u> |
| | | Transactions | | |

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account 52340 - Other Repairs and Maintenance

| | | | | |
|-----------------------|--|--|------------|----------|
| 4264 - IPS Group, INC | 26-meter clock repairs-out of warranty-8/14/20 | | 04/16/2021 | 1,301.24 |
| 4264 - IPS Group, INC | 26-meter clock repairs- out of warranty-10/23/20 | | 04/16/2021 | 3,724.47 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|---|---------------------------|-------------|
| 4264 - IPS Group, INC | 26-meter clock repairs- out of warranty-11/5/20 | 04/16/2021 | 1,653.42 |
| 4264 - IPS Group, INC | 26-meter clock repairs- out of warranty-11/12/20 | 04/16/2021 | 1,192.80 |
| 4264 - IPS Group, INC | 26-collection cards and batteries (MK5 battery packs)- 3/12/21 | 04/16/2021 | 3,617.08 |
| Account 52340 - Other Repairs and Maintenance Totals | | Invoice 5 Transactions | \$11,489.01 |
| Account 52420 - Other Supplies | | | |
| 3989 - Ricoh USA, INC | 26-printer/copier base cabinet with storage | 04/16/2021 | 210.72 |
| 54558 - The Uniform House, INC | 26-school crossing guards safety vests-3/18/21 | 04/16/2021 | 333.75 |
| Account 52420 - Other Supplies Totals | | Invoice 2 Transactions | \$544.47 |
| Account 52430 - Uniforms and Tools | | | |
| 1448 - Shoe Carnival, INC | 26-safety shoes-B. Hedrick (8)-3/23/21 | 04/16/2021 | 69.99 |
| 54558 - The Uniform House, INC | 26-safety shoes-G. Rutherford (9)-3/16/21 | 04/16/2021 | 100.00 |
| 54558 - The Uniform House, INC | 26-Cox- light jacket-3/17/21 | 04/16/2021 | 36.16 |
| Account 52430 - Uniforms and Tools Totals | | Invoice 3 Transactions | \$206.15 |
| Account 53210 - Telephone | | | |
| 1838 - Verizon Wireless | 26-cell phone charges-3/17-3/23/21 | 04/05/2021 | 1.09 |
| Account 53210 - Telephone Totals | | Invoice 1 Transactions | \$1.09 |
| Account 53310 - Printing | | | |
| 3892 - Midwest Color Printing, INC | 26-R. Cox-250 business cards | 04/16/2021 | 43.33 |
| 8002 - Safeguard Business Systems, INC | 26-5,000 billing envelopes | 04/16/2021 | 482.37 |
| Account 53310 - Printing Totals | | Invoice 2 Transactions | \$525.70 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 53640 - Hardware and Software Maintenance

| | | | |
|---|---|---------------------------|-------------|
| 54432 - T2 Systems, INC | 26-subscriptions for T2 flex system-3/17/21-3/16/22 | 04/16/2021 | 73,730.32 |
| 54432 - T2 Systems, INC | 26-ROVR returns-February 2021 | 04/16/2021 | 257.40 |
| Account 53640 - Hardware and Software Maintenance Totals | | Invoice 2 Transactions | \$73,987.72 |

Account 53830 - Bank Charges

| | | | |
|--|---------------------------------|----------------------------|-------------|
| 18844 - First Financial Bank, N.A. | 26-Meters BankFees for Feb 2021 | 03/31/2021 | 3,411.99 |
| 18844 - First Financial Bank, N.A. | 26-Web PayBankFees for Feb 2021 | 03/31/2021 | 1,629.02 |
| Account 53830 - Bank Charges Totals | | Invoice 2 Transactions | \$5,041.01 |
| Program 260000 - Main Totals | | Invoice 17 Transactions | \$91,795.15 |
| Department 26 - Parking Totals | | Invoice 17 Transactions | \$91,795.15 |
| Fund 455 - Parking Meter Fund(S2141) Totals | | Invoice 17 Transactions | \$91,795.15 |

