

# **Board of Public Works Meeting**

**May 25, 2021**



Topic: Board of Public Works

Time: May 25, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/96084506947?pwd=UFhmWVRkM2VydnA4WkxsSVg2UVdEdz09>

Meeting ID: 960 8450 6947

Passcode: 413890

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 960 8450 6947

Passcode: 413890

Find your local number: <https://bloomington.zoom.us/u/apsH5hiGk>

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**May 25, 2021**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, May 25, 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](http://bloomington.in.gov) rather than in person.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

1. Appeal Notice of Violation #s 48032 and 48148 for Excessive Growth at 2611 E. Round Hill Lane
2. Appeal Notice of Violation # 48158 for Trash at 2440 S. Henderson Street
3. Appeal Notice of Violation # 48159 for Excessive Growth at 2440 S. Henderson Street

**III. TITLE VI ENFORCEMENT**

1. Abatement at 2611 E. Round Hill Lane

**IV. CONSENT AGENDA**

1. Approval of Minutes – May 11, 2021
2. Resolution 2021-16: Order to Remove Unsafe Structure at 2412 W. 3<sup>rd</sup> Street
3. Right-of-Way Dedication at Miller-Showers Park
4. Resolution 2021-14: Public Need for Right of Way Acquisition for the 17th Street Multimodal Improvements Project
5. Noise Permit Request from Oak for One Year Anniversary Party
6. Noise Permit Request from the Hot Room for Free Yoga Classes on the International Day of Yoga
7. Noise Permit Request from Rainbow Bakery for a Pop-Up Art Market
8. Resolution 2021-17: Renewal of Mobile Vendor - Great White Smoke BBQ
9. Agreement with Bloomington Seal Coating & Paving, Inc., for Seal Coating and Striping of City owned Parking lot leased to CFC.
10. Supplement #1 to Service Agreement with B&L Sheet Metal
11. Supplement #1 to Service Agreement with AMC Construction
12. Supplement #1 to Outdoor Lighting Service Agreement with Duke Energy (W. Howe & N. Rogers Street)
13. License Agreement with Telko, Inc. on 14<sup>th</sup> & Walnut Improvements
14. Approval of Payroll

**V. NEW BUSINESS**

1. Ammendment #1 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project
2. Request from FA Wilhelm for Sidewalk Closure on S. Strong Drive
3. Request from Messer Construction for Sidewalk Closure on N. Park Avenue between E. 9<sup>th</sup> and E. 10<sup>th</sup> (June 01, 2021- June 30, 2022)
4. Request from Strauser Construction for Sidewalk Closure and Right-of-Way use at 301 E. 19<sup>th</sup> Street (June 2021-May 2022)

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

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

**STAFF REPORT**  
**Appeal of Excessive Growth NOV**  
**Ticket # 48032, 48148**

Appellant Information:

Alexander Gul (owner)  
2611 E. Roundhill Ln.  
Bloomington, IN 47401  
Date Appealed: 5/6/2021, 5/15/2021

Citation Information:

Issued: 4/30/2021, 5/10/2021  
By: Jo Stong  
Place: 2611 E. Roundhill Ln.  
For: Excessive growth

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Attachments:

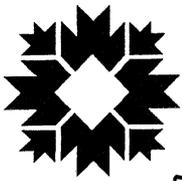
1. Notices of Violation
2. Appellant's Appeals of Notices of Violation
3. Photographs of the Property

Facts & Discussion:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On April 30, 2021 and May 10, 2021, Neighborhood Compliance Officer Jo Stong inspected the property located at 2611 E. Roundhill Lane, Bloomington, IN (Hereinafter the “Property”) and personally observed that weeds, noxious plants, and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Stong issued two Notices of Violation: The first with a fine of \$50.00 under ticket number of 48032 on April 30, 2021; and the second with a fine of \$100.00 under ticket number 48148 on May 10, 2021, both for excessive growth, weeds, and noxious plants in violation of BMC 6.06.050.
3. The NOV were delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the property where the violation occurred in compliance with 6.06.070(b).
4. Alexander Gul (Hereinafter the “Owner”) owns this Property and is a person who shall be considered a responsible party under 6.06.070(a).
5. Owner asks for relief from the ticket stating that Owner is not in violation of BMC 6.06.050.

Staff Recommendation:

The Appeal should be denied because the NOV were properly issued, notice properly given, and photographic evidence and testimony by the inspection officer shows the grass, weeds, and/or noxious plants were allowed to grow at or greater than eight inches, which is a violation of BMC 6.06.050.



# Notice of Violation

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

Date 4-30-21 Time 9:18A Address/location 2611 E Roundhill Lane  
Issued by: 230 47401

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

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

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

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

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

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

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

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 48032

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

Comments: Cut the overgrowth.

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

Owner Name ALEX GUL  
Address 2611 E. ROUNDHILL LANE  
City BLOOMINGTON State IN  
Zip Code 47401

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

CITY OF BLOOMINGTON

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

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

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

Name: Alex Gul Phone Number 812.320.7555

Citation Number: 48 032 Date on Excessive Growth Citation: 4/30/2021

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

Local Address:  
2611 E Round Hill Ln  
Bloomington IN 47401

Permanent Address:  
SAME

Today's Date: \_\_\_\_\_

Reason for Appeal: 1. THE NOTICE OF VIOLATION DOES NOT IDENTIFY THE CLASS OF PROHIBITED PLANTS WHICH ARE ALLEGED TO BE ON MY PROPERTY. MY READING OF THE ORDINANCES IS THAT ONLY THOSE NAMED PLANTS ARE PROHIBITED WHEN THE PLANTS ARE MORE THAN 8 INCHES TALL.  
2. I HAVE DILIGENTLY ATTEMPTED TO REMOVE ALL PROHIBITED PLANTS OVER 8 INCHES TALL FROM MY PROPERTY, AND I DO NOT BELIEVE ANY ARE PRESENT. IF THEY ARE, THEY ARE INSIGNIFICANT, AND WHEN THEY ARE IDENTIFIED I WILL IMMEDIATELY REMOVE THEM. 3. I'M REQUESTING MY HEARING BE CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF DUE PROCESS OF LAW, THAT IT BE AN EVIDENTIARY HEARING, ALL TESTIMONY BE SUBMITTED UNDER OATH SUBJECT TO CROSS-EXAMINATION AND THAT THE CITY OF BLOOMINGTON SHOULD HAVE THE BURDEN OF PROOF, I ALSO REQUEST THE PROCEEDINGS BE RECORDED

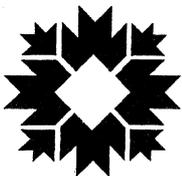
(You may continue on another page if necessary)

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

Signature Alex Gul

Date MAY 6, 2021

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



# Notice of Violation

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

Date 5-10-21 <sup>MON</sup> Time 10:22 A Address/location 2611 E. Roundhill Lane  
Issued by: 230 47401

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

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

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

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

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

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

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

**Fine Due: \$50**     **\$100**     **\$150**     **Warning (No fine due at this time)**      Ticket# 48148

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

Comments: Cut the overgrowth  
Property will go to Board of Public Works for permission to abate.

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

Owner Name ALEXANDER GOL  
Address 2611 E. ROUNDHILL  
City BLOOMINGTON State IN  
Zip Code 47401

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

CITY OF BLOOMINGTON

Appeal of Excessive Growth Citation to the Board of Public Works

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

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

Name: ALEX GUL Phone Number 812.320.7555
Citation Number: 48148 Date on Excessive Growth Citation: 5/10/2021

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

Local Address:
2611 E ROUND HILL LN
BLOOMINGTON IN 47401

Permanent Address:
SAME

Today's Date:

Reason for Appeal: 1. THE NOTICE OF VIOLATION DOES NOT IDENTIFY THE CLASS OF PROHIBITED PLANTS WHICH ARE ALLEGED TO BE ON MY PROPERTY. MY READING OF THE ORDINANCES IS THAT ONLY THOSE NAMED PLANTS ARE PROHIBITED WHEN THE PLANTS ARE MORE THAN 8 INCHES TALL.
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(You may continue on another page if necessary)

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

Signature: Alex Gul

Date: MAY 15, 2021

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



**City of Bloomington's Board of Public Works**  
**Decision on Appeal of Excessive Growth**  
**NOV #48032, 48148**

On April 30, and May 10, 2021, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Notices of Violation #48032 and 48148, to Mr. Alexander Gul. Mr. Gul timely appealed these Tickets to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Notices of Violation #48032 and 48148 on Tuesday, May 25, 2021. The Board of Public Works finds as follows:

1. Mr. Alexander Gul is the owner of the real estate located at 2611 E. Roundhill Ln., Bloomington, IN 47401 (the "Property").
2. On April 30, 2021 and May 10, 2021, City of Bloomington Neighborhood Compliance Officer Jo Stong did personally observe weeds, noxious plants, and grass growing on the Property at a height greater than eight inches.

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

Upholds the Following Notices of Violation: \_\_\_\_\_.

voids the Following Notices of Violation: \_\_\_\_\_.

**So ordered this 25<sup>th</sup> day of May, 2021.**

\_\_\_\_\_  
Dana Palazzo, President  
Board of Public Works  
City of Bloomington

**STAFF REPORT**  
**NOV APPEAL**

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**Appellant Information:**

Name: Crawford Apartments  
Address: 2440 South Henderson Street  
  
Date Appealed: 5/12/2021

**NOV Information:**

Date Issued: 5/10/2021  
By: Kenneth Liford, compliance officer  
Where: 2440 South Henderson Street  
For: Trash and Excessive Growth

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**Attachments:**

1. Notice of Violation
2. Written appeal by Jay Wilson
3. Photographs
4. Proposed Order

**Controlling Ordinance:** BMC § 6.06.020; BMC § 6.06.050;  
BMC § 6.06.070(a); BMC § 6.06.070(b)(7)

**Ordinance Language:**

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

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

**6.06.070(a)** For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation.

**6.06.070(b)(7)** That the NOV may be appealed to the board, provided the appeal is in writing and filed with the board no later than seven days from the date of the NOV.

**Discussion:**

1. The NOV was timely appealed.
2. A Neighborhood Compliance Officer with the City of Bloomington Housing and Neighborhood Development Department personally observed that weeds and grass had grown to a height in excess of eight inches and observed garbage deposited on the Property on May 10, 2021.
3. It is a violation of BMC § 6.06.020 for any person to throw, place, or scatter or to suffer or permit any garbage to be placed or deposited on the premises owned,

occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

4. It is a violation of BMC § 6.06.050 for the owner of any lot or tract of ground within the City to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to public health and constitutes a nuisance.
5. The appellant's submission acknowledges they were in violation of the applicable BMC provisions.

**Staff Recommendation:**

1. Deny the appeal of NOV.



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

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

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

Name: Jay Wilson / Crawford Apts. Phone Number 812-340-4871

Citation Number: ticket attached, no # on form Date on Excessive Growth Citation: 5/10/21

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

Local Address:  
2440 South Henderson St.  
Bloomington, IN 47401

Permanent Address:  
2440 South Henderson St.  
Bloomington, IN 47401

Today's Date: 5/12/21

Reason for Appeal: \_\_\_\_\_

We were in the process of finding a lawn care company when we received a warning about our lawn. The day after the warning we were able to secure lawn care. Our new lawn care company scheduled service starting today (5/12/21), in the afternoon. This issue was addressed as quickly as possible from time of initial warning (search for adequate lawn care actual began months ago).

(You may continue on another page if necessary)

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

J. Wilson  
Signature

5/12/21  
Date

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



# Appeal of Trash Citation to the Board of Public Works

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

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

Name: Jay Wilson / Crawford Apts. Phone Number 812-340-4871

Citation Number: ticket attached, no # on form Date on Trash Citation: 5/10/21  
(Located in the top right hand corner of the citation)

Local Address:

2440 S. Henderson St.  
Bloomington, IN 47401

Permanent Address:

2440 S. Henderson St.  
Bloomington, IN 47401

Today's Date: 5/12/21

Reason for Appeal:

On February 23<sup>rd</sup> we added two extra days of service for trash removal (giving us full Monday through Friday service) to address excess trash issues. We were unable to add weekends. Trash pickup usually gets to property between 1pm and 3pm, with no available weekend pickup, trash is usually heavy until pickup. Our last few tickets have been written on Mondays before trash pickup.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Trash citation and received the date of \_\_\_\_\_  
When the Board of Public Works will consider my appeal.

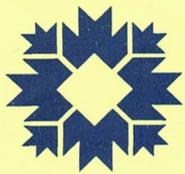
Signature [Handwritten Signature]

Date 5/12/21

**For use by Public Works:**

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

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



# Notice of Violation

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

Date 5-10-21 Time 2:50 Address/location 2440 S. Henderson St. 47401

Issued by: 208

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

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

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

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

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

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

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

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

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

Comments: Clean up all trash from property. Including dumpster area

Cut all grass on property.

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

**Owner Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

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

**City of Bloomington's Board of Public Works**  
**Order on Appeal of Notice of Violation**  
**Ticket #48158, 48159**

This matter is before the Board of Public Works for Appeal of Notices of Violations under ticket #48158 and 48159 (the "NOV") at 2440 South Henderson Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 25, 2021.

The Board of Public Works now finds as follows:

1. Crawford Apartments, by Jay Wilson ("Appellant") did timely appeal the NOV.
2. Appellant is the owner of the Property and is therefore a "responsible party" pursuant to BMC § 6.06.070 which provides: "the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation."
3. Neighborhood Compliance Officer Kenneth Liford inspected the property on May 10, 2021, and personally observed garbage deposited upon the Property and grass and weeds in excess of eight inches in height on the Property.
4. It is a violation of BMC § 6.06.020 to either be the one who places garbage on your own property or suffers or permits garbage to be deposited on your property.
5. It is a violation of BMC § 6.06.050 for the owner of any lot or tract of ground within the City to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches.
6. The facts support a finding that Appellant did violate BMC § 6.06.020 regarding garbage and 6.06.050 regarding excessive growth of grass, weeds, and noxious plants.

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

1. Denies the appeal of NOV #48158 regarding trash and NOV# 48159 regarding excessive growth.

**So Ordered this 25th Day of May, 2021.**

---

Dana Palazzo, President  
Board of Public Works  
City of Bloomington

# Staff Report

**To: Board of Public Works**

**From: Jo Stong/Daniel Dixon**

**Date: May 25, 2021**

**Re: Request to Abate property at 2611 E. Roundhill, Bloomington, IN**

---

## **Attachments:**

1. Notices of Violation Issued on April 30 and May 10, 2021.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

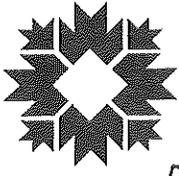
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 4/30/2021, 5/10/2021, Neighborhood Compliance Officers inspected the property located at 2611 E. Roundhill, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to Alex Gul (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

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

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

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



# Notice of Violation

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

Date 4.30.21 Time 9:18 A Address/location 2611 E Roundhill Lane  
 Issued by: 230 47401

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

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

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

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

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

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

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

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 48032

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

Comments: Cut the overgrowth.

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

Owner Name ALEX GUL  
 Address 2611 E. ROUNDHILL LANE  
 City BLOOMINGTON State IN  
 Zip Code 47401

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

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

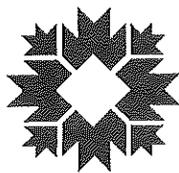


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# Notice of Violation

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

Date 5-10-21<sup>MSW</sup> Time 10:22 A Address/location 2611 E. Roundhill Lane

Issued by: 230 47401

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

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

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

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

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

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

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

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 48148

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

Comments: Cut the overgrowth  
Property will go to Board of Public Works for permission to abate.

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

Owner Name ALEXANDER GOL  
 Address 2611 E. ROUNDHILL  
 City BLOOMINGTON State IN  
 Zip Code 47401

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

BPW: 5-25-21      Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



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# Monroe County, IN

2611 E Round Hill LN, Bloomington, IN 47401-4368  
53-08-10-403-002.000-009



## Parcel Information

**Parcel Number:** 53-08-10-403-002.000-009  
**Alt Parcel Number:** 015-11230-00  
**Property Address:** 2611 E Round Hill LN  
Bloomington, IN 47401-4368  
**Neighborhood:** Spicewood - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Gul, Alexander  
**Owner Address:** 2611 E Roundhill Ln  
Bloomington, IN 47401  
**Legal Description:** 015-11230-00 SPICEWOOD SEC 1 LOT 36

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.277	



**City of Bloomington  
Housing and Neighborhood Development**

**NOTICE OF REQUEST FOR ABATEMENT**

To: Alexander Gul ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **2611 E Roundhill Lane, Bloomington 47401**, under parcel number **53-08-10-403-002.000-009** and whose legal description is **015-11230-00 SPICEWOOD SEC 1 LOT 36** (Hereinafter the "Property").

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

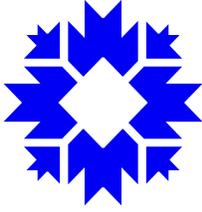
If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at

**5:30 P.M. Tuesday May 25th via ZOOM meetings.**

**You must contact the Office of Public Works at 812-349-3410 or email at [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov) for further information.**

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

**Fines are not appealed at this meeting**



**City of Bloomington**  
**Housing and Neighborhood Development**

On April 30, 2021 and May 10, 2021 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 2611 E. Roundhill Lane. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through April 30, 2022.**

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<u>BPW Meeting Date:</u>	May 25, 2021
<u>Property Owner:</u>	Alex Gul
<u>Address:</u>	2611 E. Roundhill Lane
<u>Is this a rental?</u>	No
<u>Agent:</u>	N/A
<u>Address:</u>	N/A
<u>Parcel Number:</u>	53-08-10-403-002.000-009
<u>Legal Description:</u>	015-11230-00 SPICEWOOD SEC 1 LOT 36

**City of Bloomington’s Board of Public Works**  
**Order Of Abatement for NOV**  
**(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 4/30/2021 and 5/10/2021 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 25, 2021.

The Board of Public Works now finds as follows:

1. Alex Gull (Hereinafter the “Owner”) owns the real estate located at 2611 E. Roundhill, Bloomington, IN, 53-08-10-403-002.000-009 and whose legal description is 015-11230-00 SPICEWOOD SEC 1 LOT 36. (Hereinafter the “Property”)
2. On 4/30/2021 and 5/10/2021, City of Bloomington Neighborhood Compliance Officers issued the NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were appealed, however the appeals were denied by the Board of Public Works.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 30<sup>th</sup> DAY OF April, 2022.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 25<sup>th</sup> Day of May, 2021.**

---

Dana Palazzo, President  
Board of Public Works  
City of Bloomington

The Board of Public Works meeting was held on Tuesday, May 11, 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  
Sean Starowitz – Economic & Sustainable Dev.  
Paul Kehrberg -- Engineering  
Ryan Daily – Parking Services  
Roy Aten – Engineering

Adam Wason, Public Works, spoke of a new provision in the Open Door statute that was recently passed and took effect for virtual meetings held after April 20, 2021. Tonight's meeting is the first BPW meeting under the new provision.

Likely the biggest change from what we are currently doing with virtual meetings is that certain notations will now need to be made in the meeting minutes and all votes must be taken by roll call for each agenda item. The minutes must state the name of each member of the governing body who participated in the meeting by using electronic means of communication and who was absent. For all meetings, as always, there has to be a quorum and the meetings must be made available to the public to simultaneously attend and observe virtually. The electronic means of communications must be identified. Meetings are made available on the City's website

Dave from B Square Beacon asked Adam to clarify on public meeting guidance. To Dave, it sounded the same as the previous statute. Adam responded that his understanding is that is the requirement of the roll call vote of each member.

Beth Hollingsworth reminded the public of construction season, which means road, lane, and sidewalk closures. Also commented on continuing to follow COVID guidelines

**MESSAGES FROM  
BOARD MEMBERS**

**PETITIONS AND  
REMONSTRANCES**

**CONSENT AGENDA**

1. Approval of Minutes – April 27, 2021
2. Service Agreement with Evens Time, LLC., for PARCS Equipment Inspection and Maintenance
3. Service Agreement with Evens Time, LLC., for Parker Service Agreement
4. Addendum to Service Agreement with Nature’s Way
5. Supplement #1 to Service Agreement with Ann-Kriss, LLC for Facilities Maintenance & Repair Services
6. Supplement #1 to Service Agreement with Bruce’s Home Improvements for Maintenance & Repair of Overhead Doors
7. Service Agreement with Budget Blinds of Bloomington for Replacement of Window Blinds at FS #4
8. Approval of Payroll

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

Sean Starowitz, Economic & Sustainable Dev., presented Resolution 2021-15: Bloomington Handmade Market on Kirkwood (Washington to Grant). See meeting packet for details.

**Board Comments:** Hollingsworth commented that she had mentioned the Market to others and that they were excited. Cox Deckard questioned if the surrounding property owners had been contacted. Ms. Halliday, Bloomington Handmade Market, confirmed. Cox Deckard commented that this is a great

**NEW BUSINESS**  
**Resolution 2021-15:**  
**Bloomington Handmade**  
**Market on Kirkwood**  
**(Washington to Grant)**

opportunity to have an outdoor gathering to take advantage of Kirkwood and the safety features that have been put in place.

Hollingsworth made a motion to approve Resolution 2021-15: Bloomington Handmade Market on Kirkwood (Washington to Grant). Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Road Closure Request on E. Gilbert Dr. from Infrastructure Systems (May 12, 2021 to September, 01, 2021). See meeting packet for details.

**Board Comments:** Hollingsworth asked if there would be flaggers in addition to signage. Kehrberg confirmed. Cox Deckard asked about the sidewalk impacts, if there is going to be any sidewalk closures. Kehrberg explained that the only sidewalk is on Dunn and there will be a detour. Cox Deckard asked about the closures affecting the property owners. Kehrberg explained the closure would not affect the property owners' driveways.

Hollingsworth made a motion to approve Road Closure Request on E. Gilbert Dr. from Infrastructure Systems (May 12, 2021 to September, 01, 2021). Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request on N. Fee Lane from Snedegar Construction (May 17, 2021 – July 31, 2021). See meeting packet for details.

**Board Comments:** None

Cox Deckard made a motion to approve Lane Closure Request on N. Fee Lane from Snedegar Construction (May 17, 2021 – July 31, 2021). Hollingsworth seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Ryan Daily, Parking Services, presented Contract with The New Group for Morton Street Garage Repairs Project. See meeting packet for details.

**Road Closure Request on E. Gilbert Dr. from Infrastructure Systems (May 12, 2021 to September, 01, 2021)**

**Lane Closure Request on N. Fee Lane from Snedegar Construction ( May 17, 2021 – July 31, 2021)**

**Contract with The New Group for Morton Street Garage Repairs Project**

**Board Comments:** Palazzo asked if this completed the list of final repairs suggested by CE Solutions. Daily confirmed.

Hollingsworth made a motion to approve Contract with The New Group for Morton Street Garage Repairs Project. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Roy Aten, Engineering, presented Contract with Milestone Contractors, LP for the 7<sup>th</sup> Street Protected Bike Lane Improvements Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked if lane closures were included in the contract. Cox Deckard asked if this maintenance of traffic plans would be heard at a later date. Aten explained that the construction, maintenance of traffic plans and lane closures are all in the contract for the project. Wason commented that bid packets are very specific on the details required for the maintenance of traffic plans and he is very confident with recommending Milestone Contractors for this project

Hollingsworth made a motion to approve Contract with Milestone Contractors, LP for the 7<sup>th</sup> Street Protected Bike Lane Improvements Project. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Adam Wason, Public Works, wanted to highlight a project that the City and Catalent are working very closely together on which involves closing a sidewalk on Strong Drive. Wason mentioned that the sidewalk has very little pedestrian traffic on any day. Wason added that given the speed at which the project needs to take place, he had given the authority to proceed. This project will be presented at the next meeting. Wason also wanted to mention Parks and Recreation and Centerstone and their great partnership.

Hollingsworth made a motion to approve claims in the amount of \$ 1,507,599.00. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

**Contract with Milestone Contractors, LP for the 7<sup>th</sup> Street Protected Bike Lane Improvements Project**

**STAFF REPORTS AND OTHER BUSINESS**

**CLAIMS**

Palazzo called for adjournment at 6:15 p.m.

**ADJOURNMENT**

Accepted By:

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Dana Palazzo, President

---

Beth H. Hollingsworth, Vice-President

---

Kyla Cox Deckard, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Resolution to uphold the Order to Remove  
**Petitioner/Representative:** HAND  
**Staff Representative:** Michael Arnold  
**Date:** 25 May 2021

---

**Report:**

24 March 2021	Fire at Property
05 April 2021	Drive by of Property
07 May 2021	Sent Order to Remove

This is a structure that was severely damaged by fire on 24 March 2021. A drive by of the property on 08 April 2021 showed partial walls still standing and debris on the property from the fire. Slight. HAND has been in contact with the owner, the real estate agent and the contractor regarding removal of the structure. The Order to Remove requires a Resolution from the Board of Public Works. Hand is asking for the Resolution to be upheld to insure the process moves forward to remove the remaining structure.