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52420 - Other Supplies

| | | | |
|--------------------------------------|---|------------|-------|
| 409 - Black Lumber Co. INC | 20-Sign Crew-shop towels, metal grind wheel-3/22/21 | 04/16/2021 | 13.57 |
| 409 - Black Lumber Co. INC | 20-Sign Crew-hardware-3/24/21 | 04/16/2021 | 7.38 |
| 409 - Black Lumber Co. INC | 20-Signs-hardware-3/25/21 | 04/16/2021 | 4.92 |
| 793 - Indiana Safety Company, INC | 20-asphalt lute for paving-3/17/21 | 04/16/2021 | 52.29 |
| 394 - Kleindorfer Hardware & Variety | 20-Tac Machine-flair fittings, propane hose | 04/16/2021 | 28.95 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | |
|--|--------------|----------|
| Account 52420 - Other Supplies Totals | Invoice 5 | \$107.11 |
| | Transactions | |
| Program 200000 - Main Totals | Invoice 5 | \$107.11 |
| | Transactions | |
| Department 20 - Street Totals | Invoice 5 | \$107.11 |
| | Transactions | |
| Fund 456 - MVH Restricted Totals | Invoice 5 | \$107.11 |
| | Transactions | |

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

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

| | | | | |
|--|---|--------------|------------|------------|
| 334 - Irving Materials, INC | 20-230 E. Burks Dr-Class A Stone Ash-2.75 cy- 3/16/21 | BC 2020-16 | 04/16/2021 | 279.13 |
| 334 - Irving Materials, INC | 20-1117 W. Pine Meadows Dr-Class A Stone Ash-3 cy- 3/23/21 | BC 2020-16 | 04/16/2021 | 304.50 |
| 334 - Irving Materials, INC | 20-Pine Meadows & Twin Oaks Val.-Class A Stone Ash-5.5cy-3/29/21 | BC 2020-16 | 04/16/2021 | 558.25 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | Invoice 3 | | \$1,141.88 |
| | | Transactions | | |
| Program 020000 - Main Totals | | Invoice 3 | | \$1,141.88 |
| | | Transactions | | |
| Department 02 - Public Works Totals | | Invoice 3 | | \$1,141.88 |
| | | Transactions | | |
| Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals | | Invoice 3 | | \$1,141.88 |
| | | Transactions | | |

Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

| | | | | |
|-----------------------------------|---|------------|------------|--------|
| 19278 - Milestone Contractors, LP | 20-cold mix-patching-6.12 tons-3/23-3/24/21 | BC 2020-78 | 04/16/2021 | 290.70 |
|-----------------------------------|---|------------|------------|--------|