---

**Recommend**  **Approval**  **Denial by:** Michael Arnold



**City of Bloomington  
Housing and Neighborhood Development**

05 May 2021

Marcia Elaine Finley  
130 S Johnson Ave  
Bloomington IN 47404

**UNSAFE BUILDING  
ORDER TO REMOVE**

RE: Structure(s) located at 2412 W 3<sup>rd</sup> St, Bloomington, Indiana 47404  
Legal description of relevant property: 013-53030-00 Maple Grove Baby Farms Pt Lot  
3; (3B) S 123' x 132' .417A

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **REMOVE THE STRUCTURE(S)** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **25 July 2021**. This Order to Remove expires 25 May 2023.

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

- 1. Contact Monroe County Building Department for Demolition Permit.**
- 2. Remove the remaining portion of the fire damaged structure.**
- 3. Remove all debris associated with the fire and the demolition.**
- 4. If there is a basement or crawl space, then backfill to be level with surrounding grade**
- 5. Notify Housing and Neighborhood Development upon completion of the work.**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on 03 May 2021. The inspection(s) revealed that the property is:

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

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

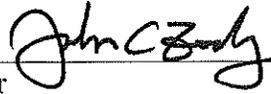
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 25 May 2021**. The hearing will take place during a virtual meeting (Contact City of Bloomington Public Works for information to access the virtual meeting). You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

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

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



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

5/5/21

---

Date

2412 W 3<sup>rd</sup> St  
03 May 2021





**BOARD OF PUBLIC WORKS**  
**RESOLUTION 2021-16**  
**Unsafe Order for 2412 West Third Street, Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Remove** the property located at 2412 West Third Street, Bloomington, Indiana ("Property") because said property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

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

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of May 25, 2021.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Public Works now

- Affirms the Order issued by HAND on May 5, 2021.
- Rescinds the Order issued by HAND on May 5, 2021.
- Modifies the Order issued by HAND on May 5, 2021. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**So ordered this 25<sup>th</sup> day of May, 2021.**

By: \_\_\_\_\_  
Dana Palazzo, President of the Board

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE    )

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

WITNESS, my hand notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Resident of \_\_\_\_\_ County

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



## Board of Public Works Staff Report

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**Project/Event:** Approve Right of Way Dedication at Miller-Showers Park  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Neil Kopper, Senior Project Engineer  
**Date:** 5/25/2021

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**Report:** This dedication designates a portion of the City's Miller-Showers Park property as public right of way. The dedication occurs along portions of 17<sup>th</sup> Street, College Avenue and Walnut Street. This dedication was initiated in response to inquiries from Duke Energy and their need to locate a new utility pole between the sidewalk and the street along the north side of 17<sup>th</sup> Street. It is desirable to dedicate this area as right of way before allowing utilities to be installed. Additionally, this dedication is beneficial to the City's upcoming federally funded project along 17<sup>th</sup> Street because federally funded projects are required to locate all improvements within public right of way.

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**PUBLIC RIGHT OF WAY DEDICATION**

THIS INDENTURE WITNESSETH, that the City of Bloomington, Monroe County, Indiana (hereinafter "Grantor"), being the fee simple owner of all the real estate described herein, does hereby convey, warrant and dedicate to the City of Bloomington, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibits A and B, attached hereto and made a part hereof.

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

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

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

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

IN WITNESS WHEREOF, Grantor has executed this Public Right of Way Dedication as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Dana Palazzo, President

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

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

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

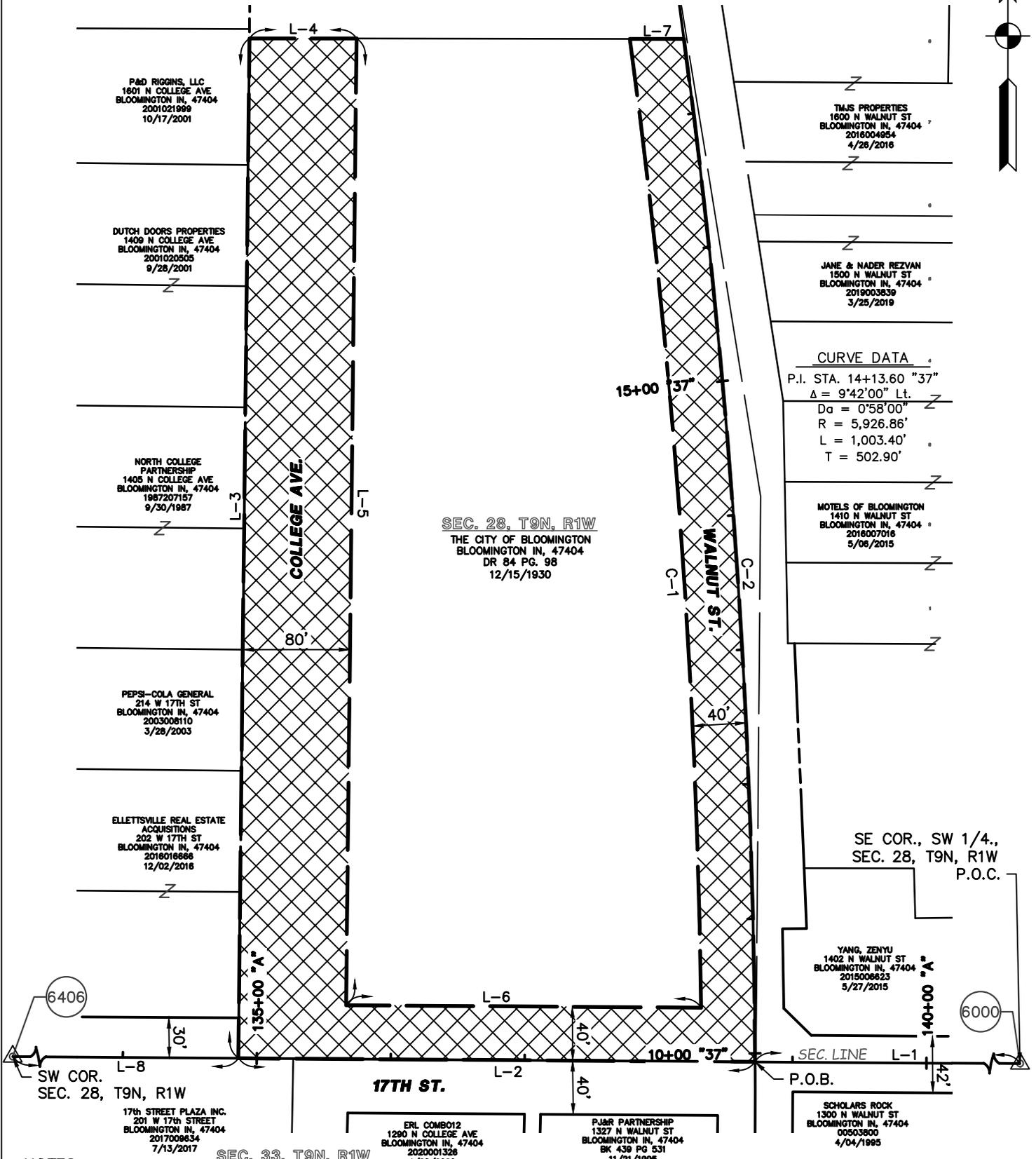
Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at which time Dana Palazzo, Beth H. Hollingsworth, and Kyla Cox Deckard, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

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

\_\_\_\_\_  
Signature of Notary Public

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

RIGHT-OF-WAY EXHIBIT



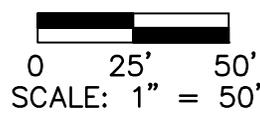
**NOTES:**  
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

SEE SHEET 2 FOR LINE AND CURVE TABLE

PROPOSED RIGHT-OF-WAY (2.33 AC.)

LEGEND	
	RIGHT-OF-WAY LINE
	PROPERTY LINE
	LOT LINE
	PROPOSED RIGHT-OF-WAY
	SEE LOCATION CONTROL ROUTE SURVEY PLAT

THE CITY OF BLOOMINGTON  
DEED RECORD 84 PAGE 98  
RECORDED: 12/15/1930



VS Proj. No. 18-4002  
Drawn By: AJD  
Date: 02/01/2021  
Checked By: MRH  
Date: 02/23/2021

LOCATION CONTROL ROUTE SURVEY PLAT  
INST. No. 2019018089, DATED 12/12/2019  
PT. SW. 1/4, SEC. 28, T9N, R1W, CITY OF BLOOMINGTON,  
BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA

THIS EXHIBIT WAS PREPARED BY:

**VS ENGINEERING, INC.**  
4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
TEL. (317) 293-3542 FAX: (317) 293-4737

**RIGHT-OF-WAY EXHIBIT**

PERMANENT RIGHT-OF-WAY

Part of the Southwest Quarter of Section 28, Township 9 North, Range 1 West of the Second Principal Meridian, Bloomington Township, Monroe County, Indiana, and being that part of the grantor(s) land, as described in Deed Record 84 Page 98 in the Office of the Recorder of said County and State, more particularly described as follows:

Commencing at the southeast corner of said quarter section; thence North 89 degrees 36 minutes 15 seconds West 1,450.43 feet along the south line of said section to the southeast corner of the grantor(s) land, said point also being the intersection of the centerline of Walnut Street (formerly State Road 37) and said section line, and the POINT OF BEGINNING of this description: thence North 89 degrees 36 minutes 15 seconds West 385.79 feet along said section line, to the southwest corner of the grantor(s) land (and apparent west line of College Ave); thence North 0 degrees 37 minutes 18 seconds East 757.53 feet, along the east line of Northcrest Addition (INST. No. 194603200A), to the northwest corner of the grantor(s) land; thence South 89 degrees 55 minutes 38 seconds East 80.00 feet along the north line of the grantor(s) land; thence South 0 degrees 37 minutes 18 seconds West 717.98 feet; thence South 89 degrees 36 minutes 15 seconds East 264.99 feet, to a non-tangent curve; thence northerly 721.93 feet along an arc to the left having a radius of 5,886.86 feet and subtended by a long chord having a bearing of North 4 degrees 13 minutes 34 seconds West 721.48 feet to the north line of the grantor(s) land; thence South 89 degrees 55 minutes 38 seconds East 40.37 feet, along said north line, to the centerline of Walnut Street, said point also being the northeast corner of the grantor(s) land, and to a point on a non-tangent curve; thence southerly 762.13 feet along an arc to the right having a radius of 5,926.86 feet and subtended by a long chord having a bearing of South 4 degrees 0 minutes 9 seconds East 761.60 feet, along said centerline to the POINT OF BEGINNING and containing 2.33 acres, more or less, subject to all pertinent rights-of-way and easements.

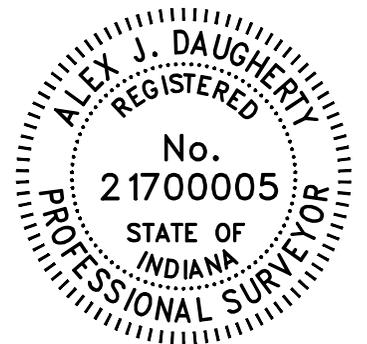
Basis of bearings is the Monroe County Zone of the Indiana Geospatial Coordinate System (InGCS), NAD83(2011).

LINE TABLE		
LINE ID	BEARING	DISTANCE
L-1	N 89°36'15" W	1,450.43'
L-2	N 89°36'15" W	385.79'
L-3	N 0°37'18" E	757.53'
L-4	S 89°55'38" E	80.00'
L-5	S 0°37'18" W	717.98'
L-6	S 89°36'15" E	264.99'
L-7	S 89°55'38" E	40.37'
L-8	N 89°36'15" W	820.62'

CURVE TABLE		
CURVE ID	RADIUS	LENGTH
C-1	5,886.86'	721.93'
C-2	5,926.86'	762.13'



03/18/2021



VS ENGINEERING, INC.  
ALEX J. DAUGHERTY, P.S.  
PROFESSIONAL SURVEYOR NO. 21700005  
STATE OF INDIANA

THE CITY OF BLOOMINGTON DEED RECORD 84 PAGE 98 RECORDED: 12/15/1930	VS Proj. No. 18-4002
	Drawn By: AJD
LOCATION CONTROL ROUTE SURVEY PLAT INST. No. 2019018089, DATED 12/12/2019 PT. SW. 1/4, SEC. 28, T9N, R1W, CITY OF BLOOMINGTON, BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA	Date: 02/01/2021
	Checked By: MRH
	Date: 02/23/2021

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
TEL. (317) 293-3542 FAX: (317) 293-4737

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

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Dana Palazzo, President

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

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

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at which time Dana Palazzo, Beth H. Hollingsworth, and Kyla Cox Deckard, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

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

\_\_\_\_\_  
Signature of Notary Public

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

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

Commission # \_\_\_\_\_

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

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



## Board of Public Works Staff Report

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**Project/Event:** Resolution 2021-14 Public Need to Purchase Right of Way for the 17<sup>th</sup> Street Multimodal Improvements Project

**Petitioner/Representative:** Engineering Department

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

**Date:** 05/25/2021

---

**Report:** This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor.

The project will require purchase of additional right of way from up to 36 parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract	Approved	8/6/2019
ROW Services Contract*	Future	5/11/2021
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>5/11/2021</b>
Construction Inspection Contract	Future	2021
Construction Contract**	N/A	2022

\* ROW Services are added to the Design Services Contract through Amendment 1.

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

## ATTACHMENT A

<b><u>Parcel</u></b>	<b><u>Owner</u></b>	<b><u>Address</u></b>
1	Bloomington Roller Rink, LLC	1001 W. Winding Way, Bloomington IN 47404
2	Gooldy & Sons, Inc.	926 W. 17 <sup>th</sup> St, Bloomington, IN 47404
3	Dry Creek, Inc.	924 W. 17 <sup>th</sup> St, Bloomington, IN 47404
4	Hanna Properties, LLC	840 W. 17 <sup>th</sup> St, Bloomington, IN 47404
6	Haggarty, Thomas J. & Cathy Lynn	750 W. 17 <sup>th</sup> St, Bloomington, IN 47404
7	Parker, Thomas D., Jr. & Carol J.	719 W. 17 <sup>th</sup> St, Bloomington, IN 47404
8	Cedar Grove, LLC	716 W. 17 <sup>th</sup> St, Bloomington, IN 47404
9	STMLH Properties, LLC	702 W. 17 <sup>th</sup> St, Bloomington, IN 47404
10	WWHB, LLC	624 W. 17 <sup>th</sup> St, Bloomington, IN 47404
12	Kelly, William Henry & Anne Elizabeth	606 W. 17 <sup>th</sup> St, Bloomington, IN 47404
13	606 Building Company, LLC	600 W. 17 <sup>th</sup> St, Bloomington, IN 47404
14	Jackson Heights Property, LLC	1424 N. Jackson St, Bloomington, IN 47404
15	Muncie Associates, LLC	511 W. 17 <sup>th</sup> St, Bloomington, IN 47404
16	Jacobs, Mary A. & Gloria E.	520 W. 17 <sup>th</sup> St, Bloomington, IN 47404
17	Keyman Properties, LLC	520 W. 17 <sup>th</sup> St, Bloomington, IN 47404
18	CSS Bloomington, LLC	508 W. 17 <sup>th</sup> St, Bloomington, IN 47404
19	Heri Four Inc.	402 W. 17 <sup>th</sup> St, Bloomington, IN 47404
20	Arthur, Stephen R. & Joann C.	401 W. 17 <sup>th</sup> St, Bloomington, IN 47404
21	Hart, John W.	317 W. 17 <sup>th</sup> St, Bloomington, IN 47404
22	Treleaven, Lori A.	326 W. 17 <sup>th</sup> St, Bloomington, IN 47404
23	Arbutus Properties, LLC	314 W. 17 <sup>th</sup> St, Bloomington, IN 47404
25	Railing, John W. & Mary P. Railing	300 W. 17 <sup>th</sup> St, Bloomington, IN 47404
26	Pepsi-Cola General Beverages of North Florida, Inc.	214 W. 17 <sup>th</sup> St, Bloomington, IN 47404
27	17 <sup>th</sup> Street Plaza, Inc.	203 W. 17 <sup>th</sup> St, Bloomington, IN 47404
28	Ellettsville Real Estate Acquisitions, Inc.	202 W. 17 <sup>th</sup> St, Bloomington, IN 47404
31	Scholars Rock, LLC	1300 N. Walnut St, Bloomington, IN 47404
32	Yang, Zhenyu	1402 N. Walnut St, Bloomington, IN 47404
33	Motels of Bloomington, LLC	1410 N. Walnut St, Bloomington, IN 47404
34	Hays Building, LLC	121 E. 17 <sup>th</sup> St, Bloomington, IN 47404
35	SGM Empire, LLC	205 E. 17 <sup>th</sup> St, Bloomington, IN 47404
36	Elkins, Barry K.	206 E. 17 <sup>th</sup> St, Bloomington, IN 47404

37	Moore, S. Kenneth	219 E. 17 <sup>th</sup> St, Bloomington, IN 47404
38	University Properties VI, LLC	1300 N. Lincoln St, Bloomington, IN 47404
39	Donham, Michael G. & Julia A.	310 E. 17 <sup>th</sup> St, Bloomington, IN 47404
41	Boathouse Development, LLC	102 E. 17 <sup>th</sup> St, Bloomington, IN 47404
42	Thompson, David	204 E. 17 <sup>th</sup> St, Bloomington, IN 47404

RESOLUTION 2021-14  
BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to do construction improvements on the north side of 17<sup>th</sup> Street from Monroe Street to Grant Street that will include the replacement of the traffic signal at the intersection of 17<sup>th</sup> Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor, in Bloomington, Indiana; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Dana Palazzo

\_\_\_\_\_  
Beth H. Hollingsworth

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



## Board of Public Works Staff Report

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**Project/Event:** Oak- One Year Anniversary Party

**Petitioner/Representative:** Talia Halliday

**Staff Representative:** April Rosenberger

**Meeting Date:** May 25, 2021

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The plant shop Oak will be hosting a One Year Anniversary party in the parking lot of their business at 401 E. 4<sup>th</sup> Street. Activities include hosting a Reiki Reader, a potter, and streaming music through a small speaker and will be held outdoors. A small dance will be held in the parking lot later in the evening. The party will take place on Friday, June 4, 2021 from 5 pm- 9 pm.



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	One Year Anniversary Party		
Location of Event:	401 E 4th St		
Date of Event:	06/04/2021	Time of Event:	Start: 5pm
Calendar Day of Week:	Friday (First Friday)		End: 9pm
Description of Event:	One Year Anniversary for Oak. (plant shop). Because of Covid, most of our activities for the evening will be outside. We will be hosting a Reiki Reader, and a potter and streaming a Spotify playlist from a small speaker. Later in the evening we will also be hosting a small dance class outside in our parking area.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Talia Halliday		
Organization:	oak.	Title:	owner
Physical Address:	401 e 4th St		
Email Address:	oak.bloomington@gmail.com	Phone Number:	8123459607
Signature:	talia halliday	Date:	05/10/2021

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Dana Palazzo, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary

S Grant St

S Grant St



**oak.  
dancing in the  
driveway for  
2- 30 min  
sessions.  
2 tents in the  
lawn.  
speaker on the  
porch in btwn  
dancing**



Google



## Board of Public Works Staff Report

---

**Project/Event:** International Day of Yoga – Free Classes

**Petitioner/Representative:** Erin Polley

**Staff Representative:** April Rosenberger

**Meeting Date:** May 25, 2021

---

Erin Polley of The Hot Room will be offering free Yoga Classes on the International Day of Yoga. Classes will be held in Switchyard Park on Monday, June 21, 2021 from 3 pm – 7 pm. Classes will be 60 minutes each, held at 3 pm, 4:30 pm and 6pm. Minimally amplified music will be played during the classes. Bloomington Parks and Recreation has approved the Park Permit Application pending approval from the Board of Public Works.



## **Hourly Park Permit Guidelines, Application, and Agreement**

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your program. We look forward to having you use one of our parks and ask that you follow these rules to ensure that your program goes smoothly and that park resources are protected. Failure to comply with these rules could result in a void of your special permit. Best wishes for a safe and successful program!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **four weeks prior** to your event. Submitting this Hourly Park permit application is not a confirmation to conduct your planned program. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park(s) for the event described herein.**

### **APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED**

- |  |  |
|--|--|
| <input type="checkbox"/> Application for Rental Agreement    | <input type="checkbox"/> Program Site Plan |
| <input type="checkbox"/> Application Fee \$25/non-refundable | <input type="checkbox"/> Class Schedule    |

#### **Rental/Permit Fees and Certificate of Insurance:**

Rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Program date(s) will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:  
PO Box 848, Bloomington, IN 47402 or dropped off at  
401 N. Morton St., Suite 250 (inside City Hall)

#### **Refunds:**

BPRD will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made fewer than seven days before the event will result in the forfeiture of the entire rental fee. Refunds will not be issued due to inclement weather.

#### **Insurance:**

During the performance of any and all Services under this Agreement, permit applicant 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 limit of \$2,000,000 annual 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 City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

**Meeting:**

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If necessary, this meeting may be mandatory to work out all the details of the program.

**B-Line Trail:**

The section of trail from Sixth Street – the east side of Rogers including the Farmers' Market Plaza, and the east side of City Hall between Sixth Street and Tenth Street is not available for use on Saturdays, April – November, between 5 a.m. and 3 p.m.

Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must supply security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets.

**Vehicles and Parking:**

Vehicles are not allowed on park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of permit. Parking is permitted only in designated parking lots.

**Trash Removal/Recycling:**

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your program. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after a program for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of the permit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

**Equipment:**

Bloomington Parks and Recreation is not responsible for any equipment or items used in your program. You are responsible for scheduling security to watch over your area. Barbells, bumper plates, plate weights, and sleds are not allowed. TRX straps, rings, and resistance bands are not allowed to be hung from trees. All music devices used during the program must be battery powered.

**Child Supervision:**

If children under the age of 18 are part of the program, it is your responsibility to provide adequate supervision.

**Safety:**

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited

within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.



The individual or group is totally responsible for the behavior and actions of those individuals attending their program and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

**Copyright:**

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

**Noise Permits:**

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. **This includes the use of amplified and non-amplified music. Applicants can call 812-349-3411 for additional information.**

**Violations:**

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke an Hourly Park permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs), excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

**Permit Fees:**

Application Fee: \$25, non-refundable

Hourly Permit Fee: \$10/hour use of park, including set-up and breakdown, see page 1 for refund policy

**Questions?**

Jess Klein  
Health & Wellness Coordinator  
City of Bloomington Parks and Recreation Department  
kleinj@bloomington.in.gov  
812-349-3771

401 N. Morton St., Suite 250  
P.O. Box 848  
Bloomington, IN 47402



**HOURLY PARK PERMIT APPLICATION**  
City of Bloomington Parks and Recreation Department (BPRD)  
(Please Print or Type)

- Park and trail operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Department at least four weeks prior to event
- An application for shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Governmental: <ul style="list-style-type: none"> <li><input type="radio"/> City of Bloomington</li> <li><input type="radio"/> Department-Affiliated</li> <li><input type="radio"/> Monroe County</li> <li><input type="radio"/> Other</li> </ul> <input type="checkbox"/> Non-Profit <ul style="list-style-type: none"> <li><input type="radio"/> Tax ID# _____</li> </ul> | <input type="checkbox"/> Non-Profit Fundraising Event <ul style="list-style-type: none"> <li><input type="radio"/> Tax ID# _____</li> </ul> <input type="checkbox"/> Private: City Resident<br><input checked="" type="checkbox"/> Private: Non-resident<br><input type="checkbox"/> Profit Making<br><input type="checkbox"/> Other |
|---|--|

**Date of Application:** April 30, 2021

**Location(s) of Proposed Program:** Performance Lawn or Secondary Performance Lawn

**Date(s) and Times(s) of Proposed Program:**

Date	Time
June 21	2:30-7:30pm

**Contact Information:**

1. Organization applying for Hourly Permit:

Organization: The Hot Room

Address: 891 S. College Mall Rd.

City: Bloomington State: IN Zip Code: 47401

Telephone #: 3176260868 Fax: \_\_\_\_\_

E-mail: erin@thehotroom.com



2. Name of organizational **contact** responsible for managing program  
(Please list the one representative that will be responsible for all communication):

Name: Erin Polley Title: Community Engagement Manager

Address/Phone Number (If different than organization)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: 3176260868 Fax: \_\_\_\_\_

E-mail: erin@thehotroom.com

**Program Logistics:**

3. Name of Program: International Day of Yoga-Free Classes

4. Type of program: (Please check as many as applicable)

- Fitness/Health Class (such as: group exercise, small group training, personal training)
- Art/Music Class
- Sport/Coaching
- Other (please explain) \_\_\_\_\_

**5. Program Description**

On the International Day of Yoga, The Hot Room will host three free all-levels yoga classes at 3pm, 4:30pm & 6pm. Students must bring their own mats.

6. Do you plan to bring equipment that will be used during the program? yes no

(a)If yes, please describe below (type, quantity, etc.).

Type of Equipment	Quantity
10x10 (non-staked) weighted tent	1
6 foot table	1



7. Requested date(s) and time(s) for program:  
Date, set up time, event start time, event end time, teardown time

Date	Set Up Time	Program Start Time	Program End Time	Teardown Time
For ex: Oct. 13	7:30a	8:00a	9:00a	9:30a
June 21	2:30pm	3pm	7pm	7:30pm

(a) Designated date(s) for inclement weather? (rain date) yes no

If yes, please list rain date(s) and time(s) below:

Date	Time

8. Total number of anticipated participants per event/class: 50

9. Will any signs, banners or flyers be hung or posted? es no

*Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 812-349-3423)*

10. Is this program open to the public? es no

11. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)



12. Will there be a charge to attend/participate? yes no  
If yes, please explain the type of fee and amount:

Type Fee(s): \_\_\_\_\_ Fee Amount: \_\_\_\_\_

13. Please describe how you plan to remove trash from the program site: We will bring our own trashbags and take with us.

Person responsible for clean up:

Contact Name: Erin Polley Relationship to organization: Community Engagement Manager

Phone Number: 3176260868

**Security/Safety:**

14. What are your plans for providing emergency/medical services?  
Call 911 and access local providers.

**Program Music:**

15. Do you plan to provide music for this program? yes no

If yes, please describe:

Music for class through a battery operated bluetooth speaker.

16. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

yes no If yes, please list type of equipment

Type of Equipment	Quantity
Battery operated bluetooth speaker w/ microphone	1

17. Are there any special provisions pertaining to your event that have not been addressed on this application: no



18. **All Programs:** A map detailing placement of program (site map) will be required for all programs. **\*A copy of your site map must be attached to this application.**

**By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the City of Bloomington Parks and Recreation Department including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.**

**Please Read Carefully :**

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

Erin Polley, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Erin Polley  
Signature

4/30/21  
Date

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. Bloomington Parks and Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, the Department cannot guarantee that you, the program participant, or your household members will not become infected with COVID-19. Further, attending the C.A.R.E.S. program could increase the risk of you, the program participant, or your household members of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, the program participant, or other members of our household may be exposed to or infected by COVID-19 as a result of the program participant attending the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I also acknowledge and understand that all of the risks of COVID-19 are not known. I understand that the risk of becoming exposed to or infected by COVID-19 at the program may result from the actions, omissions, or negligence of the program participant, myself, and others, including, but not limited to, Bloomington Parks and Recreation's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks, known and unknown, and accept sole responsibility for any injury or loss to the program participant, myself, and other members of my household. On my behalf, and on behalf of the program participant, I hereby waive,



CITY OF BLOOMINGTON  
Parks and Recreation

release, discharge, and agree to hold harmless, indemnify, and not sue Bloomington Parks and Recreations Department, its employees, agents, officers, directors, affiliates, members, volunteers, and representatives (collectively, "Releasees"), of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether such claim arises before, during, or after participation in any Parks and Recreation program.

I have read and understand all of the foregoing terms. I agree with its terms and sign it voluntarily.

Erin Polley  
Signature of Participant

4/30/21  
Date

**To be completed by Bloomington Parks and Recreation Staff  
Renters will receive an invoice for total amount of fees due**

**Due with Application:**

- Application Fee: \$25/non-refundable      \$ \$25.00
- Permit Fee: \$10/hour      \$ X 5 hours = \$50.00
- Other Fee(s):      \$ \_\_\_\_\_

City of Bloomington Parks and Recreation Department Hourly Park Permit Application <b>(PARK USE ONLY)</b>	
Date Received: <u>4/30/2021</u>	Fees Charged: <u>\$75.00</u>
Permit #: <u>3</u>	
Application Fee Deposited to: 201-18-181000-43310	<i>approved pending BPW noise permit approval on 5/25</i> <i>JK</i>
Permit Hourly Fee Deposited to:	
Art/Music/Cultural/Sport/Other: <input type="checkbox"/> 201-18-189006-41020	
Fitness/Wellness/Health: <input checked="" type="checkbox"/> 201-18-181001-41020	
Other Fee(s) Deposited to: _____	
City of Bloomington contact person: <u>Jess Klein</u>	
Telephone Number: <u>349-3721</u>	Fax #: _____
E-mail: <u>kleinj@bloomington.in.gov</u>	



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	International Day of Yoga-Free Classes		
Location of Event:	Switchyard Park		
Date of Event:	June 21, 2021	Time of Event:	Start: 3pm
Calendar Day of Week:	Monday		End: 7pm
Description of Event:	On the International Day of Yoga, The Hot Room will offer free yoga classes in the park, open to all levels. Classes will be 60 minutes at 3pm, 4:30pm and 6pm.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Erin Polley		
Organization:	The Hot Room	Title:	Comm. Engagement
Physical Address:	891 S. College Mall		
Email Address:	erin@thehotroom.com	Phone Number:	3176260868
Signature:	<i>Erin Polley</i>	Date:	4/30/21

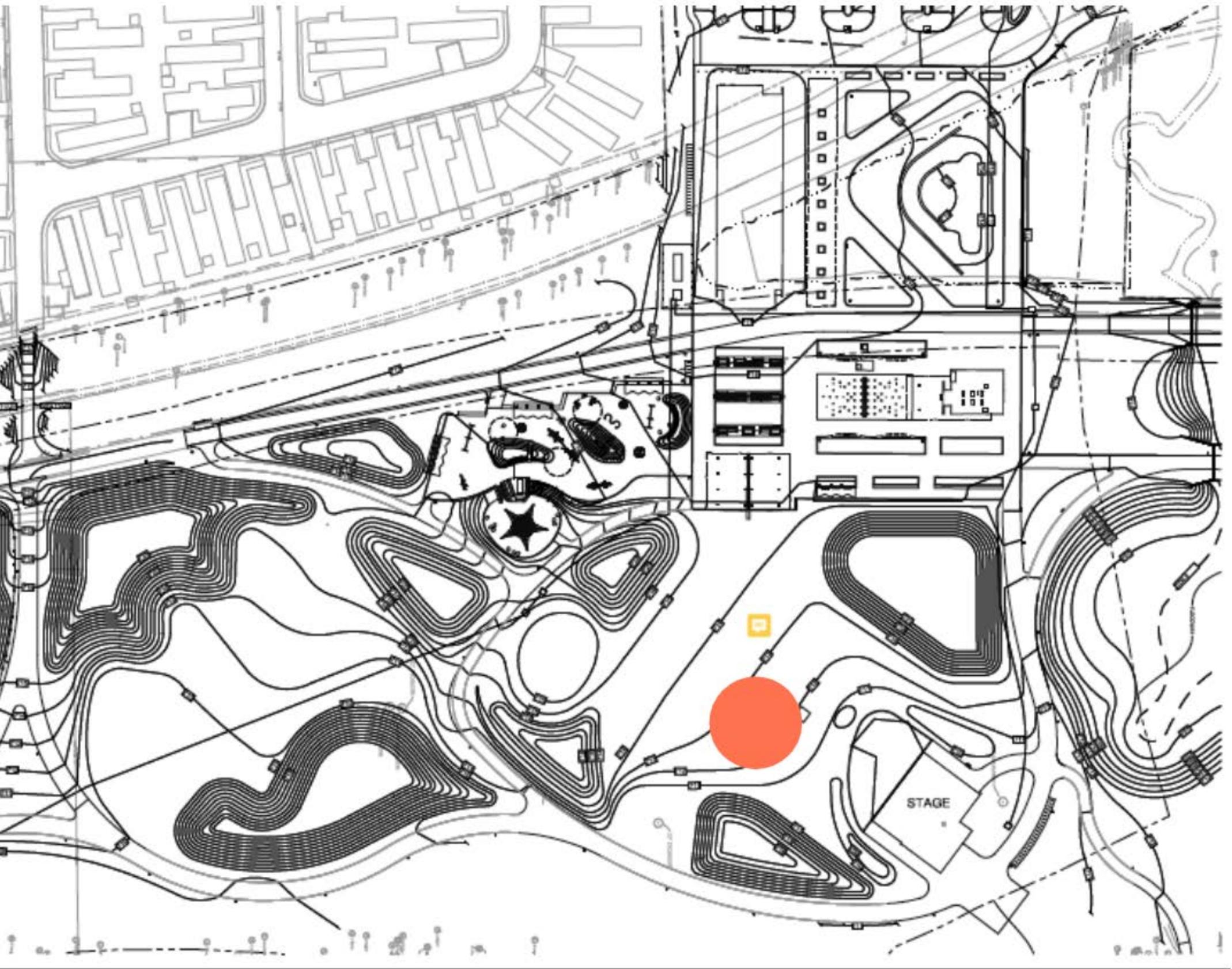
## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Dana Palazzo, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary



10x10 tent, table and yoga in orange area



THE HOT ROOM





## Board of Public Works Staff Report

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**Project/Event:** Noise Permit Rainbow Bakery First Friday

**Petitioner/Representative:** Erin Tobey

**Staff Representative:** April Rosenberger

**Meeting Date:** May 25, 2021

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Rainbow Bakery will host a Pop-Up Art Market on their outdoor patio. Ambient amplified music will be provided by a live DJ. The event will be held on Friday, June 4, 2021 from 5 pm – 9 pm.

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CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:			
Location of Event:			
Date of Event:		Time of Event:	Start:
Calendar Day of Week:			End:
Description of Event:			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Dana Palazzo, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary

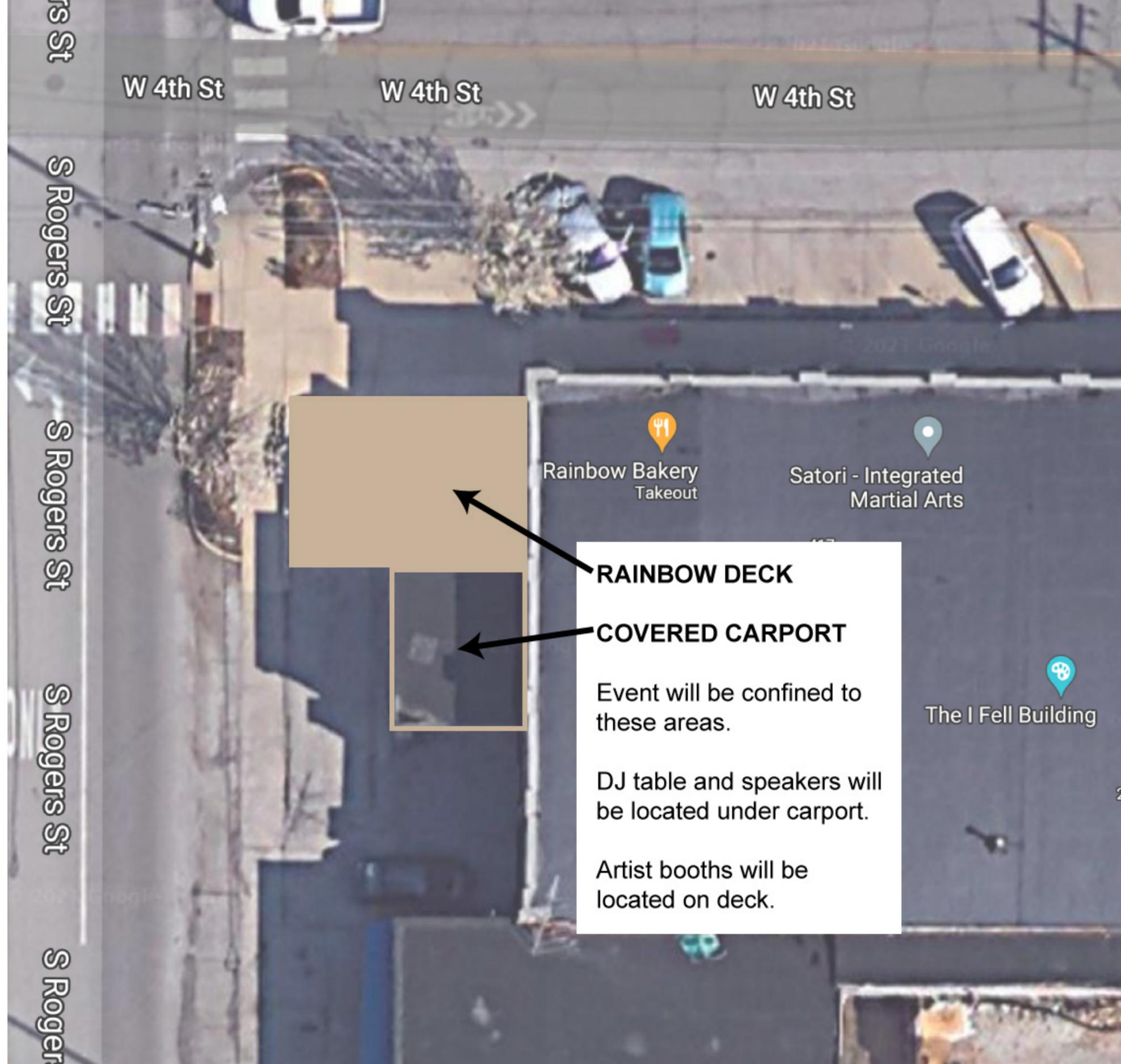
# RAINBOW BAKERY FIRST FRIDAY

Friday, June 4, 2021 | 5–9PM

Pop-up Art Market with  
RebloomedDesign & Friends

A small collection of artists displaying their work on the Rainbow Bakery deck on the corner of 4th & Rogers, with ambient, intermittent music from a live DJ. Music is meant as background (no performance, dancing, etc).

Part of Gallery Walk.



**RAINBOW DECK**

**COVERED CARPORT**

Event will be confined to these areas.

DJ table and speakers will be located under carport.

Artist booths will be located on deck.



## Board of Public Works Staff Report

---

**Project/Event:** Mobile Vendor in Right of Way – Resolution 2021-17  
**Petitioner/Representative:** David White, Owner of Great White Smoke BBQ Company LLC  
**Staff Representative:** Marnina Patrick  
**Meeting Date:** May 25, 2021

---

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

The business will operate from a food truck selling barbecue.

This application is for six months: from May 25, 2021, until November 25, 2021.

---

Staff is supportive of the request.

Marnina Patrick



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

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

### 2. Applicant Information

Name:	David White for Great White Smoke BBQ Co.	
Title/Position:	Founder	
Date of Birth:	2/6/1981	
Address:	8503 E. McVille Road	
City, State, Zip:	Salsberry IN 47459	
E-Mail Address:	greatwhitesmoke11c@gmail.com	
Phone Number:	Mobile Phone:	812-929-8959

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

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

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

#### 4. Company Information

Name of Employer:	Great White Smoke BBQ Company LLC			
Address of Employer:	8503 East McVilke road			
City, State, Zip:	Solsberry, IN 47459			
Employment Start Date:	5/12/2021	End Date (If known):		
Phone Number:	812-929-8959			
Website / Email:	www.gwsbbq.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
David White	8503 E. McVilke road Solsberry IN 47459

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

Date of incorporation or organization:	5/12/2021
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:	11:00 am till 9:00 pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food Truck Friday and then locations outside of Bloomington city limits.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <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"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

**For City Of Bloomington Use Only**

Received in ESID

Date Received: <b>MAY 17 2021</b>	Received By: <i>Marnie P.</i>	Date Approved: 05/21/2021	Approved By: Larry A.
--------------------------------------	----------------------------------	------------------------------	--------------------------



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

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 4	ISSUE DATE 05/02/21	PUR DATE 11/15/16	COUNTY GREENE	TP R	PL YR 2020	PLATE TR834ZFM	PL TP GP	WEIGHT 3	PR YR 19	LS N	TYPE GP	PRIOR YR PL TR834ZFM
EXPIRATION DATE 12/07/21		MUNICIPALITY NONE			VEHICLE YEAR 1980	MAKE COL	MODEL 1 A	VEHICLE IDENTIFICATION NUMBER CLN113EL5701175			TYPE TR	COLOR WHI	
CURRENT YEAR TAX	VEH EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/EX TAX 10.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 16.35	ADMIN FEE 15.00	TOTAL 49.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3,000													



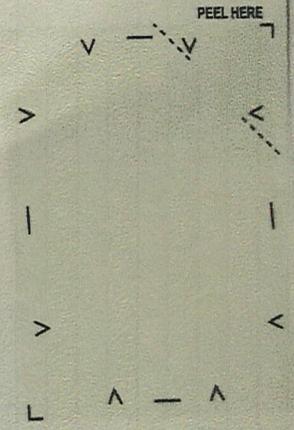
MICHAEL L WHITE  
8503 E MCVILLE RD  
SOLSBERRY IN 47459-7132

Legal Address  
8503 E MCVILLE RD  
SOLSBERRY INDIANA 47459-7132



### INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line



5. Next, lift up corner of decal where card is creased.
6. Decal is fragile, peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



# STATE OF INDIANA

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Eric J. Holcomb, Governor

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

## Certification of Driver's Record

For: DAVID MICHAEL WHITE  
DOB: 02/06/1981  
STATUS: VALID as of 05/16/2021  
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 16th of May, 2021.

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Rebekah Erwin, Director of Driver Records





# STATE OF INDIANA

## BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

### Indiana Official Driver Record

As of 05/16/2021 5:42 pm

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

DAVID MICHAEL WHITE  
8503 E MCVILLE RD  
SOLSBERRY, IN 47459-7132

License number: 0130-45-1131  
License type: OPERATOR  
License expires: 02/06/2027  
License status: VALID  
SR22: Not needed

Birth date: 02/06/1981      Gender: MALE

Current points: 0  
Social Security #:

**Physical Description:** Height: 5'8"    Weight: 230lbs    Hair color: BROWN    Eye color: BROWN    Donor: T

**Endorsements:**    None

**Pending Endorsements:**    None

**Restrictions:**    None

**Pending Restrictions:**    None

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

-- (\*\* indicates closed/expired active suspensions stayed pursuant to specialized driving privileges)

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
20	Suspension	FAIL TO FILE FIN RESP-SR22	09/20/2018	04/22/2020	04/10/2018	26	
19	Suspension	FAIL TO FILE FIN RESP-SR22	02/06/2018	03/21/2018	01/31/2018	26	
18	Suspension	FAILURE TO PAY CASE 28D011610IF002225 GREENE SUPERIOR Phone: (812) 384-3492 Offense: DRIVING WHILE SUSPENDED	01/19/2017	05/10/2017	01/19/2017	25	
17	Suspension	FAILURE TO FILE INSURANCE - BUREAU CASE 28D01PENDING GREENE SUPERIOR OFFENSE DATE: 10/11/2016 VEHICLE: N/A	01/22/2017	04/22/2017	12/13/2016	25	

16	Suspension	FAILURE TO APPEAR CASE 53C021605IF001711 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: NON-POINTABLE VIOLATION	07/07/2016	05/10/2017	07/07/2016	23
15	Suspension	FAILURE TO APPEAR CASE 53C030808IF10760 MONROE CIRCUIT #3 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	01/23/2009	02/26/2009	01/12/2009	14
14	Suspension	FAILURE TO PAY CASE 53C050801IF00557 MONROE CIRCUIT #5 Phone: (812) 349-2602 Offense: SPEEDING	07/01/2008	02/19/2009	06/18/2008	13
13	Suspension	FAILURE TO FILE INSURANCE - BUREAU CASE 53C05PENDING MONROE CIRCUIT #5 OFFENSE DATE: 12/29/2007 VEHICLE: 2001 NISSAN	07/27/2008	10/25/2008	06/18/2008	13
11	Suspension	FAILURE TO APPEAR CASE 53C060306IF05163 MONROE CIRCUIT #6 Phone: (812) 349-2614 Offense: DRIVING WHILE SUSPENDED	10/23/2003	11/14/2003	10/10/2003	07
10	Suspension	REPEAT INSURANCE VIOLATION	07/23/2003	07/22/2004	07/24/2003	08
9	Suspension	FAILURE TO FILE INSURANCE - BUREAU OFFENSE DATE: 11/01/2001 VEHICLE: N/A	07/23/2003	10/21/2003	06/13/2003	08
8	Suspension	FAILURE TO FILE INSURANCE - BUREAU OFFENSE DATE: 01/18/2002 VEHICLE: N/A	07/23/2003	10/21/2003	06/13/2003	08
7	Suspension	FAILURE TO APPEAR CASE 53C020202IF02230 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: NON-POINTABLE VIOLATION	08/01/2002	06/09/2003	07/19/2002	05
6	Suspension	FAILURE TO APPEAR CASE 41H010201IF657 FRANKLIN CITY Phone: (317) 736-3619 Offense: SPEEDING	06/27/2002	06/09/2003	06/14/2002	05
5	Suspension	FAILURE TO APPEAR CASE 41H010201IF657 FRANKLIN CITY Phone: (317) 736-3619 Offense: NON-POINTABLE VIOLATION	06/27/2002	06/09/2003	06/14/2002	05
4	Suspension	FAILURE TO APPEAR CASE 53C050111IF17295 MONROE CIRCUIT #5	04/17/2002	06/09/2003	04/04/2002	05

Driver number: 0130-45-1131 DAVID MICHAEL WHITE

DOB: 02/06/1981

Phone: (812) 349-2602

Offense: SPEEDING

3 Suspension FAILURE TO FILE INSURANCE - COURT 05/01/1998 07/29/1998 05/15/1998 04

**Pending Suspension Information**

No Pending Suspensions were found.