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | | |
|--|---|------------|---------------------------|------------|
| 19278 - Milestone Contractors, LP | 20-cold mix-patching-3.09 tons-3/17/21 | BC 2020-78 | 04/16/2021 | 146.78 |
| 19278 - Milestone Contractors, LP | 20-cold mix-patching-4.05 tons-3/22/21 | BC 2020-78 | 04/16/2021 | 192.38 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | | Invoice 3 Transactions | \$629.86 |
| Account 54310 - Improvements Other Than Building | | | | |
| 399 - American Structurepoint, INC | 13-Signal Timing-On-Call Serv. Contract-12/1/20- 1/31/21 | | 04/16/2021 | 171.23 |
| Account 54310 - Improvements Other Than Building Totals | | | Invoice 1 Transactions | \$171.23 |
| Program 020000 - Main Totals | | | Invoice 4 Transactions | \$801.09 |
| Department 02 - Public Works Totals | | | Invoice 4 Transactions | \$801.09 |
| Fund 601 - Cumulative Capital Devlp(S2391) Totals | | | Invoice 4 Transactions | \$801.09 |
| Fund 730 - Solid Waste (S6401) | | | | |
| Department 16 - Sanitation | | | | |
| Program 160000 - Main | | | | |
| Account 52420 - Other Supplies | | | | |
| 793 - Indiana Safety Company, INC | 16-brown jersey gloves ,coated palm gloves | | 04/16/2021 | 590.85 |
| 793 - Indiana Safety Company, INC | 16-work gloves coated palms | | 04/16/2021 | 339.00 |
| 793 - Indiana Safety Company, INC | 16-Gloves | | 04/16/2021 | 87.01 |
| 6530 - Office Depot, INC | 16-paper, rubber bands, tape | | 04/16/2021 | 31.59 |
| Account 52420 - Other Supplies Totals | | | Invoice 4 Transactions | \$1,048.45 |
| Account 53140 - Exterminator Services | | | | |
| 51538 - Economy Termite & Pest Control, INC | 16-Monthly Pest Control for Sanitation Dept. | | 04/16/2021 | 125.00 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|--|---|----------------------------|-------------|
| | Account 53140 - Exterminator Services Totals | Invoice 1 Transactions | \$125.00 |
| Account 53240 - Freight / Other | | | |
| 793 - Indiana Safety Company, INC | 16-brown jersey gloves ,coated palm gloves | 04/16/2021 | 49.44 |
| 793 - Indiana Safety Company, INC | 16-work gloves coated palms | 04/16/2021 | 84.94 |
| 793 - Indiana Safety Company, INC | 16-Gloves | 04/16/2021 | 13.69 |
| | Account 53240 - Freight / Other Totals | Invoice 3 Transactions | \$148.07 |
| Account 53920 - Laundry and Other Sanitation Services | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-3/17/21 | BC 2009-52 04/16/2021 | 9.66 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-3/17/21 | 04/16/2021 | 23.26 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-3/24/21 | BC 2009-52 04/16/2021 | 9.66 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-3/24/21 | 04/16/2021 | 23.26 |
| | Account 53920 - Laundry and Other Sanitation Services Totals | Invoice 4 Transactions | \$65.84 |
| Account 53950 - Landfill | | | |
| 52226 - Hoosier Transfer Station-3140 | 16-recycling fees - 3/1-3/15/21 | 04/16/2021 | 4,664.60 |
| 52226 - Hoosier Transfer Station-3140 | 16-trash disposal fee-3/1-3/15/21 | 04/16/2021 | 16,226.30 |
| | Account 53950 - Landfill Totals | Invoice 2 Transactions | \$20,890.90 |
| Account 53990 - Other Services and Charges | | | |
| 204 - State Of Indiana | 16- 2019 State Audit | 04/16/2021 | 1,311.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 Transactions | \$1,311.00 |
| | Program 160000 - Main Totals | Invoice 15 Transactions | \$23,589.26 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|---|--------------|-------------|
| Department 16 - Sanitation Totals | | Invoice 15 | \$23,589.26 |
| | | Transactions | |