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

No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

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

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
12/09/2016	8	DRIVING WHILE SUSPENDED	10/11/2016	GREENE SUPERIOR / 28D011610IF002225	17		No	No
12/09/2016	0	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	10/11/2016	GREENE SUPERIOR / 28D01BMV DETER	17		No	No
05/10/2017	0	NON-POINTABLE VIOLATION	05/05/2016	MONROE CIRCUIT #2 / 53C021605IF001711			No	No
02/16/2010	0	NON-POINTABLE VIOLATION	12/11/2009	MONROE CIRCUIT #9 / 53C090912IF17138			No	No
09/10/2009	0	SEAT BELT VIOLATION	08/10/2009	MONROE CIRCUIT #9 / 53C090908IF10771			No	No
02/26/2009	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	07/18/2008	MONROE CIRCUIT #3 / 53C030808IF10760			No	No
06/17/2008	2	SPEEDING 65/55	12/29/2007	MONROE CIRCUIT #5 / 53C050801IF00557	13		No	No

Driver number: 0130-45-1131 DAVID MICHAEL WHITE

DOB: 02/06/1981

06/17/2008	2	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	12/29/2007	MONROE CIRCUIT #5 / 53C05BMV DETER	13	No	No
06/28/2007	0	NON-POINTABLE VIOLATION	05/25/2007	MONROE CIRCUIT #5 / 53C050706IF10654		No	No
11/13/2003	0	SEAT BELT VIOLATION	06/25/2003	MONROE CIRCUIT #1 / 53C010307IF06082		No	No
11/13/2003	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	05/30/2003	MONROE CIRCUIT #6 / 53C060306IF05163		No	No
06/09/2003	0	NON-POINTABLE VIOLATION	02/04/2002	MONROE CIRCUIT #2 / 53C020202IF02230		No	No
06/09/2003	0	NON-POINTABLE VIOLATION	01/18/2002	FRANKLIN CITY / 41H010201IF657		No	No
06/09/2003	8	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	01/18/2002	FRANKLIN CITY / 41H01BMV DETER	8	No	No
06/09/2003	2	SPEEDING	01/18/2002	FRANKLIN CITY / 41H010201IF657		No	No
06/09/2003	8	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	11/01/2001	MONROE CIRCUIT #5 / 53C05BMV DETER	9	No	No
06/09/2003	2	SPEEDING 65/55	11/01/2001	MONROE CIRCUIT #5 / 53C050111IF17295		No	No
05/01/1998	0	OPERATING VEHICLE WITHOUT FINANCIAL RESPONSIBILITY	09/08/1997	GREENE SUPERIOR / 28D019710IF1866	3	No	No

## Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
26	08/10/2017	8503 E MCVILLE RD	SOLSBERRY	IN	47459-7132
25	07/11/2016	6924 N PATTERSON RD	SOLSBERRY	IN	47459-7262
23	09/01/2015	3717 E 3RD ST	BLOOMINGTON	IN	47401-5501
22	03/03/2015	3717 EAST 3RD STREET	BLOOMINGTON	IN	47401-9019
21	09/03/2013	9048 S POINTE RIDGE LN	BLOOMINGTON	IN	47401-9019
20	02/05/2013	3821 E MCCRACKEN WAY APT 8	BLOOMINGTON	IN	47408-2756
19	01/10/2012	6924 N PATTERSON RD	SOLSBERRY	IN	47459-7262
17	02/05/2011	11570 E STATE ROAD 445	BLOOMFIELD	IN	47424-6084
15	10/13/2010	9121 S POINTE RIDGE LN APT 28	BLOOMINGTON	IN	47401-9020
14	01/03/2009	RR 4 BOX 534	BLOOMFIELD	IN	47424-9508
13	01/22/2008	3213 S WALNUT STREET PIKE	BLOOMINGTON	IN	47401-8928
12	09/07/2006	RR 2 BOX 246C	SOLSBERRY	IN	47459-9435
11	08/24/2006	3213 S WALNUT STREET PIKE	BLOOMINGTON	IN	47401-8928
10	11/06/2004	819 W GRAHAM DR	BLOOMINGTON	IN	47403
8	06/09/2003	RR 2 BOX 246 C	SOLSBERRY	IN	47459
7	06/09/2003	RR 2 BOX 246 C	SOLSBERRY	IN	47459
6	02/06/2002	798 LAKE NORA S CT APT D	INDIANAPOLIS	IN	46240
5	02/06/2002	798 LAKE NORA S CT APT D	INDIANAPOLIS	IN	46240
4	03/10/1997	RR 2 BOX 246-C	SOLSBERRY	IN	47459
3	03/04/1997	RR 2 BOX 246-C	SOLSBERRY	IN	47459
2	03/29/1999	RR 2 BOX 246-C	SOLSBERRY	IN	47459
1	09/21/1995	RR 2 BOX 246C	SOLSBERRY	IN	47459

## Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
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Driver number: 0130-45-1131 DAVID MICHAEL WHITE

DOB: 02/06/1981

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26	08/10/2017	8503 E MCVILLE RD	SOLSBERRY	IN	47459-7132
24	07/11/2016	3717 E 3RD ST	BLOOMINGTON	IN	47401-5501
23	09/01/2015	3717 E 3RD ST	BLOOMINGTON	IN	47401-5501
21	09/03/2013	9048 S POINTE RIDGE LN	BLOOMINGTON	IN	47401-9019
20	02/05/2013	3821 E MCCRACKEN WAY APT 8	BLOOMINGTON	IN	47408-2756
18	01/10/2012	9121 S POINTE RIDGE LN APT 28	BLOOMINGTON	IN	47401-9020
16	02/05/2011	9121 S POINTE RIDGE LN APT 28	BLOOMINGTON	IN	47401-9020
15	10/13/2010	9121 S POINTE RIDGE LN APT 28	BLOOMINGTON	IN	47401-9020
14	01/03/2009	RR 4 BOX 534	BLOOMFIELD	IN	47424-9508
13	01/22/2008	3213 S WALNUT STREET PIKE	BLOOMINGTON	IN	47401-8928
12	09/07/2006	RR 2 BOX 246C	SOLSBERRY	IN	47459-9435
11	08/24/2006	3213 S WALNUT STREET PIKE	BLOOMINGTON	IN	47401-8928
9	11/06/2004	819 W GRAHAM DR	BLOOMINGTON	IN	47403

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**Credential Issuance**

Interim Credential Issue Date: 7/29/2020, Expiration Date: 8/28/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16610467

Issue Date: 07/29/2020, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2027

Interim Credential Issue Date: 4/12/2019, Expiration Date: 5/12/2019, Reason: RENEWAL ID W/O CARD, IN-STATE, Control #: 14420128

Issue Date: 04/12/2019, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 07/29/2020

Interim Credential Issue Date: 3/21/2018, Expiration Date: 4/20/2018, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 11982450

Issue Date: 03/21/2018, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2019

Interim Credential Issue Date: 9/1/2015, Expiration Date: 10/1/2015, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 7812117

Issue Date: 09/01/2015, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2019

Interim Credential Issue Date: 9/3/2013, Expiration Date: 10/3/2013, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 5109259

Issue Date: 09/03/2013, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2019

Interim Credential Issue Date: 2/5/2013, Expiration Date: 3/7/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4201553

Issue Date: 02/05/2013, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2019

Interim Credential Issue Date: 10/13/2010, Expiration Date: 11/12/2010, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 1001687

Issue Date: 10/13/2010, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2013

Issue Date: 03/10/2009, Duplicate License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2013

Issue Date: 01/03/2009, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 03/10/2009

Issue Date: 08/24/2006, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2013

Issue Date: 02/06/2002, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2006

Issue Date: 03/10/1997, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2002

Issue Date: 11/06/2004, Duplicate License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2006

Issue Date: 06/09/2003, Duplicate License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2006

Issue Date: 03/29/1999, Duplicate License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 02/06/2002

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Issue Date: 03/04/1997, Renew Driver's Ed Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: None,  
Expiration Date: 03/31/1998

Issue Date: 05/15/1996, Renew Driver's Ed Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: None,  
Expiration Date: 05/31/1997

Issue Date: 03/19/2004, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date:  
03/31/2008

Issue Date: 02/02/1999, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date:  
02/28/2003

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**Remarks**

Remark Date:03/10/2009 ID Card voluntarily surrendered on: 3/10/2009 3:36:09 PM

Remark Date:12/19/2008 Driver Safety Program (DSP) completed on 12/18/2008 12:00:00 AM for 4 points

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

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Solsberry Auto  
INSPECTOR'S NAME Bernard Jones INSPECTOR'S PHONE # 812-369-7517  
DATE OF INSPECTION 5-13-27  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 1980 MAKE coleman MODEL 1A  
VIN C1N113E15701175

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

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

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





**SHELTER INSURANCE COMPANIES**

GENERAL LIABILITY  
EVIDENCE OF INSURANCE  
AS OF 05/18/2021

NAME AND ADDRESS OF NAMED INSURED:  
GREAT WHITE SMOKE BBQ COMPANY  
LLC  
8503 E MCVILLE RD  
SOLSBERRY, IN 47459-7132

AGENT:  
CHARLES GORDON  
109 W WALNUT ST  
CORYDON, IN 47112-1528  
(812) 738-2194  
AGENT NUMBER 13-F492-53

**Policy Number: 13-31-10770257-1**

**Effective Date: 05/18/2021, 8:55 AM Central Time**

**Expiration Date: 05/18/2022, 12:01 AM Central Time**

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 8503 E MCVILLE RD SOLSBERRY IN 47459  
BUSINESS OF THE NAMED INSURED IS: BBQ VENDING/CATERING  
THE NAMED INSURED IS: CORPORATION  
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance

General Aggregate (Other Than Product - Completed Operations)	\$	1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Rented To You Limit	\$	100,000
Medical Expense Limit (Any One Person)	\$	10,000
Premium	\$	190.00

Coverage Form and Description of Hazards

Code	Key	Description	Premium Basis	Premium
<b>8503 E MCVILLE RD SOLSBERRY IN 47459 (COUNTY 055)</b>				
Premises and Operations				
11039	3	CATERERS	40000	57.00
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	82.00
Products and Completed Operations				
11039	3	CATERERS	40000	3.00
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	4.00

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit

CG 00 01 04 13		Commercial General Liability Coverage Form
CG 20 03 12 19	CITY OF BLOOMINGTON	Additional Insured - Concessionaires Trading Under Your Name
G-146-G		Pollution Liability Coverage
CG 24 07 01 96	RESTAURANTS - WITH NO SALE OF	Products/completed Operations Hazard Redefined

TERM 12 MONTHS  
ZONE CODE 506

ADDITIONAL INSURED  
CITY OF BLOOMINGTON

AGENT \_\_\_\_\_  
13-F492-53

Customer name: MICHAEL L WHITE  
 Address: 8503 E MCVILLE RD  
 SOLSBERRY,IN  
 47459-7132  
 Policy: 426 6282-C30-14G  
 Status: PAID ON SFPP

Company: SF Mutual  
 Servicing Agent: KELLY TUCKER  
 Eff date: 03-30-2021 to 09-30-2021 (Vehicle that  
 Description: 2011 CHEVROLET K1500 (Vehicle that  
 PICKUP (Vehicle that  
 VIN: 3GCPKSE3XBG320464  
 SFPP #: 1173728118

## Coverage Details

The premium amounts shown reflect a six-month policy term.

Code	Description	Amount
A	Liability Coverage	192.37
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
	Property Damage Limit	
	Each Accident	
	\$50,000	
C	Medical Payments Coverage	29.12
	Limit - Each Person	
	\$10,000	
D	Comprehensive Coverage	127.24
G	Collision Coverage - \$500 Deductible	173.45
H	Emergency Road Service Coverage	3.89
R1	Car Rental and Travel Expenses Coverage	22.56
	Limit - Car Rental Expense	
	Each Day, Each Loss	
	\$50 \$1,200	
U1	Uninsured Motor Vehicle Coverage	6.68

	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
	Property Damage Limit	
	Each Accident	
	\$25,000	
W	Underinsured Motor Vehicle Coverage	3.45
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
Additional	Use of Non-Owned Car Coverage	
	BIPD Liability	5.00
	Medical Payments	2.00
	Physical Damage	24.00
		Total:589.76

## Vehicle Details

Year: 2011  
 Make: CHEVROLET  
 Model: K1500  
 Body Style: PICKUP  
 VIN: 3GCPKSE3XBG320464

MSRP base: 0.00  
 MSRP additional equip: 0.00

## Vehicle Usage

Annual miles: 8,000  
 Use of vehicle: PLSR/WK/SCH

## Odometer Information

Odometer reading: 69,687  
 Odometer date: 03-2017

## **Additional Interests**

### **Lienholders**

Code: 28028  
INDIANA UNIVERSITY FEDERAL  
CREDIT UNION  
PO BOX 368  
BLOOMINGTON IN 47402-0368

### **Additional Insured/Lessors**

NONE

### **Insurance Certificates**

NONE

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy. State Farm Mutual Automobile Insurance Company, Bloomington, Illinois

**John Hamilton**  
**Mayor**  
CITY OF BLOOMINGTON

401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418  
f. 812.349.3520

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

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

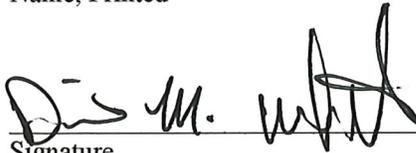
1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected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

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

David M. White

Name, Printed

Great White Smoke

  
Signature

5/12/2021  
Date Release Signed

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

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

**Vendor:**

Name: David M. White Great White Smoke

Signature: David M. White

Date: 5/12/2021

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

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

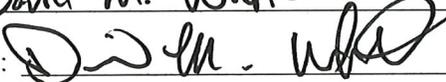
**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name:

David M. White Great White Smoke

Signature:



Date:

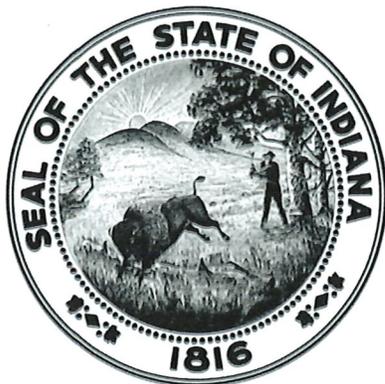
5/12/2021

State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
**GREAT WHITE SMOKE BBQ COMPANY LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective  
Wednesday, May 12, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 12, 2021.

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN  
SECRETARY OF STATE

202105121489604 / 9011536

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

Date of this notice: 05-12-2021

Employer Identification Number:  
86-3807724

Form: SS-4

Number of this notice: CP 575 G

GREAT WHITE SMOKE BBQ COMPANY  
DAVID WHITE SOLE MBR  
8503 EAST MCVILLE ROAD  
SOLSBERRY, IN 47459

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

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

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3807724. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GREA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

**City of Bloomington  
Fire Department**

**Mayor John Hamilton  
Fire Chief Jason Moore**

**300 E 4th St  
Bloomington IN 47402**

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

**Temporary Food Vendor**

**Date:** 05/21/2021

**Business Name:** Great White Smoke

**Address:** 9038 E Persimmon RD  
Food Cart  
Bloomington, IN 47402

**Phone:**  
CELL 812-322-5738

**The following permit has been issued:**

**Permit No.** 000198

**Type:** FOOD Temporary Vender/Cooking

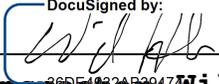
**Issued Date:** 05/21/2021

**Effective Date:** 05/21/2021

**Expiration Date:** 10/22/2021

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

DocuSigned by:



5/21/2021

**Inspector: William Abram**

**Date**



Great White Smoke  
Bloomington, IN  
812-272-3146



# Mobile Food Service Establishment License

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



GREAT WHITE SMOKE MOBILE #1  
DAVE WHITE  
COMMISSARY @ SUGAR CREEK BBQ  
NASHVILLE, IN 47448

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.*

MAY 11 2021

Issued \_\_\_\_\_

By \_\_\_\_\_

*Thomas W. Maynard*

**PERMIT EXPIRES FEBRUARY 28, 2022**

**This License Is Not Transferable to Any Other Individual or Location**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2021-17**

**Mobile Vendor in Public Right of Way  
Great White Smoke BBQ Company, LLC**

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

WHEREAS, Great White Smoke BBQ Company LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for six months, beginning on May 25, 2021, and ending on November 25, 2021.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

**RESOLUTION 2021-17**

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

**ADOPTED THIS 25th DAY OF May, 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 **2021-17** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
David White, Owner  
Great White Smoke BBQ Company LLC

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



## Board of Public Works Staff Report

**Project/Event:** Seal Coating and Striping of City Parking Lot leased to CFC

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

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

**Meeting Date:** May 25, 2021

This contract is for seal coating and striping of the City Parking lot leased to CFC, west side of the Shower's building. Quotes were solicited from three sources. One of the vendors did not respond to messages left. Two responded and quoted the project.

Quotes are as follows:

Bloomington Seal Coating - \$4,600.00

Groomer Construction - \$4,992.00

Double R Asphalt and Sealcoating – Non Responsive

Bloomington Seal Coating was the lower responsive and responsible quoter.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly slanted style.

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Bloomington Seal Coating and Paving, LLC.

Contract Amount: \$4,600.00

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: 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:

3 quotes were solicited. 2 vendors were responsive. Bloomington Seal Coating was the lower responsive and responsible quoter.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**BLOOMINGTON SEAL COATING & PAVING, INC.**  
**FOR**  
**SEAL COATING AND STRIPING OF CITY OWNED PARKING LOT LEASED BY CFC**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Bloomington Seal Coating & Paving, Inc. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Seal Coating and Striping of City Owned Parking Lot Leased by CFC**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Four Thousand, Six Hundred Dollars (\$4,600)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

**4.01** **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04 Withholding Funds for Completion of Contract If**, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

### **5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**5.05 Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

**5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06 Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status.

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

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

Breach of this covenant may be regarded as a material breach of the Agreement.

**5.08.02** CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

**5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:**

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02 OR EQUAL:** Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

**5.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**5.12 Performance Bond and Payment Bond**

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13 Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Bloomington Seal Coating and Paving, INC.
Attn: J. D. Boruff, Facilities Director	Attn: Francis Mateo
P.O. Box 100 Suite 120	1235 W. Old Capitol Pike
Bloomington, Indiana 47402	Bloomington, IN 47403

**5.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

**5.17.03** Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

**5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18 Verification of Employees' Immigration Status**

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

**5.19 Non-Collusion**

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Bloomington Seal Coating & Paving, Inc.

BY:

BY:

\_\_\_\_\_  
Dana Palazzo, President

\_\_\_\_\_  
Francis Mateo, Authorized Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

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

\_\_\_\_\_  
Kyla Cox Deckard, Member

\_\_\_\_\_  
Title of Contractor Representative

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

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

Repaving and Striping of City Owned Parking Lot Leased by CFC

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

- Cleaning debris off parking lot
- Routing and filling all main cracks with a Duraflex hot pour
- Applying one heavy coat of sealer, by hand
- Applying lay out and re-stripe all parking markings

**ATTACHMENT 'B'**

**Trench Safety Affidavit**

Not Required for this Project

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-VERIFY AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
a. (job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.
- 5.

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

My Commission #: \_\_\_\_\_

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

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

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

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

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

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

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

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

My Commission #: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Supplement #1 to Service Agreement with B&L Sheet Metal and Roofing, for Roofing, Guttering, Door, Window, and Wall Repair, and Sealing Services

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

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

**Meeting Date:** May 25, 2021

This supplement provides for the increase of the not to exceed amount of the agreement with B&L Sheet Metal, by \$10,000.00. This Supplement #1 increases the not to exceed amount of the Agreement to \$35,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and B & L Sheet Metal and Roofing ("Contractor").

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Repair of shingled, metal, and membrane roofs. Waterproofing and sealing of doors, windows, and various types of walls. Repair of guttering and downspouts. These services will be performed at City facilities ("Services") for a set price of Eighty-Five Dollars (\$85.00) per person, per hour Monday-Friday 7:00 am – 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Ten Dollars (\$110.00) per person, per hour. It is understood that the Contractor will send a minimum of two (2) employees for all roofing service work. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31<sup>st</sup>, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission.

The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** B & L Sheet Metal and Roofing, 1301 N. Monroe St., Bloomington Indiana 47404.

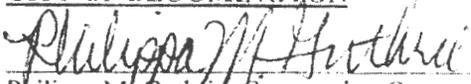
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

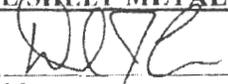
**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making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

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

CITY OF BLOOMINGTON

  
Philippa M. Guthrie, Corporation Counsel

B & L SHEET METAL AND ROOFING

  
David Lee, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

  
Adam Wilson, Director

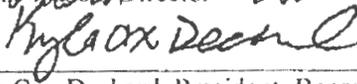
  
Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A  
E-VERIFY AFFIDAVIT

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

AFFIDAVIT

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

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

Signature

David J. Lee  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared David J. Lee and acknowledged the execution of the foregoing this 29 day of October, 2020.

Melanee G Stewart  
Notary Public's Signature

My Commission Expires: 3/26/2021

Melanee G Stewart  
Printed Name of Notary Public

County of Residence: Monroe

My Commission #: 643197

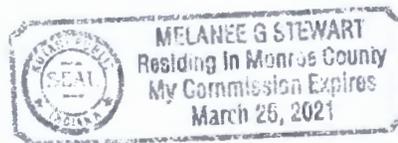


EXHIBIT B

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

NON-COLLUSION AFFIDAVIT

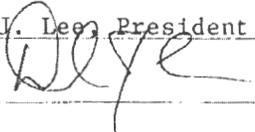
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered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

OATH AND AFFIRMATION

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

Dated this 29 day of October, 2020.

B & L Sheet Metal

By: David J. Lee, President  


STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared David J. Lee and acknowledged the execution of the foregoing this 29 day of October, 2020.

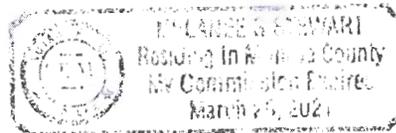
  
Notary Public's Signature

My Commission Expires: 3/26/2021

Melanee G. Stewart  
Printed Name of Notary Public

County of Residence: Monroe

My Commission #: 643197



# 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

**SUPPLEMENT #1 TO 2021 SERVICE AGREEMENT**

**Between the**

**CITY OF BLOOMINGTON**

**And**

**B&L SHEET METAL & ROOFING**

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

1. On October 27, 2020, the Board of Public Works approved the 2021 Services Agreement with B&L Sheet Metal and Roofing
2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$25,000.00. This NTE amount did not include sufficient funds for additional services that Contractor is able to provide in 2021. This Supplement #1 adds \$10,000 in compensation, for a revised NTE cost of \$35,000.00 for this 2021 Service Agreement.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

**B&L SHEET METAL & ROOFING**

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

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

Dana Palazzo, President  
Board of Public Works

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

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

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

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

Adam Wason, Director  
Public Works Department

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

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

John Hamilton, Mayor

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



## Board of Public Works Staff Report

**Project/Event:** Supplement #1 to Service Agreement with AMC  
Construction for Concrete Repair Services

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

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

**Meeting Date:** May 25, 2021

This supplement provides for the increase of the not to exceed amount of the agreement with AMC Construction by \$10,000.00. This Supplement #1 increases the not to exceed amount of the Agreement to \$20,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
AMC CONSTRUCTION, LLC**

This Agreement, entered into on this 19<sup>th</sup> day of January, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and AMC Construction, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform concrete repair services. Labor for these services shall be provided Monday through Friday at the rate of Eighteen Dollars (\$18.00) per hour for a Concrete Finisher and Fifteen Dollars per hour for a laborer. Labor rates on Saturday and Sunday shall be Twenty-Seven Dollars (\$27.00) per hour for a Concrete Finisher and Twenty-Two Dollars and Fifty Cents (\$22.50) for a Laborer. Equipment shall be provided at the rate of Eighty-Three Dollars (\$83.00) per day for a demolition saw, Two Hundred Eighty Dollars (\$280.00) per day for an air compressor and Pneumatic Jack Hammer, and Eighty Dollars per day for a motorized compactor. Spoils shall be disposed of by the contractor at the rate of One Hundred Dollars (\$100.00) per truck load. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed **Ten Thousand Dollars (\$10,000.00)**. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** AMC Construction, LLC, Attn: Adrian Thomas, P.O. Box 3, Ellettsville, Indiana 47429.

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

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

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

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

**CITY OF BLOOMINGTON**

---

Philippa M. Guthrie, Corporation Counsel

**AMC Construction, LLC**

---

Adrian Thomas, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

---

Adam Wason, Director

---

Dana Palazzo, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**AMC Construction, LLC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

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

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

My Commission #: \_\_\_\_\_

# City of Bloomington Contract and Purchase Justification Form

Vendor: AMC Construction

Contract Amount: \$20,000

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement. We did not bid out this project. This Supp #1 increases the NTE from \$10,000 to \$20,000.		
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:

We are using a service agreement with this vendor and will use them every year until 2024.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**SUPPLEMENT #1 TO 2021 SERVICE AGREEMENT**

**Between the  
CITY OF BLOOMINGTON  
And  
AMC CONSTRUCTION**

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

1. On January 19, 2021, the Board of Public Works approved the 2021 Services Agreement with AMC Construction.
2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$10,000.00. This NTE amount did not include sufficient funds for additional services that Contractor is able to provide in 2021. This Supplement #1 adds \$10,000 in compensation, for a revised NTE cost of \$20,000.00 for this 2021 Service Agreement.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

**AMC CONSTRUCTION**

By: \_\_\_\_\_  
Dana Palazzo, President  
Board of Public Works

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

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

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

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

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

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

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



## Board of Public Works Staff Report

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**Project/Event:** Addendum #1 to Outdoor Lighting Service Agreements with Duke Energy for intersection of W Howe St and N Rogers St

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Christina Smith

**Meeting Date:** May 25, 2021

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This Addendum #1 is to change the equipment costs and the monthly energy and maintenance costs for a street light installation at the intersection of W. Howe Street and N. Rogers Street. The original agreement was approved by the Board of Public Works on 01.19.2021.

The original agreement's equipment costs were \$2,730.02 and monthly charges were \$4.56. The new agreement's equipment costs are \$7,308.40 and monthly charges are \$7.66. The increase in equipment costs are due to a change from overhead to underground electrical service to power the light. The increase in the monthly charge is due to a maintenance cost increase. The original plan for overhead service was not a viable electrical source because of a City maintained street tree within the public right of way near the installation site.

The City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for the street light will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

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**OUTDOOR LIGHTING SERVICE AGREEMENT**

Agreement Information	Equipment, Energy and Maintenance	BLTILCLM0000019585	12/14/2020
	Agreement Coverage	Agreement Number	Current Date
68003981	39126697	75110	S450 V742
Customer Account Number	Request Number	Corp.	CP Center LOC
<b>OUTDOOR LIGHTING SERVICE AGREEMENT</b>  Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168			
Business Name	CITY OF BLOOMINGTON		This Agreement has an Initial Term selected by Customer.
Service Location or Subdivision	500 ROGERS ST S		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	BLOOMINGTON IN		
Service City, State, Zip code	BLOOMINGTON IN		
Mailing Name	CITY OF BLOOMINGTON		Notes:
Mailing Business Name			
Mailing Address	PO BOX 100		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100		

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021  
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$2,730.02	\$2.85	\$1.71	1	\$4.56	\$4.56	\$4.56
Option B - 1 Year Agreement Initial Term	\$237.91	\$2.85	\$1.71	1	\$242.47	\$242.47	\$4.56
Option C - 3 Year Agreement Initial Term	\$81.51	\$2.85	\$1.71	1	\$86.07	\$86.07	\$4.56
Option D - 5 Year Agreement Initial Term	\$55.30	\$2.85	\$1.71	1	\$59.86	\$59.86	\$4.56
Option E - 7 Year Agreement Initial Term	\$44.36	\$2.85	\$1.71	1	\$48.92	\$48.92	\$4.56
Option F - 10 Year Agreement Initial Term	\$36.43	\$2.85	\$1.71	1	\$40.99	\$40.99	\$4.56

\* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs. The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)  A  DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

<b>Duke Energy Representative</b>	<b>AND</b>	<b>Customer / Representative</b>
Signature _____	Signature	X <u>Philippa M. Guthrie</u>
Printed Name <u>Craig Barker</u>	Printed Name	<u>Philippa M. Guthrie</u>
Date <u>12/14/2020</u>	Date	<u>1-22-21</u>

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

**OUTDOOR LIGHTING SERVICE AGREEMENT**

**WITNESSETH:**

**WHEREAS,** Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

**WHEREAS,** Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

**SECTION I. – EQUIPMENT AND INSTALLATION**

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

**A. LUMINAIRE DETAIL INFORMATION**

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$2.85	\$1.71	1	\$4.56
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	4.56

\*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

**B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES**

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**\*\*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

**C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT\* (existing and new pole installation information)**

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

\* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

**D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT\***

OTHER EQUIPMENT	
Quantity	Other Equipment Style
200	Overhead Conductor 6 Aluminum Duplex
1	Side Mount Bracket - 4 Ft - Wood Pole

**1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)**

*Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*

Customer's Signature X Philippa M. Guthrie Date 1-22-21

## OUTDOOR LIGHTING SERVICE AGREEMENT

### SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
  - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
  - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

### SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

### SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

### SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

### SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

### SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



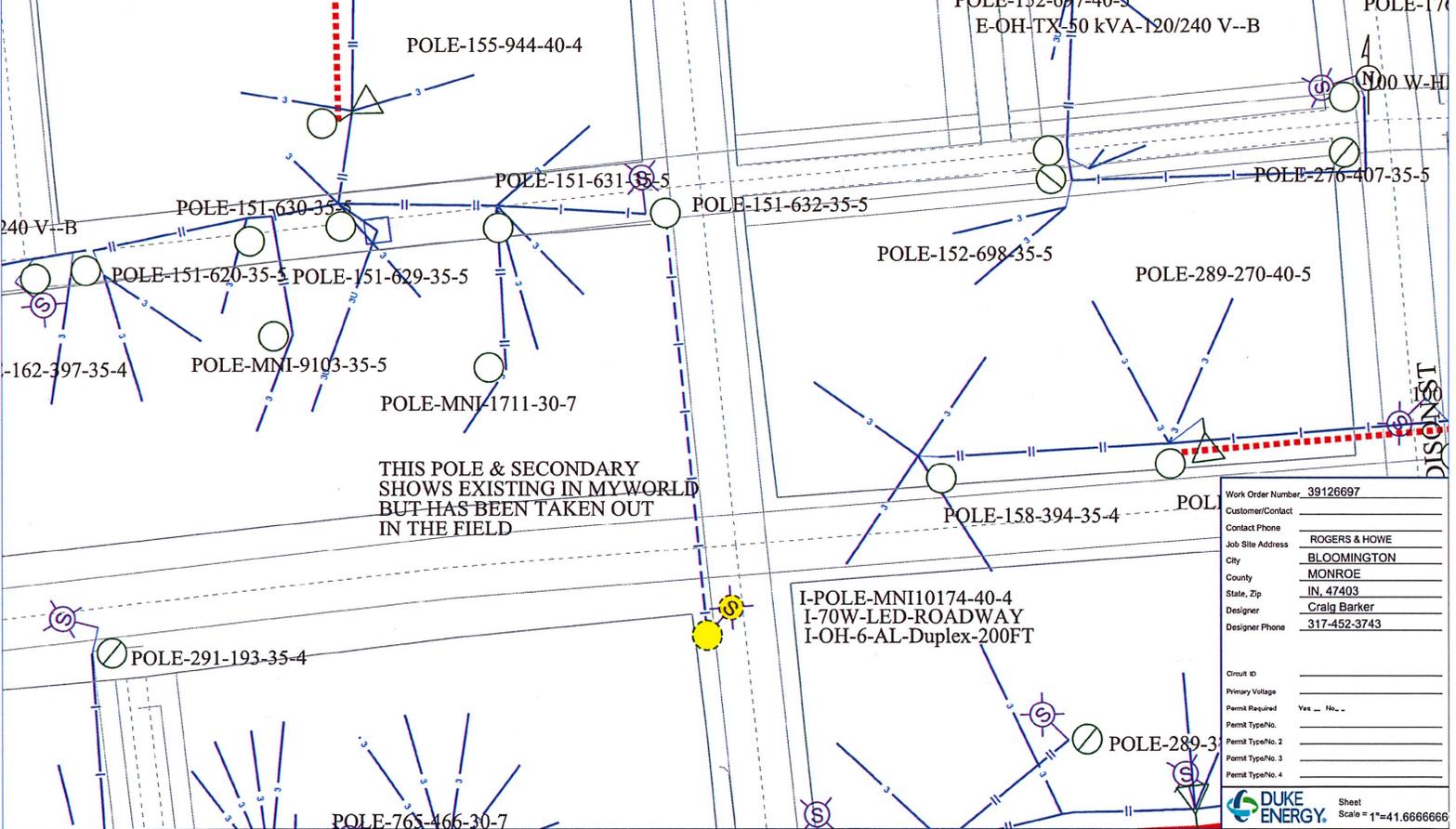
USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:



Safety Reminders / Adverse Conditions  
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Work Zone General Comments: Double click to e

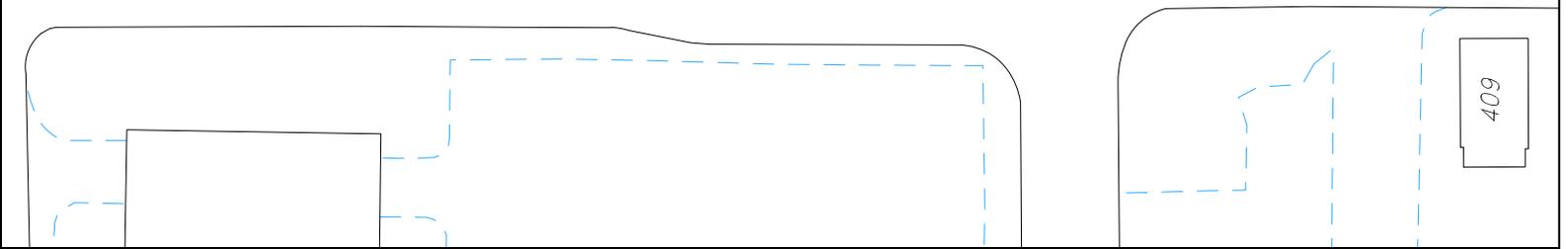
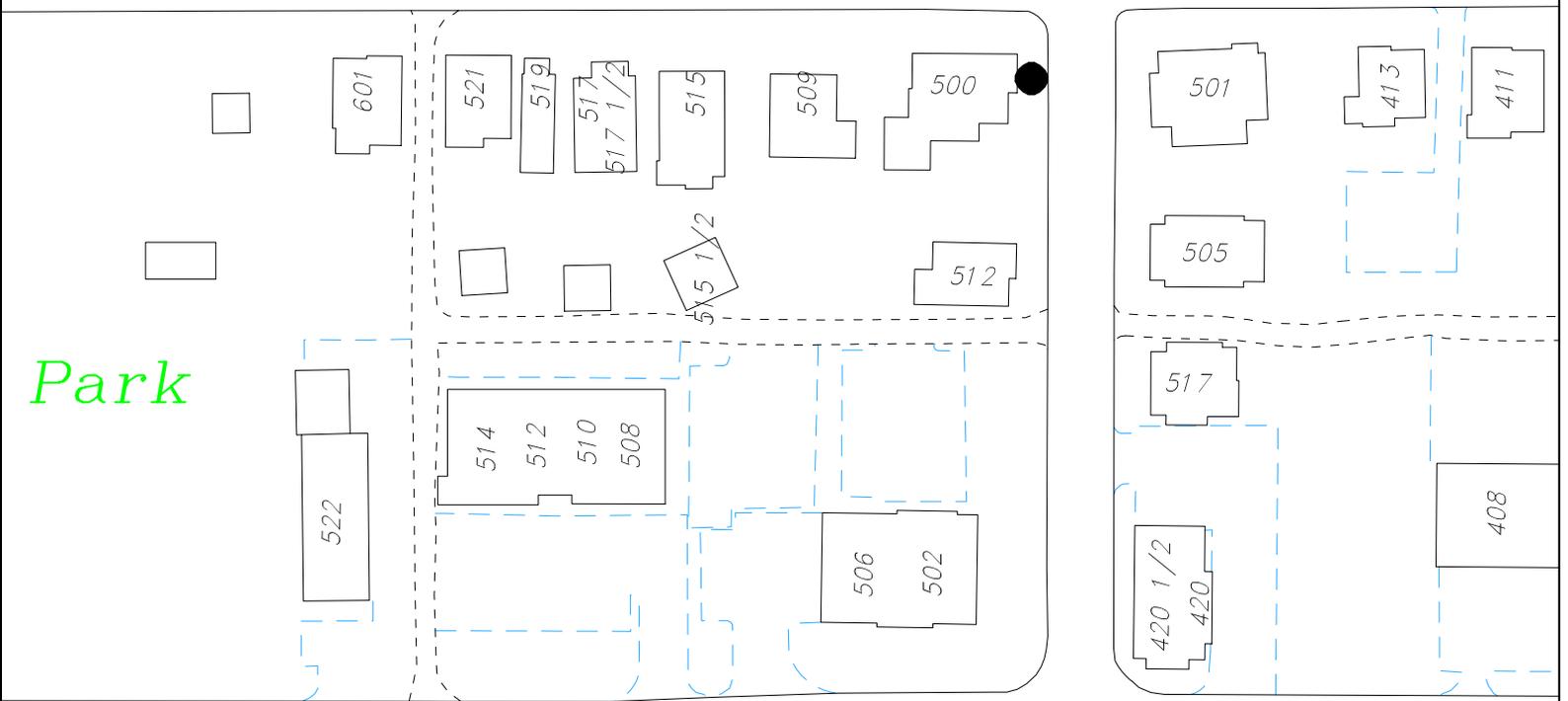
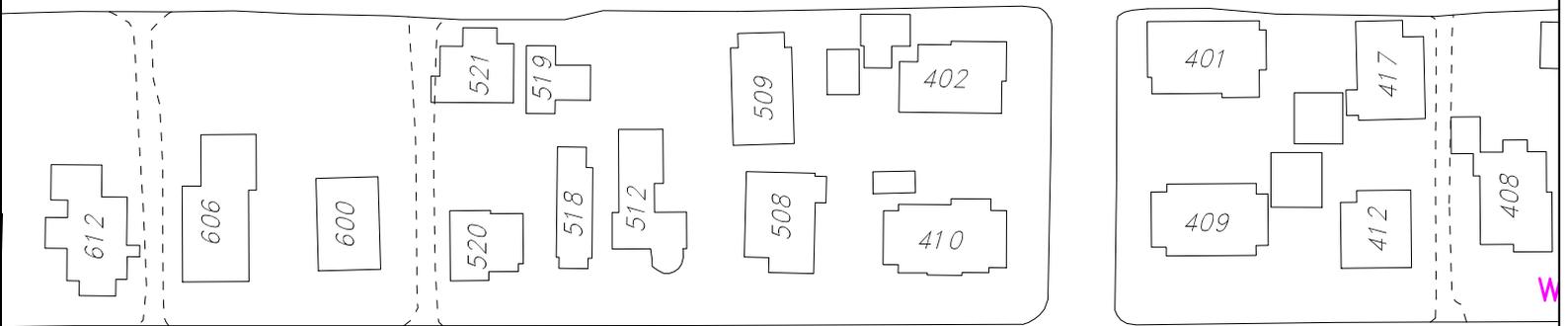
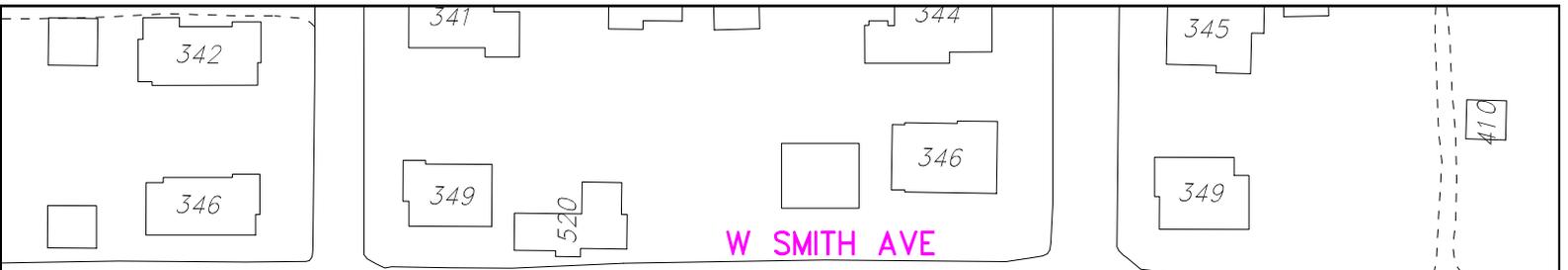
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	39126697
Customer/Contact	
Contact Phone	
Job Site Address	ROGERS & HOWE
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes No
Permit Type No.	
Permit Type No. 2	
Permit Type No. 3	
Permit Type No. 4	



Sheet Scale = 1"=41.6666666



Park

W SMITH AVE

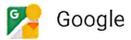
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Google Maps 498 W Howe St



Image capture: Aug 2014 © 2020 Google

Bloomington, Indiana



Street View



## City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$7, 308.40

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

### PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input 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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

Public Works

Print/Type Name

Print/Type Title

Department



**OUTDOOR LIGHTING SERVICE AGREEMENT**

**WITNESSETH:**

**WHEREAS,** Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

**WHEREAS,** Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

**SECTION I. – EQUIPMENT AND INSTALLATION**

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

**A. LUMINAIRE DETAIL INFORMATION**

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$5.95	\$1.71	1	\$7.66
<b>SECTION I - A - TOTALS</b>								<b>*ESTIMATED MONTHLY TOTAL COST</b>	<b>7.66</b>

\*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

**B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES**

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**\*\*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>
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**C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT\* (existing and new pole installation information)**

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

\* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

**D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT\***

OTHER EQUIPMENT	
Quantity	Other Equipment Style
160	UG Conductor 6 Aluminum Duplex
1	Side Mount Bracket - 18 IN - Wood Pole

**1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)**

*Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

## OUTDOOR LIGHTING SERVICE AGREEMENT

### **SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS**

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
  - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
  - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

### **SECTION III – ENERGY USAGE COST CALCULATION - See Page 1**

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated un-metered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both un-metered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

### **SECTION IV – SYSTEM MAINTENANCE**

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

### **SECTION V – PAYMENT**

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

### **SECTION VI – TERM OF AGREEMENT**

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

### **SECTION VI – OTHER TERMS AND CONDITIONS**

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

# OUTDOOR LIGHTING SERVICE AGREEMENT

## EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



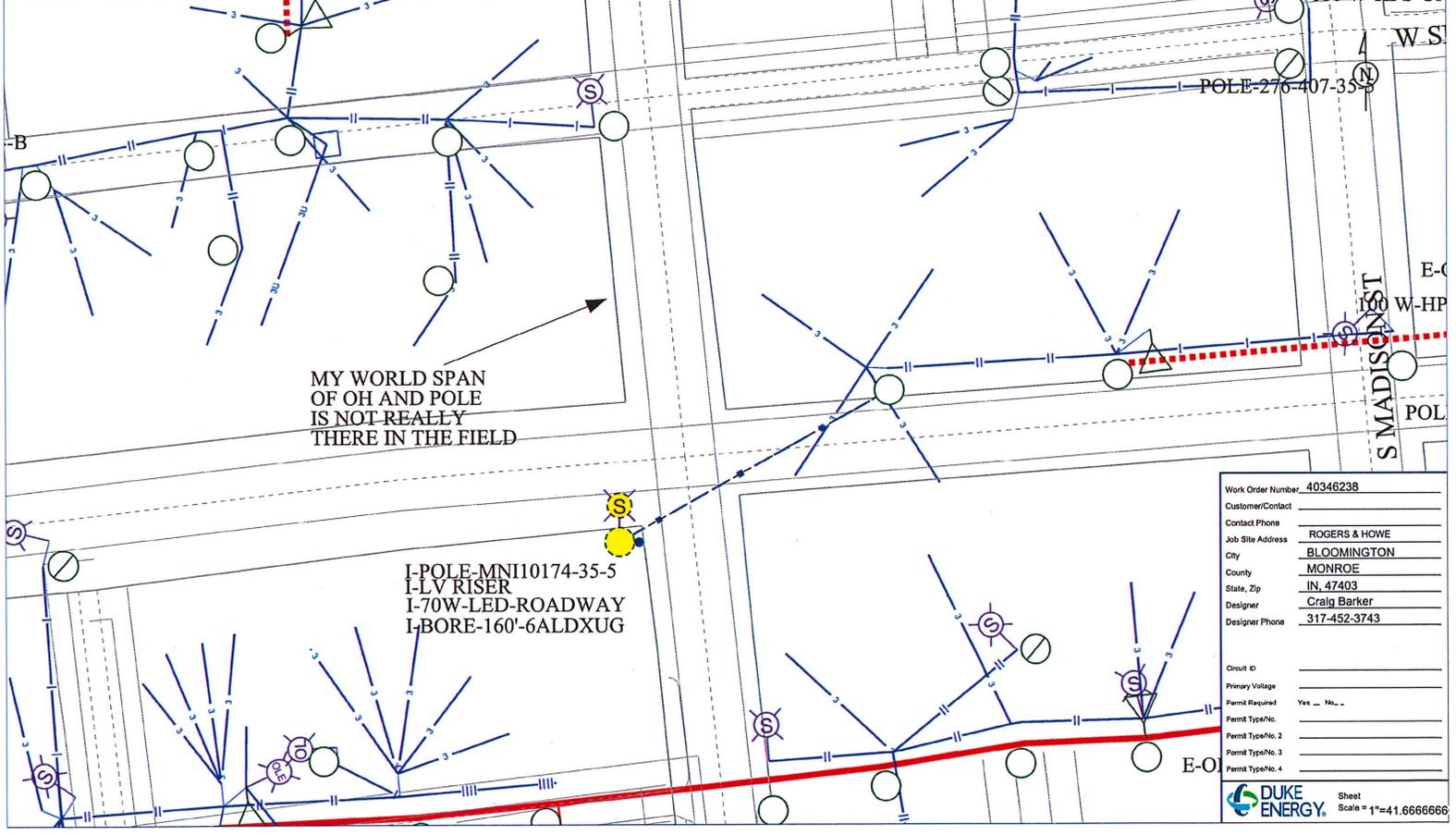
USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type  
 USP:  
 USP:  
 USP:



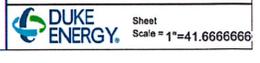
Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:

Work Zone General Comments: Double click to e

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



Work Order Number	40346238
Customer/Contact	
Contact Phone	
Job Site Address	ROGERS & HOWE
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	





## Board of Public Works Staff Report

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**Project/Event:** Approve License Agreement for Traffic Signal Equipment at 940 N Walnut Street

**Petitioner/Representative:** Engineering Department

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

**Date:** 5/25/2021

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**Report:** A City project to install a traffic signal at the intersection of 14th and Walnut requires installation of traffic signal equipment on the southeast corner of the intersection. There is not room within the existing limited right of way to install this equipment. The property owner has agreed to allow placement of a standard traffic signal pole on their property. This license agreement allows for the placement and continued maintenance of this equipment. No funding is impacted with approval of this license agreement. Project construction is anticipated in Fall 2021.

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## **LICENSE AGREEMENT**

This License Agreement is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Telko, Inc., dba Bama Beach Houses, (hereinafter “Licensor”) and the City of Bloomington, Indiana (hereinafter “Licensee”).

### **WHEREAS**

1. Licensor is the fee simple owner of certain real property located at 940 N. Walnut Street, Bloomington, Indiana 47404; and
2. Licensee desires to use a portion of Licensor’s property at this location, which portion is described in Exhibit A and depicted on Exhibit B, for the placement and maintenance of a traffic signal pole and any appurtenant equipment to the pole; owned by Licensee and located on Licensor’s property; and
3. Exhibit A and Exhibit B are attached hereto and incorporated herein.
4. Licensor has agreed to grant license to Licensee to occupy and use said property on the following terms and conditions agreed to between the parties hereto.

### **NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. Licensor hereby grants license to the Licensee for the occupancy of a portion of the property located at 940 N. Walnut Street (hereinafter “License Area”) by Licensee’s signal equipment, in accordance with Exhibits A and B.
2. Licensor also grants Licensee the right, privilege and license to use the License Area to locate, operate, inspect, improve, maintain, repair and replace the pole placed on Licensor’s property pursuant to this License Agreement.
3. Licensor retains the right to use the License Area in any manner not inconsistent with the rights herein granted to Licensee provided, however, that the Licensor shall not disturb the pole without prior written approval by Licensee.
4. Licensor's sign may remain in its current location on the property and shall not be interfered with or moved during Licensee's current improvement project at the property.
5. Licensee shall not allow any improvements or alterations to the License Area whatsoever, except those specifically approved by Licensor in advance and in writing.
6. Licensee expressly agrees that it does not and shall not at any time claim any interest or estate of any kind in the License Area by virtue of the rights granted under this License Agreement or by its occupancy or use under this Agreement.

7. Licensee shall indemnify and hold harmless Licensor from and against any and all liability, claim, cost, damages or expense for any loss of or damage to property and for injuries to persons arising or resulting directly or indirectly from the use of the License Area by the Licensee.
8. This License Agreement shall terminate: should the pole be no longer needed by Licensee; should Licensee remove the pole from the License Area; or upon written notice from Licensor to Licensee to remove its pole from the License Area.
9. Upon termination of this License Agreement, Licensee shall, within a reasonable time and at Licensee's sole cost and expense, remove all equipment, accessories, and materials owned by Licensee from the License Area and hand over vacant and peaceful possession of the License Area to Licensor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**Telko, Inc.**  
**dba Bama Beach Houses**

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Susan Goldsworthy, President

By: \_\_\_\_\_  
Dana Palazzo, President  
Board of Public Works

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President  
Board of Public Works

By: \_\_\_\_\_  
Kyla Cox Deckard, Secretary  
Board of Public Works

By: \_\_\_\_\_  
Philippa M. Guthrie,  
Corporation Counsel

**REGISTER OF PAYROLL CLAIMS**

**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
5/21/2021	Payroll				465,879.37
					<u>465,879.37</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 \$ 465,879.37

**Dated this 25th day of May 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:** Ammendment #1 to LPA-Consulting Contract with Lochmueller Group, Inc. for the 17<sup>th</sup> Street (Monroe to Grant) Multimodal Improvements Project

**Petitioner/Representative:** Engineering Department

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

**Date:** 05/25/2021

**Report:** This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,052,000 in federal funds). Construction of this project is expected in 2022.

Lochmueller Group, Inc. is currently under contract for preliminary engineering services. This addendum will add right of way acquisition services for the project as well as unexpected design services including additional survey and design. This addendum increases the previous not-to-exceed amount of \$636,115.00 by \$203,630 for a new total of \$839,745. This contract is TIF funded and requires RDC approval.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract	Approved	8/6/2019
<b>ROW Services Contract*</b>	<b>Current Item</b>	<b>5/25/2021</b>
Public Need Resolution	Future	2021
Construction Inspection Contract	Future	2021
Construction Contract	N/A**	2022

\* Amendment 1 updates the original design services contract to include ROW services.

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

## City of Bloomington Contract and Purchase Justification Form

Vendor: Lochmueller Group, Inc.

Contract Amount: \$839,745

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

**PURCHASE INFORMATION**

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

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

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

# of Submittals: 24	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <span style="float: right;">Yes    No</span> <input type="checkbox"/> <input checked="" type="checkbox"/>  The RFQu was issued seeking statements of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms are currently on the City's pre-approved engineering consultant list. Lochmueller Group was previously selected for this particular project based on their expertise.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Lochmueller Group was selected to design this project from the City's pre-approved engineering consultant list due to their expertise as well as the efficiencies gained by the work they had already completed at the 17th-Kinser intersection.