| Fund 730 - Solid Waste (S6401) Totals | | Invoice 15 | \$23,589.26 |
| | | Transactions | |
| | | | |
| Fund 800 - Risk Management(S0203) | | | |
| | | | |
| Department 10 - Legal | | | |
| | | | |
| Program 100000 - Main | | | |
| | | | |
| Account 52430 - Uniforms and Tools | | | |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-D. Jones (10M)-3/18/21 | 04/16/2021 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-M. Mullis (10W)-3/18/21 | 04/16/2021 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-D. Livingston (13D)-3/19/21 | 04/16/2021 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-R. Robertson (11M)-3/22/21 | 04/16/2021 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-K. Korvela (10W)-3/27/21 | 04/16/2021 | 99.99 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-W. Shepard (9)-3/29/21 | 04/16/2021 | 100.00 |
| Account 52430 - Uniforms and Tools Totals | | Invoice 6 | \$599.99 |
| | | Transactions | |
| | | | |
| Account 53420 - Worker's Comp & Risk | | | |
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 10-Siho-PPI - 202135 | 04/16/2021 | 1,000.00 |
| Account 53420 - Worker's Comp & Risk Totals | | Invoice 1 | \$1,000.00 |
| | | Transactions | |
| | | | |
| Account 53990 - Other Services and Charges | | | |
| 204 - State Of Indiana | 10 IN.GOV DL search 5596754 | 04/16/2021 | 114.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 1 | \$114.00 |
| | | Transactions | |
| Program 100000 - Main Totals | | Invoice 8 | \$1,713.99 |
| | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|--|---|--------------|----------------|
| Department 10 - Legal Totals | | Invoice 8 | \$1,713.99 |
| | | Transactions | |
| Fund 800 - Risk Management(S0203) Totals | | Invoice 8 | \$1,713.99 |
| | | Transactions | |
| Fund 801 - Health Insurance Trust | | | |
| Department 12 - Human Resources | | | |
| Program 120000 - Main | | | |
| Account 53990 - Other Services and Charges | | | |
| 18539 - Life Insurance Company Of North America | 12-Cigna's Bill Reference # 103094_030121 | 04/16/2021 | 4,188.80 |
| 199 - Monroe County Government | 12-Implicit Bias Training | 04/16/2021 | 1,000.00 |
| Account 53990 - Other Services and Charges Totals | | Invoice 2 | \$5,188.80 |
| | | Transactions | |
| Account 53990.1201 - Other Services and Charges Health Insurance | | | |
| 3908 - CIGNA Healthcare | 12-March 2021 Cigna Dental Claims \$44,081.34 | 04/05/2021 | 44,081.34 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart ER Cont \$693.68 | 04/01/2021 | 693.68 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart ER Cont \$1002.70 | 04/06/2021 | 1,002.70 |
| 3928 - Aim Medical Trust | 12-April 2021 Aim Medical Trust Premium \$974,238.30 | 04/08/2021 | 974,238.30 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart ER Cont \$1262.86 | 04/08/2021 | 1,262.86 |
| Account 53990.1201 - Other Services and Charges Health Insurance Totals | | Invoice 5 | \$1,021,278.88 |
| | | Transactions | |
| Account 53990.1278 - Other Services and Charges Disability LTD | | | |
| 18539 - Life Insurance Company Of North America | 12-Cigna's Bill Reference # 103094_030121 | 04/16/2021 | 5,849.25 |
| Account 53990.1278 - Other Services and Charges Disability LTD Totals | | Invoice 1 | \$5,849.25 |
| | | Transactions | |
| Program 120000 - Main Totals | | Invoice 8 | \$1,032,316.93 |
| | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | |
|---|--------------|----------------|
| Department 12 - Human Resources Totals | Invoice 8 | \$1,032,316.93 |
| | Transactions | |
| Fund 801 - Health Insurance Trust Totals | Invoice 8 | \$1,032,316.93 |
| | Transactions | |

Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

| | | | |
|---|--------------------------------------|------------|--------|
| 4693 - Monroe County Tire & Supply, INC | 17-4 Yokohama Geo A/T G015 Owl tires | 04/16/2021 | 661.00 |
|---|--------------------------------------|------------|--------|

| | | |
|---|--------------|----------|
| Account 52230 - Garage and Motor Supplies Totals | Invoice 1 | \$661.00 |
| | Transactions | |

Account **52240 - Fuel and Oil**

| | | | |
|-------------------------------------|--------------------------|------------|----------|
| 613 - Hoosier Penn Oil Company, INC | 17-1 GALLION HP 5W40 oil | 04/16/2021 | 2,696.04 |
|-------------------------------------|--------------------------|------------|----------|

| | | | |
|------------------------------------|--|-------------------------|-----------|
| 349 - White River Cooperative, INC | 17 - fuel unleaded and diesel, Inv#7110824 | BC 2019-107A 04/16/2021 | 15,316.00 |
|------------------------------------|--|-------------------------|-----------|

| | | | |
|------------------------------------|---|-------------------------|-----------|
| 349 - White River Cooperative, INC | 17 - fuel unleaded and diesel, INV# 5720432 | BC 2019-107A 04/16/2021 | 21,990.04 |
|------------------------------------|---|-------------------------|-----------|

| | | |
|--|--------------|-------------|
| Account 52240 - Fuel and Oil Totals | Invoice 3 | \$40,002.08 |
| | Transactions | |