\_\_\_\_\_  
Neil Kopper

\_\_\_\_\_  
Senior Project Engineer

\_\_\_\_\_  
Engineering

Print/Type Name

Print/Type Title

Department

## AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_\_, 2021 BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS LPA AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

### W I T N E S S E T H

WHEREAS, the LPA and CONSULTANT did on August 6, 2019 enter into an Agreement to provide services for the 17<sup>th</sup> Street Multimodal Improvements from Monroe Street to Grant Street, and

WHEREAS, it has been determined that a Public Hearing is not required for the project, and

WHEREAS, the LPA desires to have CONSULTANT complete and submit an ADA Technical Waiver for multiple non-compliant curb ramp waivers through the INDOT Technical Advisory Committee to avoid reconstruction of the existing adjacent roadways, and

WHEREAS, additional topographic survey data collection is required to obtain current existing conditions within the project limits that have changed since the completion of the original topographic survey and additional topographic survey to obtain additional data to complete the design of the project, and

WHEREAS, six (6) additional curb ramps within the project limits will need to be designed and detailed to current ADA guidelines, and

WHEREAS, the LPA desires to have CONSULTANT modify the design of the project from its beginning east of Monroe Street to Kinser Pike by eliminating the previously planned mill and overlay, and

WHEREAS, the project has advanced to a point where Right-of-Way Services can commence, and

WHEREAS, the LPA desires the CONSULTANT to provide the additional required services, and

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

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

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

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

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$839,745.00**.

**II. Item 3.0 PUBLIC INVOLVEMENT of Appendix “A” is replaced with the following:**

**3.0 PUBLIC INVOLVEMENT**

The CONSULTANT shall prepare the plans for public involvement and administer one (1) public meeting and two (2) individual property owners meetings.

**4.0 Item 14.0 RIGHT-OF-WAY SERVICES is added to Appendix “A” as follows:**

**14.0 RIGHT-OF-WAY SERVICES**

**14.1 Management and Supervision Services**

14.1.1 Administer, schedule and coordinate the following activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting: meetings, conferences, and communications with the Property Owner(s), the Relocatee(s), the Attorney(s), the Engineer(s), the Appraiser(s), the Buying Agent(s), the Relocation Agent(s), the LPA, the Indiana Department of Transportation (INDOT), and the Federal Highway Administration (FHWA).

14.1.2 Deliver documentation to the LPA in order to process payments for parcel secured through negotiations.

14.1.3 Provide the LPA with a complete negotiator file for each parcel secured through negotiations.

14.1.4 Provide the LPA with the complete negotiator file and a recommendation for condemnation for each parcel referred to the LPA’s Legal Counsel for condemnation.

**14.2 Waiver Valuation Services**

14.2.1 Prepare, or cause to have prepared, a waiver valuation for each parcel as recommended by the approved Appraisal Problem Analysis in accordance with the Appraisal Procedures chapter of the RED Manual and Indiana Law. If applicable, the report shall comply with the Uniform Standard of Professional Appraisal Practice (USPAP).

**14.3 Appraisal Services**

14.3.1 The appraiser(s) shall be subject to approval by the LPA.

14.3.2 Prepare an appraisal for each parcel as recommended by the approved Appraisal Problem Analysis and in compliance with the following:

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (URA) Public Law 91-646 dated January 2, 1971 (The Uniform Act). All appraisals must conform to Title III of the Uniform Act and appropriate federal regulations.
- 49 CFR (Code of Federal Regulations) part 24; updated January 4, 2005; Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs; Final Rule.
- Uniform Standard of Professional Appraisal Practice (USPAP).
- Appraisal Procedures Chapter of the RED Manual.
- Indiana Law

- 14.4 Review Appraisal Services
- 14.4.1 The review appraiser shall perform the review appraisal work covered by this Contract, shall be a licensed appraiser in the State of Indiana, and on INDOT's approved Appraisers/Review Appraisers list.
- 14.4.2 The appraisals under review shall comply with the following:
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (URA) Public Law 91-646 dated January 2, 1971 (The Uniform Act). All appraisals must conform to Title III of the Uniform Act and appropriate federal regulations.
  - 49 CFR (Code of Federal Regulations) part 24; updated January 4, 2005; Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs; Final Rule.
  - Uniform Standard of Professional Appraisal Practice (USPAP).
  - Appraisal Procedures Chapter of the RED Manual.
  - Indiana Law
- 14.5 Buying
- 14.5.1 The Buyer shall be a licensed real estate broker in the State of Indiana, and on INDOT's approved Buyer's list. No work by the Buyer shall be sublet, assigned or otherwise performed by someone other than the Buyer.
- 14.5.2 Complete the buying services for each parcel in accordance with the current Indiana Department of Transportation's Real Estate Division Manual at the time the buying services are performed, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (Public Law 91-646) as amended (The Uniform Act) and the Code of Federal Regulation Titled 49 CFR Part 24 and Indiana Law.
- 14.6 Revisions and Re-Staking Right-of-Way
- 14.6.1 Revise the right of way engineering as required, including but not limited to the legal descriptions, right-of-way parcel plat, right-of-way plans, and other materials to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual and also in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12"). The Revision shall be minor in nature and take less than two (2) hours to complete per parcel revision.
- 14.6.2 Perform a one-time re-staking of right-of-way break points (and at intermediate points as necessary to allow visual inspection of the right-of-way line, if necessary) to delineate the location of the proposed permanent and temporary right of way lines(s) for the benefit of the property owner, the appraiser, and the buying agent, per parcel in which the right-of-way has been revised.
- 14.6.3 Re-staking right-of-way shall include the removal of lathes, stakes, pins, hubs, or other physical monuments placed along the right-of-way line that are no longer valid.
- 14.7 Condemnation Services
- 14.7.1 Provide expert testimony and trial preparation services as requested by the LPA, from the Right-of-Way Services Manager, Appraiser, Review Appraiser, Buyer, Relocation Agent, Relocation Reviewer, and/or Design Engineer.

**5.0 Items 12.0 through 22.0 are added to Appendix “B” INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA as follows:**

- 12.0 Copies of location and/or design study reports (if not prepared by the CONSULTANT).
- 13.0 Copies of the environmental studies and/or approvals (if not prepared by the CONSULTANT).
- 14.0 The Transfer Document templates (acquisition instruments) which have been prepared and/or approved by the LPA's Legal Counsel.
- 15.0 Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.
- 16.0 Legal Services for the acquisition of all parcels through Eminent Domain proceedings.
- 17.0 The LPA shall have the executed documents recorded and deliver payment to each property owner.
- 18.0 The LPA shall make all payments due to the court for condemnation proceedings.
- 19.0 Copies of recorded transfer documents for all secured parcels and copies of court documents on all condemned parcels necessary to ensure Right-of-Way Certification if required by INDOT.
- 20.0 Copies of property owner checks for settled parcels.
- 21.0 Copies of checks and receipts for all payments made to the court for condemnation proceedings.
- 22.0 Legal Counsel or LPA designated agent to hear and make judgment on proposed administrative settlements and Eminent Domain proceedings.
- 23.0 The disposition of acquired improvements through auction, salvage, owner retention, etc.
- 24.0 Lease and Rental Agreements as prepared or approved by the LPA's attorney.

**6.0 Items 4.0 through 10.0 are added to Appendix “C” SCHEDULE as follows:**

- 4.0 All services provided by the CONSULTANT under 14.2 through 14.5 of Appendix “A” of this Contract shall be completed and delivered to the LPA no later than 210 calendar days after notification to proceed from the LPA and exclusive of agency(s) review time.
- 5.0 For the purpose of contract control the work will be submitted by the CONSULTANT to the LPA for review and approval with the following approximate time periods:
- 6.0 Appraisals and documentation within 90 calendar days after the notice to proceed with the appraisals.
- 7.0 Review appraisals and documentation within 30 days calendar days after receipt of each appraisal from the appraiser.
- 8.0 Buying and documentation within 90 calendar days after receipt of notice to proceed with buying on each parcel.
- 9.0 An additional 120 to 180 days should be provided in the LPAs schedule for condemnation proceedings after a parcel is referred to condemnation by the buyer.
- 10.0 Project ready for R/W Certification within 14 days after the final documentation and proof of all transfer documents being recorded and proof of property owner payments have been received by the CONSULTANT from the LPA, and/or final documentation for condemnation is received from the LPA indicating funds have been deposited with court and the County Auditor has been notified to make the transfer of property.

**7.0 Appendix “D” is replaced in its entirety with the following:**

**1.0 AMOUNT OF PAYMENT**

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Contract in the amount of a total fee not-to-exceed Eight Hundred

Thirty-Nine Thousand Seven Hundred Forty-Five Dollars (\$839,745.00), unless an amendment to this Contract is approved in writing by the LPA.

1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, of Appendix “A” on a lump sum basis in accordance with the following schedule:

1.2.1	Topographic Survey Data Collection .....	\$47,100.00
1.2.2	Environmental Document .....	\$49,300.00
1.2.3	Public Involvement	
1.2.3.1	Public and Property Owner Meetings .....	\$12,000.00
1.2.4	Water Resource/Stormwater Permitting .....	\$7,100.00
1.2.5	Road Design and Plans.....	\$257,900.00
1.2.6	Traffic Signal Design and Plans .....	\$15,900.00
1.2.7	Project Management/Project Website Update .....	\$14,700.00
1.2.8	Utility Coordination .....	\$20,000.00

1.3 The CONSULTANT shall receive payment for Subsurface Utility Engineering services performed under Item 9.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth below. The total payment for these services shall not exceed \$16,295.00, unless approved by the LPA.

1.3.1	SUE Locating/Test Holes (unit)-A .....	\$600.00/hole
1.3.2	SUE Maintenance of Traffic 4 (unit).....	\$1,400.00/day
1.3.3	SUE Mobilization (Traffic Maintenance).....	\$115.00/day
1.3.4	SUE Mobilization (Vac).....	\$200.00/day
1.3.5	SUE Per Diem.....	\$150.00/day

1.4 The CONSULTANT shall receive payment for Geotechnical Investigation Services performed under Item 10.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth in Exhibit “1”, attached to this Contract and made an integral part hereof. The total payment for these services shall not exceed \$37,050.00, unless approved by the LPA.

1.5 The CONSULTANT shall receive as payment for the Right-of-Way Engineering Services performed under Item 11.0 of Appendix “A” of this Contract based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

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

1.6 The CONSULTANT shall receive payment The CONSULTANT shall receive payment for Revising Parcel Plats and Descriptions and Re-Staking services performed pursuant to the following:

- 1.6.1 Revision - \$200.00/Each  
Estimated two (2) Revisions @ \$200.00/Each .....\$400.00
- 1.6.2 Re-Staked Parcels - \$310/Parcel  
Estimated two (2) Re-Staked Parcel @ \$310.00/Parcel .....\$620.00
- 1.7 The CONSULTANT shall receive payment for Items 14.1 through 14.7 of Appendix “A” of this Contract in accordance with the following fee schedule:

Work Performed	Fee Per Parcel
Appraising-Waiver Valuation	\$680.00
Appraising-Value Finding	\$1,930.00
Appraising-Short Form: Any Property Type (Improved or Unimproved)	\$2,835.00
Appraising-Short Form: Residential /AG (with affected improvements or total take)	\$3,175.00
Appraising-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$4,530.00
Appraising-Long Form: Any Property Type (Unimproved)	\$3,405.00
Appraising-Long Form: Residential AG (Improved)	\$4,530.00
Appraising-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$11,340.00
Appraising-Excess Land Appraisal	\$650.00
Review-Waiver Valuation	\$410.00
Review-Value Finding	\$970.00
Review-Short Form: Any Property Type (Improved or Unimproved)	\$1,360.00
Review-Short Form: Residential /AG (with affected improvements or total take)	\$1,535.00
Review-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$2,160.00
Review-Long Form: Any Property Type (Unimproved)	\$1,620.00
Review-Long Form: Residential AG (Improved)	\$2,160.00
Review-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$5,220.00
Buying-Total/Partial Acquisition	\$2,030.00
Buying-Temporary/Access Rights	\$1,695.00
Minor Revision to R/W	\$500.00
Re-Staking Parcel	\$750.00
Right-of-Way Management	\$1,230.00

- 1.8 The fee for Items 14.2 through 14.7 of Appendix “A” is estimated based on the number of parcels, type of work performed for each parcel, a contingency for additional parcels and/or changes to the work type performed for each parcel, and the potential need for Condemnation Proceedings. The estimated fee is based on the following schedule:

Work Performed	Estimated Number of Parcels	Fee Per Parcel	Totals
Appraising-Waiver Valuation	5	\$680.00	\$3,400.00
Appraising-Value Finding	25	\$1,930.00	\$48,250.00
Appraising-Short Form: Residential/AG (with affected improvements or total take)	1	\$3,175.00	\$3,175.00
Appraising-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT) AG (with affected improvements or total take)	1	\$4,530.00	\$4,530.00
Appraising-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	2	\$11,340.00	\$22,680.00
Review-Waiver Valuation	5	\$410.00	\$2,050.00
Review-Value Finding	25	\$970.00	\$24,250.00
Review-Short Form: Residential/AG (with affected improvements or total take)	1	\$1,535.00	\$1,535.00
Review-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	1	\$2,160.00	\$2,160.00
Review-Long Form: Commercial/Industrial/Multi-family/Special (Improved)Residential AG (Improved)	2	\$5,220.00	\$10,440.00
Buying-Total/Partial Acquisition	29	\$2,030.00	\$58,870.00
Buying-Temporary/Access Rights	5	\$1,695.00	\$8,475.00
Right-of-Way Management	34	\$1,230.00	\$41,820.00
Contingency			\$5,685.00
Total Estimated Fee			\$237,320.00

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

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

1.10 The amount of final compensation will be adjusted according to the actual number and type of units of work performed.

1.11 The LPA, for and in consideration of the rendering of the services provided in Item 12.0 Construction Phase Office Services of Appendix “A” of this Contract, agrees to pay the CONSULTANT on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on the Contract. The total amount to be paid to CONSULTANT shall be the sum of the total direct salary and wages of each employee,

plus the amount of the CONSULTANT's overhead cost which shall be computed by multiplying the sum of the direct salary and wages by the CONSULTANT's INDOT approved provisional overhead rate at the time the services were provided, plus 9.5% profit. The total compensation to be paid to the CONSULTANT shall not exceed \$5,000.00, unless approved by the LPA.

## 2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT may submit a maximum of one (1) invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Item 1.2 of this Appendix "D", percentage completed and prior payments.
- 2.2 The LPA, for and in consideration of the rendering of the services provided for in Item 1.0 through Item 12.0 of Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner.
- 2.3 The LPA agrees to pay the CONSULTANT for the percentage of work completed for Right-of-Way Services Management. The CONSULTANT shall not request partial payments for the remaining per-parcel-fee items unless prior approval is given by the LPA.
- 2.4 For completed work and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
- 2.5 In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, (changes in work) of the General Provisions, set out in this Contract.
- 2.6 It is anticipated that all services set forth in Appendix "A", excluding Construction Phase Office Services, shall be completed prior to May 2023. If for any reason the project progresses past this timeline, the CONSULTANT may be due an increase in fee due to inflationary costs for any unfinished services. Any fee increase shall be negotiated between the LPA and the CONSULTANT.

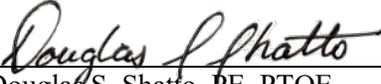
Except as herein modified, changed, and amended, all terms and conditions of the original Agreement dated August 6, 2019 shall continue in full force and effect.

This Amendment No. 1 increases the original not-to-exceed fee of \$636,115.00 by \$203,630.00 to a new not-to-exceed fee of \$839,745.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 1 effective the day and year first above written.

**LOCHMUELLER GROUP, INC.**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS**

  
\_\_\_\_\_  
Douglas S. Shatto, PE, PTOE  
President/Chief Operating Officer

\_\_\_\_\_  
Dana Palazzo  
President

Attest:

  
\_\_\_\_\_  
Matthew E. Wannemuehler  
Vice President/Chief Administrative Officer

\_\_\_\_\_  
Beth H. Hollingsworth  
Vice President

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

\_\_\_\_\_  
Philippa M. Guthrie  
Corporation Counsel



## Board of Public Works Staff Report

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**Project/Event:** Request from F.A. Wilhelm for Sidewalk Closure on S. Strong Drive

**Staff Representative:** Emily Herr

**Petitioner/Representative:** Nate Piquard, Project Manager, F.A. Wilhelm Construction

**Date:** 5/25/2021

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F.A. Wilhelm Construction is requesting a sidewalk closure on S. Strong Drive south of W. Allen Street for 6 weeks to construct a perimeter fence and security gate system adjacent to the sidewalk on private property. The Director of Engineering and Director of Public Works approved the closure to start in advance of the BPW meeting pending BPW approval. Construction started on 05/17/2021. The sidewalk closure includes "Sidewalk Closed" signs on Type 3 barricades and construction fencing. The sidewalk closure will allow for an expedited installation of the security fencing and to protect pedestrians in the event of any sidewalk damage due to construction. If any damages are done to the adjacent sidewalk during the fence installation, F.A. Wilhelm will submit a separate ROW Use Permit Application to complete repairs.



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

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

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 1300 S. Patterson Dr. Bloomington, IN

<b>A. APPLICANT/AGENT INFORMATION:</b>		<b>D. TRAFFIC CONTROL DEVICES*:</b>	
APPLICANT NAME: <u>Nate Piquard</u>		<input checked="" type="checkbox"/> - BARRIERS <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>natepiquard@fawilhelm.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>FA Wilhelm</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>1300 S. Patterson Dr.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Bloomington, IN 47403</u>			
24-HR EMERGENCY CONTACT NAME: <u>Frank Poynter</u>		<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b>	
24-HR CONTACT PHONE #: <u>317-416-4422</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: _____		<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>	
BOND #*: <u>107399087</u> COMPANY: <u>Travelers</u>		PROJECT NAME: <u>NA</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #:	
<b>**SUBCONTRACTOR INFORMATION**</b>		PROJECT MGR.:	
<b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b>		PROJECT MGR. #:	
COMPANY NAME: <u>K&amp;K Fence</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
<b>B. WORK DESCRIPTION:</b>		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		<b>G. EXCAVATIONS:</b>	
(EXPLAIN): <u>Masonry Fence Columns along sidewalk</u>		SQ FT OF PAVEMENT* EXCAVATIONS : <u>NA</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>NA</u>	
STREET NAME 1: <u>Strong Drive (East side sidewalk)</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>W. Allen St.</u>		LINEAL FT OF BORE*: <u>NA</u>	
2ND INTERSECTING STREET NAME: <u>First Catalent Parking Lot Entrance to the South</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>NA</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>5/12/21</u> END DATE: <u>7/9/21</u> # OF DAYS*: <u>59</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>NA</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		<b>H. INDEMNIFICATION AGREEMENT:</b>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Nate Piquard</u>	
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>		SIGNATURE: 	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>5/12/21</u>	
REQUESTED CLOSURE HOURS: <u>24 hrs</u> AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

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

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

- 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) 349-3423.
- 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>



**GENERAL NOTES**

- A. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF WORK.
- B. THE LOCATION OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT UTILITY LOCATIONS WITH THE LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK. CONTACT THE INDIANA UNDERGROUND PLANT PROTECTION SERVICES, INC. AT 1-800-382-5544.
- C. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION OF STORMWATER POLLUTION PREVENTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE.
- D. THIS PLAN SHOWS THE OVERALL AREAS OF DEMOLITION TO ALLOW CONSTRUCTION OF IMPROVEMENTS. THE EXACT AREAS OF DEMOLITION SHALL BE ESTABLISHED AND RESTORED BY THE CONTRACTOR. CONTRACTOR SHALL REMOVE ALL DEMOLISHED MATERIAL FROM THE SITE UNLESS NOTED OTHERWISE.
- E. REMOVE EXISTING STRUCTURES, ASPHALT, CONCRETE, GRAVEL, SOIL, LANDSCAPING AND OTHER MATERIALS AS REQUIRED TO CONSTRUCT DESIGNED IMPROVEMENTS UNLESS NOTED OTHERWISE.
- F. CONTRACTOR SHALL SAW CUT ALONG PAVEMENTS AND OTHER ADJOINING SURFACES TO REMAIN. SIDEWALKS AND CURBS SHALL BE REMOVED TO THE NEXT CLOSEST JOINT BEYOND.
- G. AREAS DISTURBED DURING DEMOLITION, CONSTRUCTION AND GRADING ACTIVITIES SHALL BE RESTORED TO PRE-EXISTING CONDITIONS OR BETTER, UNLESS NOTED OTHERWISE.
- H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION WORK NECESSARY IN ORDER TO COMPLETE THE PROJECT AS DESIGNED.
- I. CONTRACTOR TO PROTECT ALL EXISTING VEGETATION NOT SCHEDULED FOR REMOVAL.
- J. ANY REQUIRED DRIVEWAY/ACCESS CLOSURES SHALL BE SCHEDULED WITH THE OWNER A MINIMUM OF 7 DAYS IN ADVANCE.
- K. CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNAGE, BARRICADES AND FLAGGERS AS REQUIRED WHEN WORKING ALONG, NEAR, OR WITHIN THE NORTH DRIVE. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

**PLAN NOTES**

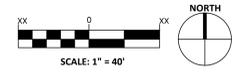
1. REMOVE EXISTING ASPHALT PAVING. SAW CUT REMAINING PAVEMENT AT EDGE TO CREATE A CLEAN FINISH EDGE TO INSTALL NEW PAVEMENT AGAINST.
2. MILL EXISTING ASPHALT PAVEMENT TO A DEPTH OF 1.5".
3. REMOVE EXISTING CONCRETE CURB.
4. BLACKOUT EXISTING PARKING LOT STRIPING NOT REMAINING.
5. REMOVE EXISTING FENCE, FENCE POSTS AND GATES.

**MUSSETT NICHOLAS + ASSOCIATES**  
 Engineers + Architects  
 502 S. WEST STREET  
 INDIANAPOLIS, INDIANA  
 317.631.9241  
 5974 SIX FORKS ROAD, SUITE B  
 RALEIGH, NORTH CAROLINA 27609  
 919.703.4028

**BRCJ**  
 LAND SURVEYING • CIVIL ENGINEERING • GIS  
 1351 West Tapp Road Bloomington, Indiana 47403  
 Phone: 812-335-8277 www.brcjcivil.com  
 BRCJ Project No: 10543

**WILLIAM STUAR HIGBERT**  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 870231  
 STATE OF INDIANA  
 04.08.2021  
 Certified By

**Catalent Pharma Solutions**  
 Site Perimeter Fence  
 and Entrance Design  
 Bloomington, IN  
 47402



**LEGEND**

YARD LIGHT	FENCE	FD AXEL
LIGHT POLE	GUARDRAIL	FD BRASS DISK
SIGNAL POLE	OVERHEAD WIRES	FD COT GIN SPICLE
UTILITY POLE	UNDER EBB	FD CHISELED X
GUY WIRE	GAS LINE	SET CHISELED X
CATCH BASIN	SAN SEWER LINE	SET DRILL HOLE
CURB INLET	ST	STORM SEWER LINE
ELECTRIC MH	UT	UNDER TELEPHONE
MANHOLE	EXISTING WATER LINE	SET HUB TAP X
PHONE MH	CHILLED WATER LINE	FD REBAR
SANITARY MH	SEW	SET REBAR
SIGNAL MH	R.O.W. MON.	FD MAG NAIL
STEAM MH	MONITORING WELL	SET MAG NAIL
STORM MH	BORE HOLE	FD NAIL
WATER MH	DOWNSPOUT	FD PIPE
ELC. METER	GATE POST	FD RP SPIKE
CLEANOUT	PARKING METER	SET RP SPIKE
GAS METER	SPIGOT	RECORDED B&D
GAS VALVE	F. POST	(M) MEASURED B&D
WATER VALVE	WOOD POST	(C) CALCULATED B&D
FIRE HYDRANT	PARKING SPACES	TRANSFORMER
SPR. HOORUP	ELC. VALVE	CONR. TREE
SPRINKLER	PHONE VALVE	DECD. TREE
	VALVE VALVE	SHRUB
	AC UNIT	PHONE RISER-BOX
	PHONE BOOTH	TV RISER-BOX
	PROP. TANK	ELEC. RISER-BOX
	PARKING BLOCK	GAS RISER-BOX

**LIMITS OF ASPHALT PAVEMENT MILLING**  
**LIMITS OF ASPHALT PAVEMENT REMOVAL**  
**TREE PROTECTION FENCING**

**UTILITY CONTACTS**

- AT&T Russ Owen - (812) 334-4629
- DURE ENERGY Bob Sanders - (812) 337-3046
- CITY OF BLOOMINGTON UTILITIES (CBU) Nancy Assen - (812) 349-3669
- VECTREN Matt Raines - mraines@vectren.com
- COMCAST Steve McArtor - (812) 366-3090

**Indiana 811**  
 Call before you dig.  
 1-800-382-5544  
 CALL BEFORE YOU DIG. IT'S THE LAW. IT'S THE RIGHT THING TO DO. IT'S THE ONLY WAY TO PROTECT YOURSELF AND YOUR BUSINESS FROM THE COSTLY CONSEQUENCES OF UNDISCOVERED UTILITIES.