Account **52310 - Building Materials and Supplies**

| | | | |
|-----------------------|--------------------------------------|-----------------------|----------|
| 6378 - ANN-KRISS, LLC | 17 -repairs to wash bay area-balance | BC 2020-83 04/16/2021 | 2,128.60 |
|-----------------------|--------------------------------------|-----------------------|----------|

| | | | |
|-------------------------------------|--------------------------------------|------------|--------|
| 4443 - The Sherwin Williams Company | 17 - paint for wash bay, Inv# 8366-5 | 04/16/2021 | 264.37 |
|-------------------------------------|--------------------------------------|------------|--------|

| | | |
|---|--------------|------------|
| Account 52310 - Building Materials and Supplies Totals | Invoice 2 | \$2,392.97 |
| | Transactions | |

Account **52320 - Motor Vehicle Repair**

| | | | |
|-----------------------------|-----------------|------------|--------|
| 244 - Bloomington Ford, INC | 17- Brake parts | 04/16/2021 | 295.54 |
|-----------------------------|-----------------|------------|--------|

| | | | |
|-----------------------------|--|------------|----------|
| 244 - Bloomington Ford, INC | 17-credit for core returns-Inv. #5072401 | 04/16/2021 | (100.00) |
|-----------------------------|--|------------|----------|



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|--|-------------------------|------------|
| 941 - Central Indiana Truck Equipment Corporation | 17- lift and reach cylinder | 04/16/2021 | 1,515.78 |
| 4335 - Circle Distributing, INC | 17-misc parts Switch Assembly- oil | 04/16/2021 | 8.38 |
| 4335 - Circle Distributing, INC | 17- Transmission fluid | 04/16/2021 | 127.44 |
| 21104 - Cummins Crosspoint, LLC | 17-888 fuel pump and gaskets, INv# N8-76589 | 04/16/2021 | 127.22 |
| 455 - Industrial Service & Supply, INC | 17-4161 hyd cylinder | 04/16/2021 | 119.70 |
| 796 - Interstate Battery System of Bloomington, INC | 17- 2- SRM-24 batteries | 04/16/2021 | 167.34 |
| 796 - Interstate Battery System of Bloomington, INC | 17-batteries-8D-MHD | 04/16/2021 | 193.15 |
| 54351 - Sternberg, INC | 17-8 brake parts & bronz connectors -international parts | 04/16/2021 | 637.84 |
| 582 - Town & Country Chrysler Dodge Jeep, INC | 17-Nozzle and hose for the windshield washer | 04/16/2021 | 41.88 |
| 582 - Town & Country Chrysler Dodge Jeep, INC | 17-HeadLamp | 04/16/2021 | 749.60 |
| 4606 - Truck Service, INC | 17-429 Center bolts (2) | 04/16/2021 | 24.47 |
| 4606 - Truck Service, INC | 17-429 IH rear spring 3 12/2 | 04/16/2021 | 507.99 |
| 4606 - Truck Service, INC | 17 -(2) springs and (2) taper springs | 04/16/2021 | 1,251.16 |
| 54915 - VanHorn Tint & Accessories, INC | 17 - #403 decal removal and replacement | 04/16/2021 | 225.00 |
| Account 52320 - Motor Vehicle Repair Totals | | Invoice 16 Transactions | \$5,892.49 |
| Account 52420 - Other Supplies | | | |
| 409 - Black Lumber Co. INC | 17-Shop supplies for Washbay | 04/16/2021 | 41.46 |
| 54351 - Sternberg, INC | 17 - Navistar engine diagnostics, inv# 956287 | 04/16/2021 | 475.00 |
| Account 52420 - Other Supplies Totals | | Invoice 2 Transactions | \$516.46 |
| Account 53130 - Medical | | | |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | | |
|--|---|------------|--------------|------------|
| 231 - IU Health OCC Health Services | 17- ds dot 5 Panel E Screen - Bradley C Rushton | | 04/16/2021 | 47.00 |
| | Account 53130 - Medical Totals | | Invoice 1 | \$47.00 |
| | | | Transactions | |
| Account 53610 - Building Repairs | | | | |
| 6378 - ANN-KRISS, LLC | 17 -repairs to wash bay area-balance | BC 2020-83 | 04/16/2021 | 3,471.40 |
| 6378 - ANN-KRISS, LLC | 17 - installation of metal pieces over ends of building | BC 2020-83 | 04/16/2021 | 480.61 |
| 656 - B&L Sheet Metal and Roofing, INC | 17 - roof repair in the Maintenance Garage, Inv# 1314613 | BC 2020-68 | 04/16/2021 | 767.83 |
| 656 - B&L Sheet Metal and Roofing, INC | 17 - Leaks were repaired to the Maintenance Garage roof | BC 2020-68 | 04/16/2021 | 841.47 |
| 2974 - MacAllister Machinery Co, INC | 17 - lift rental for wash bay repairs | | 04/16/2021 | 125.00 |
| 2974 - MacAllister Machinery Co, INC | 17 - lift rental for wash bay repairs, Inv# R67385912904 | | 04/16/2021 | 336.00 |
| 2974 - MacAllister Machinery Co, INC | 17 - lift rental for wash bay repairs, Inv# R67385912905 | | 04/16/2021 | 336.00 |
| 2974 - MacAllister Machinery Co, INC | 17 - lift rental for wash bay | | 04/16/2021 | 1,211.00 |
| 2974 - MacAllister Machinery Co, INC | 17 - lift rental for wash bay repairs | | 04/16/2021 | 1,311.00 |
| | Account 53610 - Building Repairs Totals | | Invoice 9 | \$8,880.31 |
| | | | Transactions | |
| Account 53620 - Motor Repairs | | | | |
| 4474 - Ken's Westside Service & Towing, LLC | 17-supplied air to Unit#961 Truck to release brakes. Brake work | | 04/16/2021 | 520.00 |
| 2974 - MacAllister Machinery Co, INC | 17-#4721 OSL repairs for sensor | | 04/16/2021 | 1,410.75 |
| 54915 - VanHorn Tint & Accessories, INC | 17 - #403 decal removal and replacement | | 04/16/2021 | 1,200.00 |
| | Account 53620 - Motor Repairs Totals | | Invoice 3 | \$3,130.75 |
| | | | Transactions | |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - mats and towel, inv# 1824769263 | | 04/16/2021 | 69.82 |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|--------------------------------------|-----------------------|-------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - mats and towel, Inv# 1824779009 | 04/16/2021 | 70.08 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - uniforms, Inv#1824779010 | BC 2009-52 04/16/2021 | 18.12 |

| | | | |
|---|--------------|-------|-------------|
| Account 53920 - Laundry and Other Sanitation Services Totals | Invoice 3 | <hr/> | \$158.02 |
| | Transactions | | |
| Program 170000 - Main Totals | Invoice 40 | <hr/> | \$61,681.08 |
| | Transactions | | |
| Department 17 - Fleet Maintenance Totals | Invoice 40 | <hr/> | \$61,681.08 |
| | Transactions | | |
| Fund 802 - Fleet Maintenance(\$9500) Totals | Invoice 40 | <hr/> | \$61,681.08 |
| | 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/Util URM | 03/31/2021 | 612.52 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/01/2021 | 668.66 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 04/05/2021 | 32.29 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/05/2021 | 374.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/05/2021 | 416.66 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/05/2021 | 154.34 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 04/06/2021 | 869.78 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/08/2021 | 324.72 |

| | | | |
|---|--------------|-------|------------|
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | Invoice 8 | <hr/> | \$3,452.97 |
| | Transactions | | |

Account 53990.1273 - Other Services and Charges Term Life



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

| | | | |
|---|---|--------------|--------------------|
| 18539 - Life Insurance Company Of North America | 12-Cigna's Bill Reference # 103094_030121 | 04/16/2021 | 15,987.59 |
| Account 53990.1273 - Other Services and Charges Term Life Totals | | Invoice 1 | <u>\$15,987.59</u> |
| | | Transactions | |
| Account 53990.1277 - Other Services and Charges Disability STD | | | |
| 18539 - Life Insurance Company Of North America | 12-Cigna's Bill Reference # 103094_030121 | 04/16/2021 | 9,749.12 |
| Account 53990.1277 - Other Services and Charges Disability STD Totals | | Invoice 1 | <u>\$9,749.12</u> |
| | | Transactions | |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/31/2021 | 44.37 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/01/2021 | 65.49 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/05/2021 | 25.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/05/2021 | 10.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/05/2021 | 60.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/08/2021 | 32.89 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | | Invoice 6 | <u>\$237.75</u> |
| | | Transactions | |
| Program 120000 - Main Totals | | Invoice 16 | <u>\$29,427.43</u> |
| | | Transactions | |
| Department 12 - Human Resources Totals | | Invoice 16 | <u>\$29,427.43</u> |
| | | Transactions | |
| Fund 804 - Insurance Voluntary Trust Totals | | Invoice 16 | <u>\$29,427.43</u> |
| | | Transactions | |
| Fund 978 - City 2016 GO Bond Proceeds | | | |
| Department 06 - Controller's Office | | | |
| Program 06016A - 2016 A Signal Modernization | | | |
| Account 54510 - Other Capital Outlays | | | |



Board of Public Works Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Elaine H Coghlan

13-17th & Dunn Intersection Improvement, Parcel 1 04/16/2021 15,000.00

Susanna F Kempf

13-17th & Dunn Intersection Improvement, Parcel 1 04/16/2021 15,000.00

| | | |
|--|--------------|----------------|
| Account 54510 - Other Capital Outlays Totals | Invoice 2 | \$30,000.00 |
| | Transactions | |
| Program 06016A - 2016 A Signal Modernization Totals | Invoice 2 | \$30,000.00 |
| | Transactions | |
| Department 06 - Controller's Office Totals | Invoice 2 | \$30,000.00 |
| | Transactions | |
| Fund 978 - City 2016 GO Bond Proceeds Totals | Invoice 2 | \$30,000.00 |
| | Transactions | |
| Grand Totals | Invoice 283 | \$1,912,424.91 |
| | Transactions | |



HSA-GYM-Massage- WorkComp

Invoice Date Range 03/01/21 - 03/31/21

| Vendor | Invoice Description | Received Date | Payment Date | Invoice Amount |
|---|---|---------------|--|--|
| Fund 800 - Risk Management(S0203) | | | | |
| Department 10 - Legal | | | | |
| Program 100000 - Main | | | | |
| Account 53420 - Worker's Comp & Risk | | | | |
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 10-Siho-TTD - S. Kinser-202128 | | 03/05/2021 | 388.38 |
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 10-Siho -TTD - WC Claim Fees - 202129 | | 03/24/2021 | 55,577.59 |
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 10-Siho -TTD - WC Administration Fees - 202130 | | 03/24/2021 | 1,404.00 |
| | | | Account 53420 - Worker's Comp & Risk Totals | Invoice 3 Transactions <u>\$57,369.97</u> |
| | | | Program 100000 - Main Totals | Invoice 3 Transactions <u>\$57,369.97</u> |
| | | | Department 10 - Legal Totals | Invoice 3 Transactions <u>\$57,369.97</u> |
| | | | Fund 800 - Risk Management(S0203) Totals | Invoice 3 Transactions <u>\$57,369.97</u> |
| Fund 801 - Health Insurance Trust | | | | |
| Department 12 - Human Resources | | | | |
| Program 120000 - Main | | | | |
| Account 53990.1201 - Other Services and Charges Health Insurance | | | | |
| 3908 - CIGNA Healthcare | 12-February 2021 Dental Funding \$47,344.95 | | 03/02/2021 | 47,344.95 |
| 3928 - Aim Medical Trust | 12-March 2021 Aim Medical Trust premiums \$973,545.47 | | 03/10/2021 | 973,545.47 |
| 17785 - The Howard E. Nyhart Company, INC | 12-March Wellness Reimbursements \$2095.98 | | 03/24/2021 | 2,095.98 |



HSA-GYM-Massage-WorkComp

Invoice Date Range 03/01/21 - 03/31/21

| | | |
|--|--------------|----------------|
| Account 53990.1201 - Other Services and Charges Health Insurance Totals | Invoice 3 | \$1,022,986.40 |
| | Transactions | |
| Program 120000 - Main Totals | Invoice 3 | \$1,022,986.40 |
| | Transactions | |
| Department 12 - Human Resources Totals | Invoice 3 | \$1,022,986.40 |
| | Transactions | |
| Fund 801 - Health Insurance Trust Totals | Invoice 3 | \$1,022,986.40 |
| | Transactions | |

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

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

| | | | |
|---|---|------------|--------|
| 17785 - The Howard E. Nyhart Company, INC | 12-Daily Benefits Card Funding Detail-2/27/21 | 03/01/2021 | 69.17 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Daily Benefits Card Funding Detail-2/26/2021 | 03/01/2021 | 35.02 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Daily Benefits Card Funding Detail-2/28/2021 | 03/01/2021 | 39.98 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Util URM | 03/02/2021 | 133.30 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/03/2021 | 70.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/04/2021 | 120.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/05/2021 | 27.22 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 15.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 110.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/08/2021 | 95.66 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/10/2021 | 25.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/11/2021 | 25.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/12/2021 | 196.02 |



HSA-GYM-Massage-WorkComp

Invoice Date Range 03/01/21 - 03/31/21

| | | | |
|---|------------------|------------|----------|
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/15/2021 | 35.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/15/2021 | 55.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/15/2021 | 110.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Util URM | 03/16/2021 | 30.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/17/2021 | 16.64 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/18/2021 | 447.14 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/19/2021 | 307.99 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/22/2021 | 170.87 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/22/2021 | 131.56 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/22/2021 | 15.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/24/2021 | 50.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/25/2021 | 44.04 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/26/2021 | 157.88 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/29/2021 | 89.55 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/29/2021 | 289.36 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/30/2021 | 1,783.61 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 03/31/2021 | 44.37 |

| | | |
|---|----------------------------|------------|
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | Invoice 30 Transactions | \$4,739.38 |
|---|----------------------------|------------|

Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util**

| | | | |
|---|---|------------|--------|
| 17785 - The Howard E. Nyhart Company, INC | 12-FSA Unreimbursed Medical DDC - CBU-3/9-3/10/21 | 03/09/2021 | 140.00 |
|---|---|------------|--------|

| | | |
|---|---------------------------|----------|
| Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals | Invoice 1 Transactions | \$140.00 |
|---|---------------------------|----------|



HSA-GYM-Massage-WorkComp

Invoice Date Range 03/01/21 - 03/31/21

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

| | | | |
|--|--------------------------------|--------------|------------------------------|
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart HSA EE Contributions | 03/11/2021 | 19,086.69 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart HSA EE Contributions | 03/25/2021 | 18,962.16 |
| Account 53990.1283 - Other Services and Charges Health Savings Account Totals | | Invoice 2 | <u>\$38,048.85</u> |
| | | Transactions | |
| Program 120000 - Main Totals | | Invoice 33 | <u>\$42,928.23</u> |
| | | Transactions | |
| Department 12 - Human Resources Totals | | Invoice 33 | <u>\$42,928.23</u> |
| | | Transactions | |
| Fund 804 - Insurance Voluntary Trust Totals | | Invoice 33 | <u>\$42,928.23</u> |
| | | Transactions | |
| Grand Totals | | Invoice 39 | <u><u>\$1,123,284.60</u></u> |
| | | Transactions | |

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|--------------|-----------------------------|-------------|--------------------|----------------------|---------------------|
| 4/16/2021 | Claims | | | | 1,912,424.91 |
| March 21' | HSA/WorkComp/MT & Gym/CIGNA | March | | | 1,123,284.60 |
| | | | | | 3,035,709.51 |

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 **\$ 3,035,709.51**

Dated this 13th day of April year of 2021.

Dana Palazzo President

Beth H. Hollingsworth Vice President

Kyla Cox Deckard 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 _____