MARK	DATE	DESCRIPTION
▲	04.08.2021	PERMIT SET

PROJECT NO:	2020252
DATE:	04.08.2021
DRAWN BY:	DLN
CHK'D BY:	WSR
COPYRIGHT 2020	MUSSETT, NICHOLAS + ASSOCIATES, INC.

**SELECTIVE SITE DEMOLITION PLAN**

C201

30x42 Drawing: S:\jobs\10501-10600\CATALENT PERIMETER SECURITY FENCE\Draw\10543 Civil Base\_CD\_1.dwg was plotted by: dfrplac on Apr 07, 2021 at 6:15pm



March 31, 2021

TO: All Subcontractors, Suppliers and Vendors for the  
Catalent Indiana, LLC.  
Perimeter Fence & Security Entrances  
1300 S. Patterson Drive  
Bloomington, Indiana 47403

RE: TIME-SENSITIVE REPLY NEEDED  
Notification of DO-HR Rated Order Pursuant to 45 C.F.R. § 101.35,  
as promulgated under the Defense Production Act of 1950

The purpose of this letter is to inform you ("Vendor") that the Purchase Orders identified below and placed by Catalent Indiana, LLC ("Catalent") are now subject to a DO-HR priority rating as authorized by the Department of Defense, covering each of the items, services, and/or materials listed below and requiring priority scheduling to meet the delivery dates set forth in the table:

Catalent PO'(s)	Reference Item	Quantity Required	Delivery Date
181183	232579-OF-13501	1	Per the Project Schedule & your P.O./S.A. Requirements

To the extent that any purchase Order referenced in the foregoing table includes additional items that are not listed in the table (each, an "Excluded Item"), the DO-HR prior rating is not intended to apply to such Excluded Item, and therefore fulfillment of such Excluded Item shall not be covered by, nor subject to, the terms and conditions of filling a rated order as outlined under the Health Resources Priorities and Allocations System (HRPAS), 45 C.F.R. Part 101.

This notice reflecting the prioritization of these Purchase Orders is being given pursuant to 45 C.F.R. § 101.35, as the Vendor for items, services and/or materials needed by Catalent to manufacture a COVID-19 vaccine for ModernaTX, Inc. ("Moderna"). Moderna has received this priority rating pursuant to its prime contract W911QY20C0081 with the U.S. Department of Defense, a copy of such notice is attached hereto as Appendix A. **As such, the purchase of items, services or materials referenced above constitutes a rated order certified for national defense use, and you are required to follow all the provisions of the Health Resources Priorities and Allocations System regulation at CFR part 101.**

The foregoing provisions require, among other things, that you schedule your operations and resources in a timely manner to satisfy the delivery requirements of any rated order, including

giving preference over preexisting unrated or lower rated orders or modifying production or delivery schedules to the extent necessary to meet the required delivery date(s) set forth above or as may be identified in future rated order. **These provisions also require that you notify and flow down the priority rating to any of your vendors or suppliers who provide items, services and/or materials necessary to your performance under these rated orders.**

F.A. Wilhelm Construction Company ("Wilhelm") may also continue to procure additional items, materials, and/or services from you in the future to support additional rated orders by Catalent and Moderna, at which time Wilhelm shall indicate in future Purchase Orders by reference to this letter what portions, if any, of such Purchase Order will also constitute a rated order.

In accordance with your obligations under 45 C.F.R. § 101.35, please provide your acknowledgement and acceptance of this rated order (or rejection and the reason for the rejection) within forty-eight (48) hours following your receipt of this letter.

We appreciate your assistance on this matter and look forward to your continued support in meeting our collective commitments to this valuable program. Should you have any questions regarding this letter or application of the priority rating to our pending and upcoming purchases, please feel free to reach out to Tom Kerker, Vice President; Operations Manager, at 317-201-3745 or email [tomkerker@fawilhelm.com](mailto:tomkerker@fawilhelm.com).

Sincerely,  
F.A. Wilhelm Construction Co., Inc.



Tom Kerker  
Vice President; Operations Manager

Enclosure: Appendix A

Acknowledged and Agreed to by:

Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



# Catalent.

Catalent Indiana, LLC  
1300 S. Patterson Drive  
Bloomington, IN 47403  
catalent.com

23MAR2021

F.A. Wilhelm  
3914 Prospect Street, Indianapolis, Indiana 46203  
Attention: Tom Kerker

Re: TIME-SENSITIVE REPLY NEEDED – Notification of DO-HR Rated Order Pursuant to 45 C.F.R. § 101.35, as promulgated under the Defense Production Act of 1950

Dear Tom Kerker,

The purpose of this letter is to inform F.A. Wilhelm (“Vendor”) that the Purchase Orders identified below and placed by Catalent Indiana, LLC (“Catalent”) are now subject to a DO-HR priority rating as authorized by the Department of Defense, covering each of the items, services and/or materials listed below and requiring priority scheduling to meet the delivery dates set forth in the table:

PO Reference	Item	Quantity	Required Delivery Date
232579-OF-13501	Perimeter fencing	2,434,848	April 30, 2021

To the extent that any Purchase Order referenced in the foregoing table includes additional items that are not listed in the table (each, an “Excluded Item”), the DO-HR prior rating is not intended to apply to such Excluded Item, and therefore fulfillment of such Excluded Item shall not be covered by, nor subject to, the terms and conditions of filling a rated order as outlined under the Health Resources Priorities and Allocations System (HRPAS), 45 C.F.R Part 101.

This notice reflecting the prioritization of these Purchase Orders is being given pursuant to 45 C.F.R. § 101.35, as the Vendor for items, services and/or materials needed by Catalent to manufacture a COVID-19 vaccine for ModernaTx, Inc. (“Moderna”). Moderna has received this priority rating pursuant to its prime contract W911QY20C0081 with the U.S. Department of Defense, a copy of such notice is attached hereto as Appendix A. **As such, the purchase of items, services or materials referenced above constitutes a rated order certified for national defense use, and you are required to follow all the provisions of the Health Resources Priorities and Allocations System regulation at 45 CFR part 101.**

The foregoing provisions require, among other things, that you schedule your operations and resources in a timely manner to satisfy the delivery requirements of any rated order, including giving preference over preexisting unrated or lower-rated orders or modifying production or delivery schedules to the extent necessary to meet the required delivery date(s) set forth above or as may be identified in future rated order. **These provisions also require that you notify and flow down the priority rating to any of your vendors or suppliers who provide items, services and/or materials necessary to your performance under these rated orders.**

Catalent may also continue to procure additional items, materials and/or services from you in the

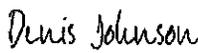
future to support additional rated orders by Moderna, at which time Catalent shall indicate in future Purchase Orders by reference to this letter what portions, if any, of such Purchase Order will also constitute a rated order.

In accordance with your obligations under 45 C.F.R. § 101.35, please provide your acknowledgement and acceptance of this rated order (or rejection and the reason for the rejection) **within forty-eight (48) hours** following receipt of this letter.

We appreciate your assistance on this matter and look forward to your continued support in meeting our collective commitments to this valuable program. Should you have any questions regarding this letter or application of the priority rating to our pending and upcoming purchases, please feel free to reach out to Tim Ryan, our Senior Director, Supply Chain at (812) 335-5876 or tim.ryan@catalent.com.

Sincerely,

CATALENT INDIANA, LLC

DocuSigned by:  
  
79D96AE149CC486...

Denis Johnson  
Vice President and General Manager, Catalent Bloomington

Acknowledged and Agreed to by:

F.A. Wilhelm



By: \_\_\_\_\_  
Name: Thomas J. Kerker  
Title: VP- Operations Manager  
Date: 3/31/2021



April 30th, 2021

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

Re: Strong Drive Sidewalk Closure

Dear Board Members,

The Department of Defense has demanded Catalent Pharmaceuticals secure their facility as a part of Project Warp Speed. As a result, we are installing a permanent fence and security gate system around the perimeter of the facility. Excavation of stone fence columns directly adjacent to City of Bloomington sidewalks presents a safety exposure to pedestrians which we intend to mitigate with the closure of this sidewalk.

We will perform due diligence to notify adjacent property owners of this closure by way of mailed notifications to property owners. Further, we will provide a hard barrier blocking inadvertent passage, and provide clear signage indicating the closure per the attached plan.

The scope of work effecting this closure will begin asap and be complete within 3 months, or approximately May 2021 through July 2021.

To complete this work as safely and expeditiously as possible, we respectfully request a closure of the sidewalk along the east side of Strong Drive just south of W. Allen St. from May thru July to install stone fence columns directly adjacent to this sidewalk.

Thank you for your consideration of this matter.

Sincerely,

Nate Piquard  
FA Wilhelm Project Manager

April 30th, 2021

## Notice of Sidewalk Closure

Dear Local Resident,

This notice is to inform you that the sidewalk along the east side of Strong Drive just south of W. Allen St. will be closed from May thru June 2021 to construct a perimeter fence directly adjacent to this sidewalk.

This work will be completed expeditiously to minimize any impact.

During this closure, please refrain from accessing this area in order to allow for safe completion of the construction work.

For further information on this closure, there will be a public hearing from 5:30PM to 7:00PM on 5/25/21 via Zoom Meeting:

Join Zoom Meeting

<https://bloomington.zoom.us/j/96084506947?pwd=UFhmWVRkM2VydnA4WkxsSVg2UVdEdz09> Meeting ID: 960 8450 6947 Passcode: 413890 One tap mobile

+19292056099,,96084506947#,,,,\*413890# US (New York)

+13017158592,,96084506947#,,,,\*413890# US (Washington DC) Dial by your location

+1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626

6799 US (Chicago) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1

346 248 7799 US (Houston) Meeting ID: 960 8450 6947 Passcode: 413890 Find your

local number: <https://bloomington.zoom.us/j/96084506947?pwd=UFhmWVRkM2VydnA4WkxsSVg2UVdEdz09>

Sincerely,

Nate Piquard  
FA Wilhelm Project Manager

<p><u>William L. &amp; Brenda M. Lutgens</u> Property Owner (if not applicant or adjacent landowner)</p> <p><u>8296 S. Ketcham Road</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47403</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Terry L. &amp; Katrina L. Long</u> Adjacent Property Owner</p> <p><u>PO Box 1757</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47402</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Breeden Properties, LLC</u> Adjacent Property Owner</p> <p><u>PO Box 6733</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>40407</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Kevin C. Grange</u> Adjacent Property Owner</p> <p><u>728 W. Allen Street</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47403</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>City of Bloomington</u> Adjacent Property Owner</p> <p><u>PO Box 100</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47402</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>

<p><u>Zz Bloomington Great Harvest</u> Property Owner (if not applicant or adjacent landowner)</p> <p><u>1107 S. Fairview Street</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47403</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Bloomington Pr, LLC</u> Adjacent Property Owner</p> <p><u>PO Box 40</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47402</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>IEC Ventures LLC - Travis LLC - Southgreen c/o 1302 S. Rogers L First</u> Adjacent Property Owner</p> <p><u>PO Box 40</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>40402</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>AFR Partners LLC</u> Adjacent Property Owner</p> <p><u>PO Box 40</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47402</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Irving Materials, Inc. c/c Fred Irving</u> Adjacent Property Owner</p> <p><u>8032 N. State Road 9</u> Address (number and street)</p> <p><u>Greenfield</u>                              <u>IN</u>                              <u>46140</u> City                                      State                              ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>

<p><u>Terry Hays</u> Property Owner (if not applicant or adjacent landowner)</p> <p><u>3508 E. Rogers Road</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47401</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>South Construction Co., Inc. c/o Duke Energy Corp.</u> Adjacent Property Owner</p> <p><u>550 S. Tryon Street</u> Address (number and street)</p> <p><u>Charlotte</u>                              <u>NC</u>                              <u>28202</u> City                                      State                              ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Board of Commissioners of Monroe County</u> Adjacent Property Owner</p> <p><u>100 W. Kirkwood Avenue, Courthouse Room 222</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47404</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>Haben LLC</u> Adjacent Property Owner</p> <p><u>3100 E. Kemper Road, Ste 4</u> Address (number and street)</p> <p><u>Cincinnati</u>                              <u>OH</u>                              <u>45241</u> City                                      State                              ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p><u>The Gardens Bloomington, LLC</u> Adjacent Property Owner</p> <p><u>3835 S. Inverness Farm Road</u> Address (number and street)</p> <p><u>Bloomington</u>                      <u>IN</u>                      <u>47401</u> City                                      State                      ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy) I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy) Attached is PS Form 3811 (green card) as proof of mailing.</p>

<p><b>Best Beers, LLC</b>  Property Owner (if not applicant or adjacent landowner)</p> <p><b>PO Box 3130</b>  Address (number and street)</p> <p><b>Bloomington</b>                      <b>IN</b>                      <b>47402</b>  City    State    ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input checked="" type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy)  I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy)  Attached is PS Form 3811 (green card) as proof of mailing.</p>
<p>Adjacent Property Owner</p> <p>Address (number and street)</p> <p>City    State    ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy)  I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy)  Attached is PS Form 3811 (green card) as proof of mailing.</p>
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<p>Adjacent Property Owner</p> <p>Address (number and street)</p> <p>City    State    ZIP Code</p>	<p><input type="checkbox"/> Personal service was provided on: _____ (mm/dd/yy)</p> <p><input type="checkbox"/> 1st Class Mail service was provided on: _____ (mm/dd/yy)  I affirm that twenty-one (21) days have passed without the mailing returned as undelivered or undeliverable. Attached is PS Form 3817 as proof of mailing.</p> <p><input type="checkbox"/> Certified Mail service was provided on: _____ (mm/dd/yy)  Attached is PS Form 3811 (green card) as proof of mailing.</p>



City of Bloomington  
 Planning and Transportation Department  
 bloomington.in.gov

401 N Morton St Suite 130  
 PO Box 100  
 Bloomington, IN 47404

Phone: (812) 349-3423  
 Fax (812) 349-3520  
 Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

**Right Of Way Excavation Permit**

<b>Company</b>	F A Wilhelm	<b>Status</b>	Not Started	<b>Permit</b>	C21-ROW-104
<b>Responsible</b>	Piquard, Nate	<b>Inspector</b>	Emily Herr	<b>Date Issued</b>	05/12/2021
<b>Project</b>	S Strong Drive sidewalk closure / masonry fence installation	<b>Permit Fee</b>	\$700.0	<b>Start Date</b>	05/12/2021
<b>Bond Amount</b>	\$5,000.00	<b>Expiration Date</b>	05/12/2023	<b>Invoice</b>	Billed

Address	Cut Type	Utility	Description	Width	Length
---------	----------	---------	-------------	-------	--------

**Special Provisions**

- 1) Permit is for sidewalk closure along S Strong Drive south of W Allen Street during the installation of masonry fence columns along sidewalk for a duration of 6 weeks.
- 2) A separate ROW permit will be required for any repairs necessary to the adjacent sidewalk or ROW. (Per BMC Section 12.08.150 Protection of sides of excavation-Injury to adjoining right of way: Any person making excavations or causing the same to be made in pavements or adjacent to pavements, shall so protect the sides of the excavation that the adjoining soil shall not cave in. It is unlawful for any person to excavate so as to undermine or injure any adjoining right of way including, but not limited to, curbs, streets, tree plots and sidewalks.)
- 3) Sidewalk Closure signs must be placed on Type 3 barricades
- 4) Sidewalk closure will be presented at the 5/25/2021 Board of Public Works meeting (held via Zoom).

**Standards Conditions of Approval**

- 1 - Permittee is required to call the Planning and Transportation Department at 812-349-3423 for inspection of any work at the City of Bloomington Right of way prior to placing any concrete, or at any point specified in the Specific Conditions of Approval.
- 2 - This approval only covers concerns within the jurisdictions of the City of Bloomington Planning and Transportation Department, other entities or agencies may also need to grant approval for work done in the course of this project.
- 3 - Projects shall conform to all current A.D.A.,(Americans with Disabilities Act) requirements.
- 4 - All utility work shall conform to specifications to be obtained from the owner of the affected utility, and work on said utility shall be performed only with expressed permission of its owner. It shall be the responsibility of the permittee to obtain any necessary inspections or approvals from the owner of the utilities involved.
- 5 - Permittee shall be responsible for supplying and placing all required signs and barricades. All signs and barricades, and their placement, shall conform to current M.U.T.C.D. and I.N.D.O.T. standards. All required traffic control measures shall be in place before work begins.
- 6 - Erosion control measures complying with Bloomington Municipal Code 20.05.040 are required to be in place during the period of any earth disturbing activities, and remain in place until the site is stabilized.
- 7 - All bonding must remain current until a written release of such bonding is given by a representative of the City of Bloomington Planning and Transportation Department.
- 8 - Any work in a street shall conform to the City of Bloomington Street Cut Requirements. Copies of these requirements are available from Planning and Transportation Department. All damaged Public Improvements must be repaired to prior or improved conditions.
- 9 - 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.
- 10 - Any damage to any underground facility or utility must be reported immediately to the City of Bloomington Planning and Transportation Department and the owner of the facility or utility (if known). If not, the permittee will be required to re-excavate the damaged facility or utility, at their expense, to demonstrate that repairs have been made to the satisfaction of the owner of the damaged facility or utility,
- 11 - Any above ground appurtenances (line markers, switch boxes, meters, etc.), or structures, to be placed in the City Right of Way must be approved the City of Bloomington Planning and Transportation Department prior to installation.
- 12 - All existing regulatory signs (STOP, YIELD, NO PARKING, etc.) that are owned by the City of Bloomington shall be removed and replaced only by the City of Bloomington Traffic Division. Any regulatory signs removed, or installed, by the permittee are subject to removal or replacement by the Traffic Division with Permittee being billed for time and materials.



Emily Herr



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2021

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago Office 200 E. Randolph 12th Floor Chicago, IL 60601 1-312-381-1000	<b>CONTACT NAME:</b> Grant Greeno <b>PHONE (A/C. No. Ext):</b> 312-381-1714 <b>E-MAIL ADDRESS:</b> grant.greeno@aon.com <b>FAX (A/C. No):</b>														
<b>INSURED</b> F.A. Wilhelm Construction Co., Inc. 3914 Prospect Street Indianapolis, IN 46203	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: PHOENIX INS CO</td> <td>25623</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D: TRAVELERS IND CO OF AMER</td> <td>25666</td> </tr> <tr> <td>INSURER E: INDIAN HARBOR INS CO</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PHOENIX INS CO	25623	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: XL SPECIALTY INS CO	37885	INSURER D: TRAVELERS IND CO OF AMER	25666	INSURER E: INDIAN HARBOR INS CO	36940	INSURER F:	
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INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 62093567

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Exp, Collapse, Undgr GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTN-CO-8N803481-20	08/01/20	08/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VTJ-CAP-161D7679-20	08/01/20	08/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00063497LI20A	08/01/20	08/01/21	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB-2N106314-20-25-K	08/01/20	08/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Contractors Professional & Pollution Legal Liability			CEO742107902	08/01/20	08/01/21	Per Claim 15,000,000 Policy Aggregate 25,000,000

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

RE: Sidewalk Closing

Where required by written contract City of Bloomington Planning and Transportation shall be named as an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington Planning and Transportation Department 401 N. Morton Street, Suite 130 Bloomington, IN 47402 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)

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k.robby  
62093567



## ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc. Chicago Office		
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

**Excess Tower**

Insurer(s) Affording Coverage Endurance	NAIC #
American Insurance Company	10641
The Ohio Casualty Insurance Company	24074
Travelers Property Casualty Co of America	25674

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
Excess Liability	XSC30001891400	08/01/2020	08/01/2021	\$15M x \$10M
Excess Liability	ECO(21)61584850	08/01/2020	08/01/2021	\$25M x \$25M
Excess Liability	ZUP-51N18761-20-NF	08/01/2020	08/01/2021	\$25M x \$50M



**BOND**  
**(License or Permit - Continuous)**

Bond No. 107427721

KNOW ALL MEN BY THESE PRESENTS:

THAT WE F.A. Wilhelm Construction Company, Inc. as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of Indiana, as Surety, are held and firmly bound unto The City of Bloomington, as Obligee, in the penal sum of Five thousand dollars and zero cents (\$5,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Sidewalk Closure.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on May 4, 2021.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this May 4, 2021.

F.A. Wilhelm Construction Company, Inc.

By: Brittney Turner  
Brittney Turner, Secretary & Treasurer Principal  
Travelers Casualty and Surety Company of America

By: Thomas J. Mitchell  
Thomas J. Mitchell Attorney-in-fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas J. Mitchell** of **LOUISVILLE, Kentucky**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

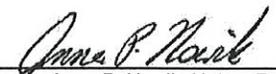
By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

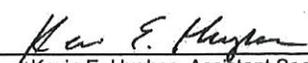
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4<sup>th</sup> day of May, 2021.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request from Messer Construction for Sidewalk Closure on N. Park Avenue between E. 9th and E. 10 <sup>th</sup> (June 01, 2021- June 30, 2022)
<b>Staff Representative:</b>	Emily Herr
<b>Petitioner/Representative:</b>	Joseph Gruensfelder, Project Manager, Messer Construction Co.
<b>Date:</b>	5/25/2021

---

Messer Construction is requesting to close the east sidewalk of N. Park Avenue between E. 9th and E. 10th Streets from 6/1/2021 - 6/30/2022 for renovations to the IU Collins Living-Learning Center dorm. The sidewalk closure would be used as the primary access to remove trash from Edmondson Hall within the Collins Living-Learning Center. Messer Construction is proposing a sidewalk detour to redirect pedestrians to the west sidewalk of N. Park Avenue at the intersections of E 9th and E 10th. The permit would also include reconstructing 930 SF of sidewalk along N. Park Avenue toward the end of the project. A shorter duration sidewalk closure would take place along N. Woodlawn Avenue to replace 441 SF of sidewalk panels and dates would be coordinated with Engineering staff.



# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 541 N Woodlawn (500 N Park)

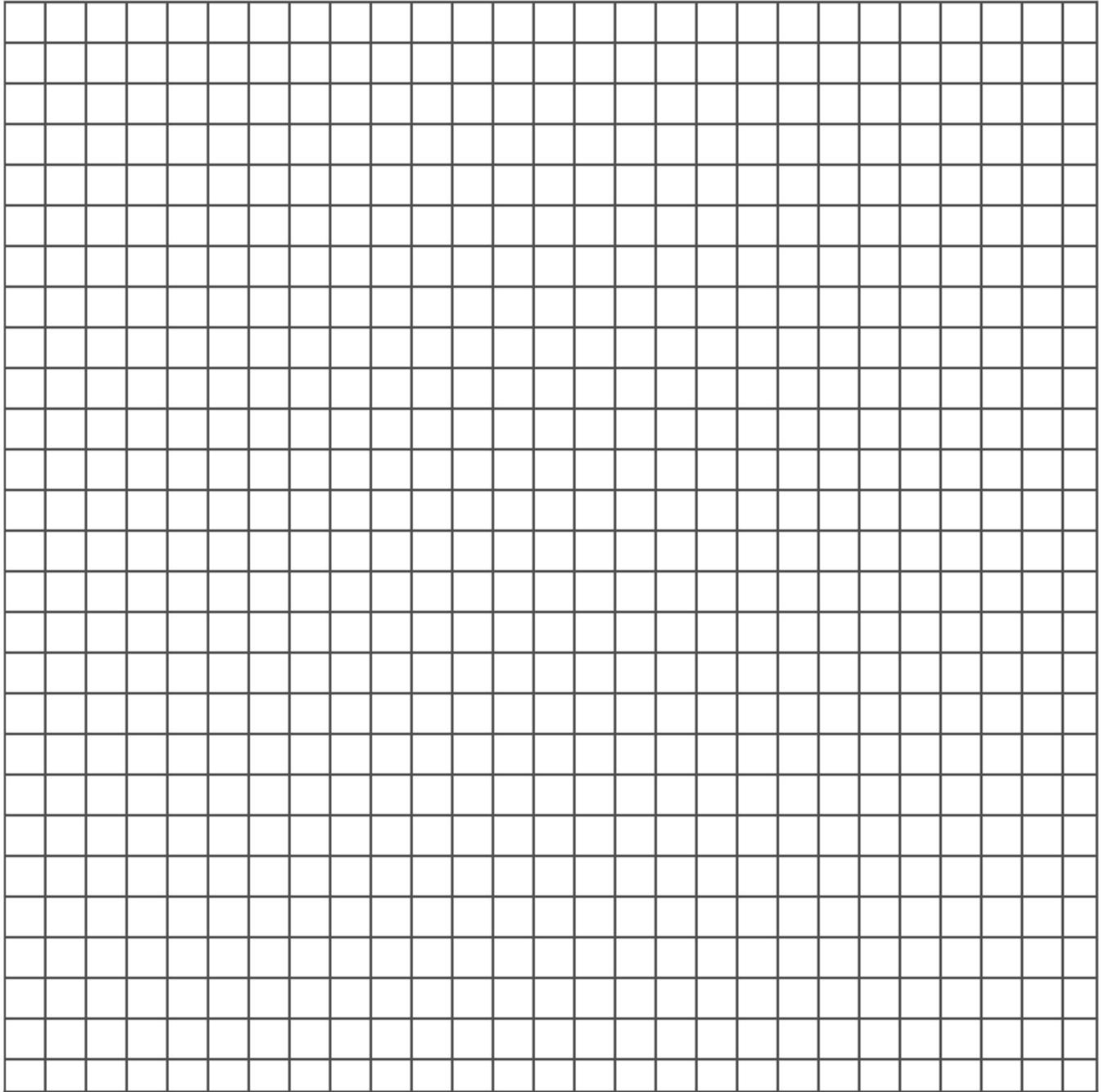
<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Joe Gruensfelder</u></p> <p>E-MAIL: <u>jgruensfelder@messer.com</u></p> <p>COMPANY: <u>Messer Construction</u></p> <p>ADDRESS: <u>2445 N Meridian St</u></p> <p>CITY, STATE, ZIP: <u>Indianapolis, IN 46208</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Joe Gruensfelder</u></p> <p>24-HR CONTACT PHONE #: <u>317-995-9425</u></p> <p>INSURANCE #*: _____ COMPANY: _____</p> <p>BOND #*: _____ COMPANY: _____</p> <p><small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: _____</p> <p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): <u>IU Collins Living Learning Center Reno</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>East sidewalk on Park between 500-589</u></p> <p>1ST INTERSECTING STREET NAME: <u>Park and 10th</u></p> <p>2ND INTERSECTING STREET NAME: <u>Park and 9th</u></p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: <u>6/1/2021</u> END DATE: <u>6/30/2022</u> # OF DAYS*: <u>395</u></p> <p>STREET NAME 2: _____</p> <p>1ST INTERSECTING STREET NAME: _____</p> <p>2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: _____ END DATE: _____ # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p><b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: <u>24/7</u> AM - _____ PM</p> <p><small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process</small></p> <p><small>BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD</p> <p><input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES</p> <p><input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b></p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p><b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b></p> <p>PROJECT NAME: <u>IU Collins Living/Learning Reno</u></p> <p>PROJECT #: <u>20191775 - BL000B</u></p> <p>PROJECT MGR.: <u>Chad Schaeffer</u></p> <p>PROJECT MGR. #: <u>812-855-6571</u></p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small></p> <p><b>G. EXCAVATIONS:</b></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS : _____</p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____</p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: _____</p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: _____</p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: <u>~1371 SF</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p>#RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>Indiana 811</b></p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p><small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small></p> <p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p><small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small></p> <p><small>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</small></p> <p>PRINT NAME: <u>Joe Gruensfelder</u></p> <p>SIGNATURE: <u><i>Joseph Gruensfelder</i></u></p> <p>DATE: <u>5/18/2021</u></p>
---	---

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  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) 349-3423.
- 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:

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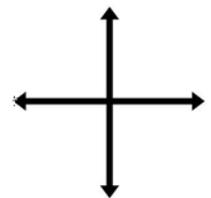
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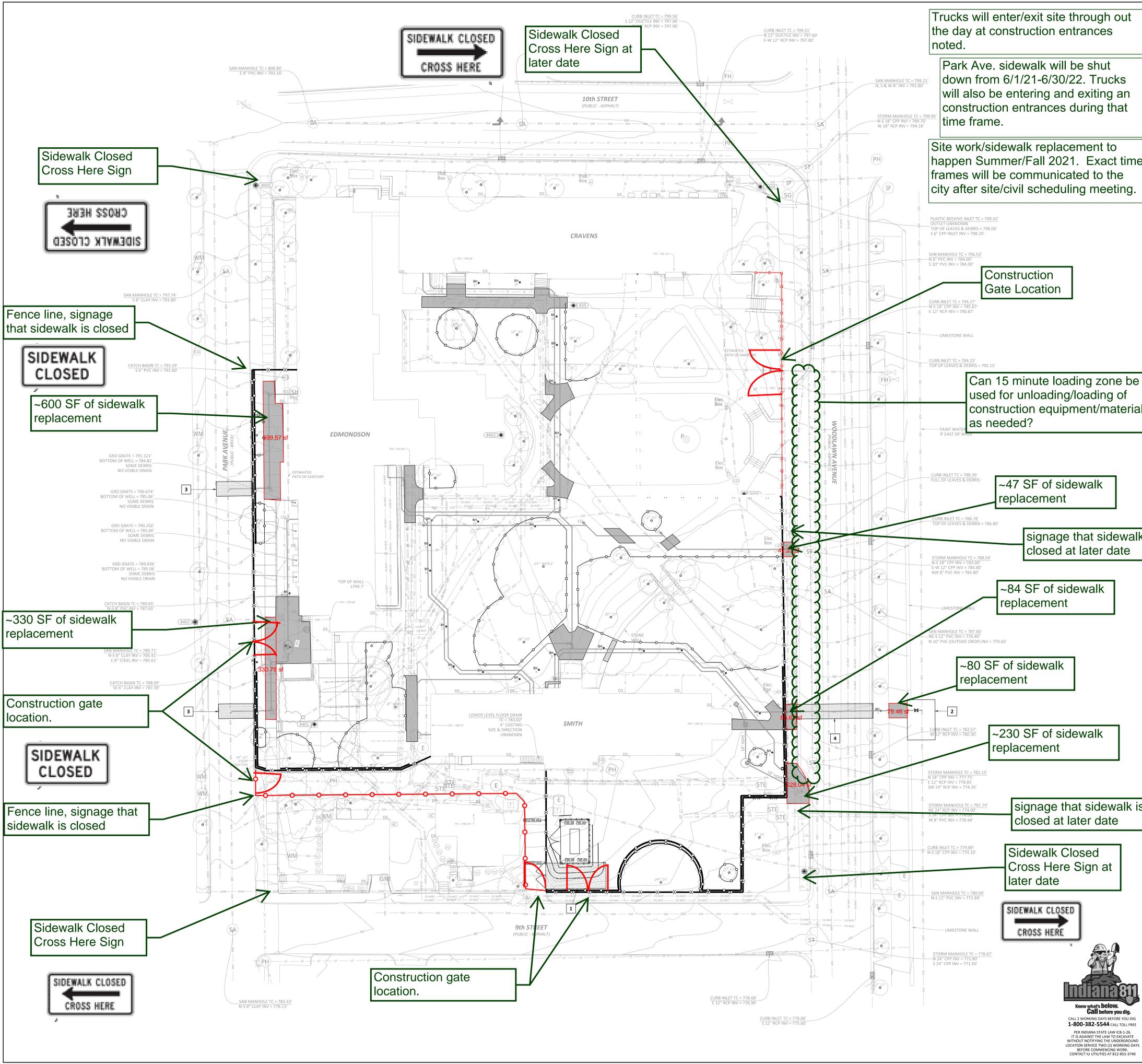
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Additional Temporary Traffic Control Resource(s):

MUTCD [https://mutcd.fhwa.dot.gov/htm/2009/part6/part6\\_toc.htm](https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm)



Trucks will enter/exit site through out the day at construction entrances noted.

Park Ave. sidewalk will be shut down from 6/1/21-6/30/22. Trucks will also be entering and exiting an construction entrances during that time frame.

Site work/sidewalk replacement to happen Summer/Fall 2021. Exact time frames will be communicated to the city after site/civil scheduling meeting.

Construction Gate Location

Can 15 minute loading zone be used for unloading/loading of construction equipment/material as needed?

~47 SF of sidewalk replacement

signage that sidewalk is closed at later date

~84 SF of sidewalk replacement

~80 SF of sidewalk replacement

~230 SF of sidewalk replacement

signage that sidewalk is closed at later date

Sidewalk Closed Cross Here Sign at later date

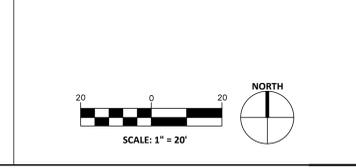


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  - AREAS DISTURBED DURING DEMOLITION, CONSTRUCTION, AND GRADING ACTIVITIES SHALL BE RESTORED TO PRE-EXISTING CONDITIONS OR BETTER, UNLESS NOTED OTHERWISE.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION AND RESTORATION WORK NECESSARY IN ORDER TO COMPLETE THE PROJECT AS DESIGNED.
  - CONTRACTOR SHALL PROTECT ALL EXISTING PLANTINGS NOT SCHEDULED FOR REMOVAL. CONTRACTOR SHALL SAW CUT TREE ROOTS THAT CROSS TRENCH EXCAVATIONS AT TRENCH LIMITS WITH A DIAMOND BLADE PRIOR TO TRENCHING. CONTRACTOR TO COORDINATE WITH THE IU ARBORIST IN ADVANCE OF PERFORMING WORK.
  - ALL DISTURBED AREAS SHALL RECEIVE 6" OF TOP SOIL AND SOD OR BE IMPROVED AS NOTED OTHERWISE. A SOD NOTCH SHALL BE PROVIDED AT THE INTERFACE WITH EXISTING TURF. REFER TO DETAIL.
  - CONTRACTOR SHALL REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION PLANS FOR ADDITIONAL UTILITY MODIFICATIONS AND NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
  - CONTRACTOR SHALL HAND EXCAVATE OR VACUUM EXCAVATE TO LOCATE ALL EXISTING UTILITIES THAT ARE CROSSING DESIGNED IMPROVEMENTS, INCLUDING WATER LINES. PROVIDE TEMPORARY SUPPORTS FOR ANY EXISTING UTILITIES THAT CROSS PIPE TRENCHES.

- ### PLAN NOTES
- TEMPORARY CONSTRUCTION ENTRANCE. REFER TO DETAIL.
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  - BRICK PAVEMENT PATCH. REFER TO DETAIL 1/CS01. COORDINATE WITH CITY OF BLOOMINGTON.
  - ASPHALT PAVEMENT PATCH. REFER TO DETAIL 14/CS01. COORDINATE WITH CITY OF BLOOMINGTON.



- ### LEGEND
- FILTER SOOK
  - TREE PROTECTION FENCE
  - LIMITS OF CONCRETE WALK REMOVAL AND RESTORATION
  - LIMITS OF ASPHALT PAVEMENT REMOVAL AND RESTORATION
  - LIMITS OF BRICK PAVEMENT REMOVAL AND RESTORATION
  - LIMITS OF CONCRETE CURB REMOVAL AND RESTORATION
  - LIMITS OF RETAINING WALL REMOVAL AND RESTORATION
  - TEMPORARY CONSTRUCTION FENCE



**INDIANA UNIVERSITY**

Project No: 20191775 - BL000B  
COLLINS CENTER RENOVATION  
(EDMONDSON, CRAVENS, SMITH)  
54 N. WOODLAWN AVENUE  
BLOOMINGTON, IN 47405

#	Date	ISSUED FOR CONSTRUCTION	Description
1	MARCH 2021	ISSUED FOR CONSTRUCTION	

NORTH

KEYPLAN

DRAWING NORTH

**VPS ARCHITECTURE**

528 Main Street - Suite 400 Evansville Indiana 47708  
P (812) 423-7729 F (812) 425-4561  
www.vpsarch.com

**BRCU**

Indiana University  
Project Title:  
**20191775 - BL000B  
Collins Center Renovation  
(Edmondson, Cravens, Smith)  
Bloomington, IN 47405**

Drawing Title:  
**SITE PREPARATION AND  
RESTORATION PLAN**

Project No: 20191775  
VPS Project No: 2019031.00  
Project Date: MARCH 2021

3/30/2021

**C201**

Know what's below.  
Call before you dig.  
CALL 2 WORKING DAYS BEFORE YOU DIG  
1-800-382-5544 CALL TOLL FREE

PER INDIANA STATE LAW (CS-1-36):  
IT IS AGAINST THE LAW TO EXCAVATE  
WITHOUT NOTIFYING THE UNDERGROUND  
LOCATION SERVICE TWO (2) WORKING DAYS  
BEFORE COMMENCING WORK.  
CONTACT US UTILITIES AT 812-855-3740



### Collins Living-Learning Center

5.0 ★★★★★ 6 reviews  
Student housing center

- Directions
- Save
- Nearby
- Send to your phone
- Share

541 N Woodlawn Ave, Bloomington, IN 47408

Located in: Indiana University Bloomington

Open now: 8AM-12AM

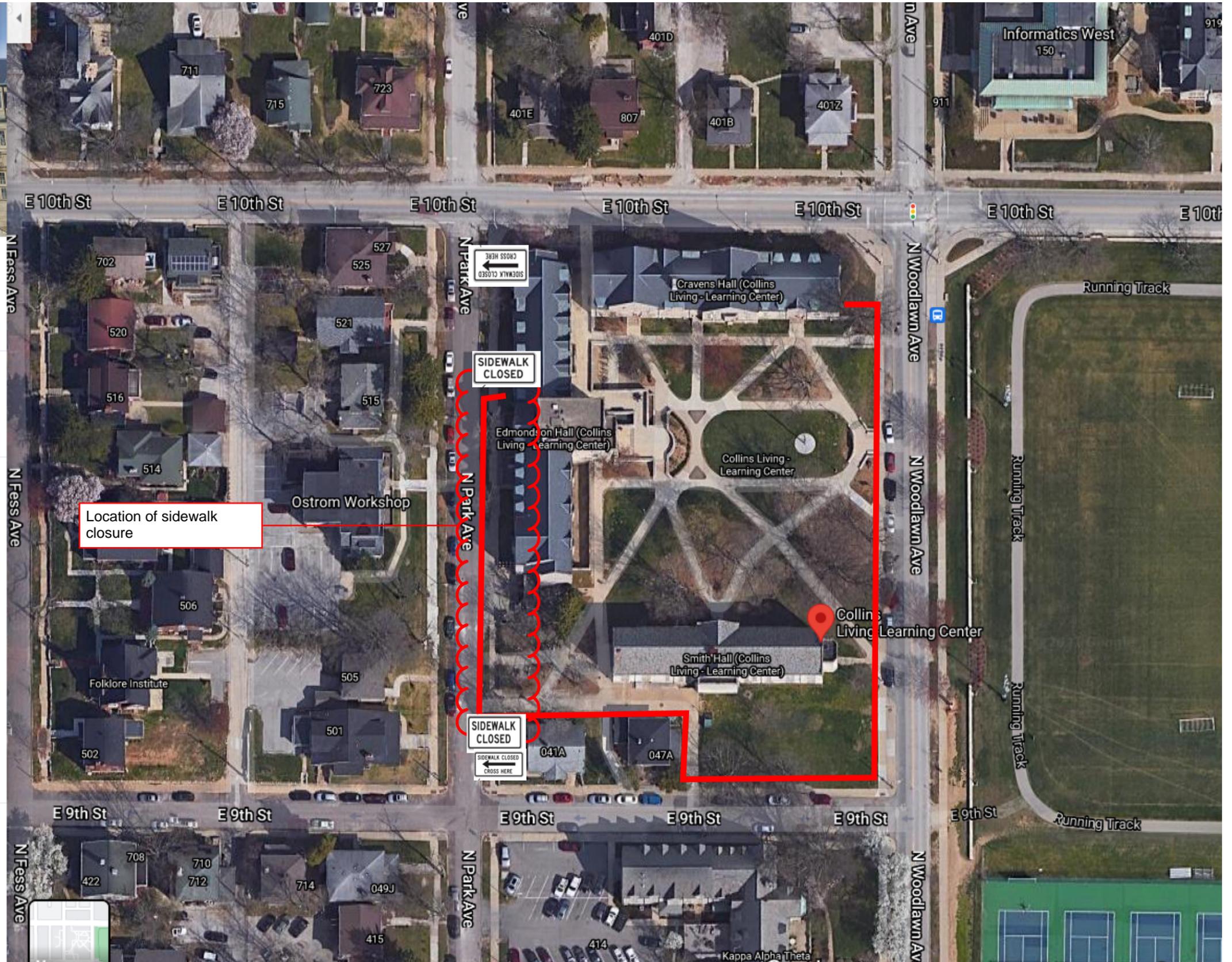
indiana.edu

(812) 855-5553

5FCG+8G Bloomington, Indiana

Suggest an edit

#### Photos





**WeAreBuilding.**

Date: March 18, 2021

Via Electronic Delivery

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

Re: Park Ave. Sidewalk Closure Request

Dear Board Members:

Indiana University ("IU") has awarded Messer Construction the Collins Center Renovation project consisting of Edmondson, Cravens, and Smith dormitories. In order to facilitate the renovation of these building, Messer Construction is respectfully requesting the temporary closure of the east sidewalk on Park Ave. between 9<sup>th</sup> St. and 10<sup>th</sup> St., in accordance with the attached Management of Traffic Plan. Messer is requesting this closure from June 1, 2021 through June 30, 2022.

Kind regards,

A handwritten signature in blue ink that reads "Joseph Gruensfelder". The signature is written in a cursive, flowing style.

Joseph Gruensfelder  
Project Manager

Messer Construction  
2445 N. Meridian St.  
Indianapolis, IN 46208  
Office: 317-576-9250



**WeAreBuilding.**

Date: March 18, 2021

Via Mail Box or Electronic Delivery

Re: Park Ave. Sidewalk Closure Request

Dear Resident:

Indiana University (“IU”) has awarded Messer Construction the Collins Center Renovation project consisting of Edmondson, Cravens, and Smith dormitories. In order to facilitate the renovation of these building, Messer Construction is respectfully requesting the temporary closure of the east sidewalk on Park Ave. between 9<sup>th</sup> St. and 10<sup>th</sup> St., in accordance with the attached Management of Traffic Plan. Messer is requesting this closure from June 1, 2021 through June 30, 2022.

There will be a Bloomington Board of Public Works meeting held via zoom on 5/25/2021 from 5:30 PM – 7:30 PM. If you have any questions or concerns about the sidewalk closure they could be brought to the board’s attention at this meeting. You can access the meeting with the information below.

Board of Public Works Meeting

5/25/2021

5:30 PM - 7:00 PM

Join Zoom Meeting

<https://bloomington.zoom.us/j/96084506947?pwd=UFhmWVRkM2VydnA4WkxsSVg2UVdEdz09>

Meeting ID: 960 8450 6947 Passcode: 413890 Meeting ID: 960 8450 6947 Passcode: 413890

Find your local number: <https://bloomington.zoom.us/u/apsH5hiGk>

Kind regards,

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Joseph Gruensfelder

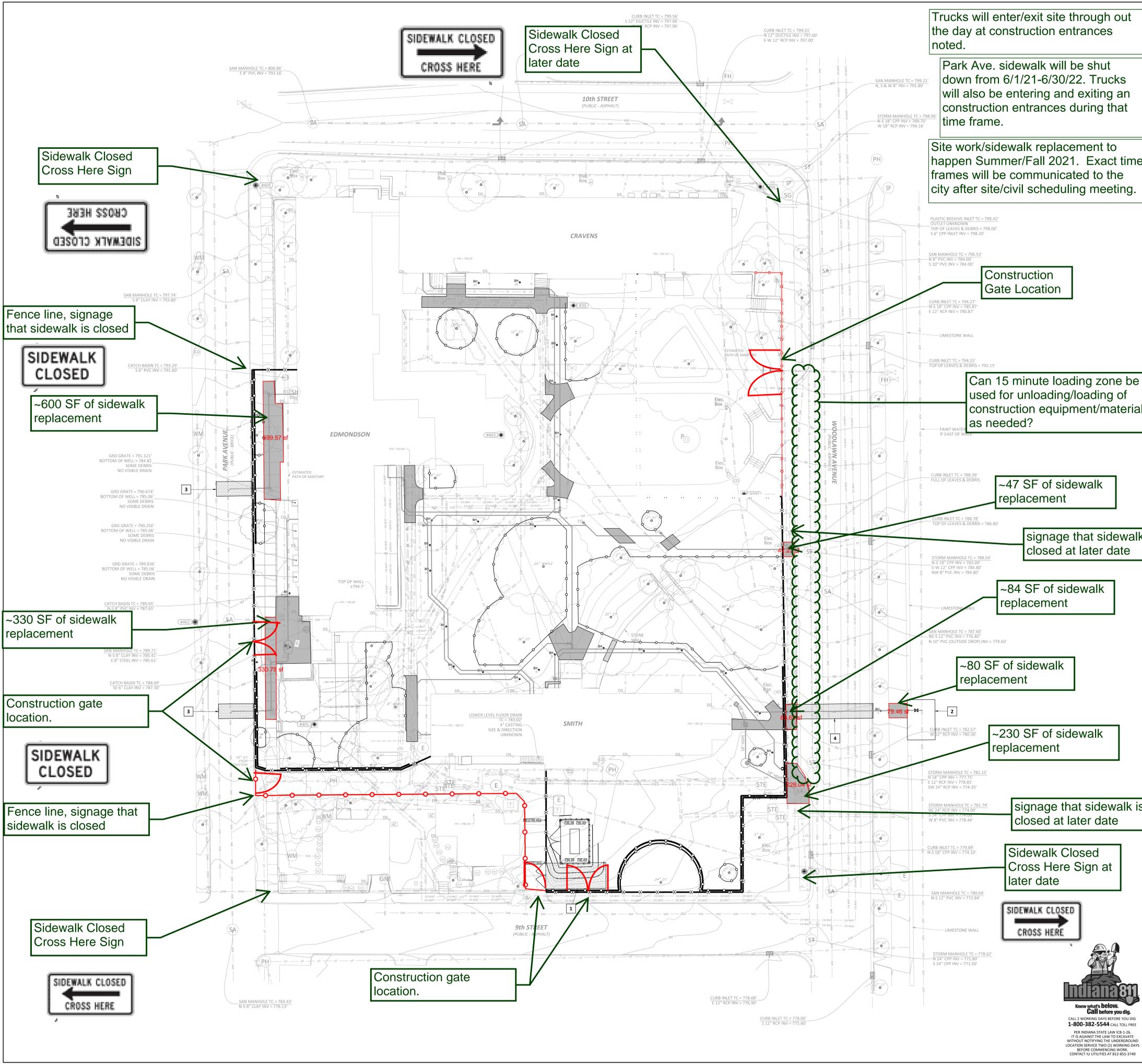
Project Manager

Messer Construction

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Indianapolis, IN 46208

Office: 317-576-9250



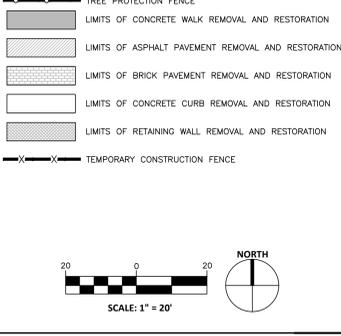
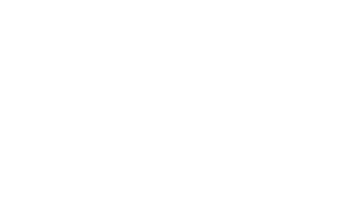
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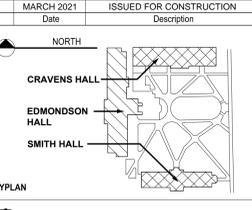
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#	Date	ISSUED FOR CONSTRUCTION	Description
1	MARCH 2021	ISSUED FOR CONSTRUCTION	



**VPS ARCHITECTURE**  
 528 Main Street - Suite 400 Evansville Indiana 47708  
 P (812) 423-7729 F (812) 425-4561  
 www.vpsarch.com

**Indiana University**  
 Project Title:  
**20191775 - BL000B**  
**Collins Center Renovation**  
 (Edmondson, Cravens, Smith)  
 Bloomington, IN 47405  
 Drawing Title:  
**SITE PREPARATION AND RESTORATION PLAN**

**BRCU**  
 BRUC PROJECT NO. 1036  
 1351 West Tappan Road Bloomington, Indiana 47403  
 LAND SURVEYORS - CIVIL ENGINEERS - G.S.  
 Phone: 812-336-8277 www.brcu.com

Project No: 20191775  
 VPS Project No: 2019031.00  
 Project Date: MARCH 2021

3/30/2021

**C201**





### Collins Living-Learning Center

5.0 ★★★★★ 6 reviews  
Student housing center

- Directions
- Save
- Nearby
- Send to your phone
- Share

541 N Woodlawn Ave, Bloomington, IN 47408

Located in: Indiana University Bloomington

Open now: 8AM-12AM

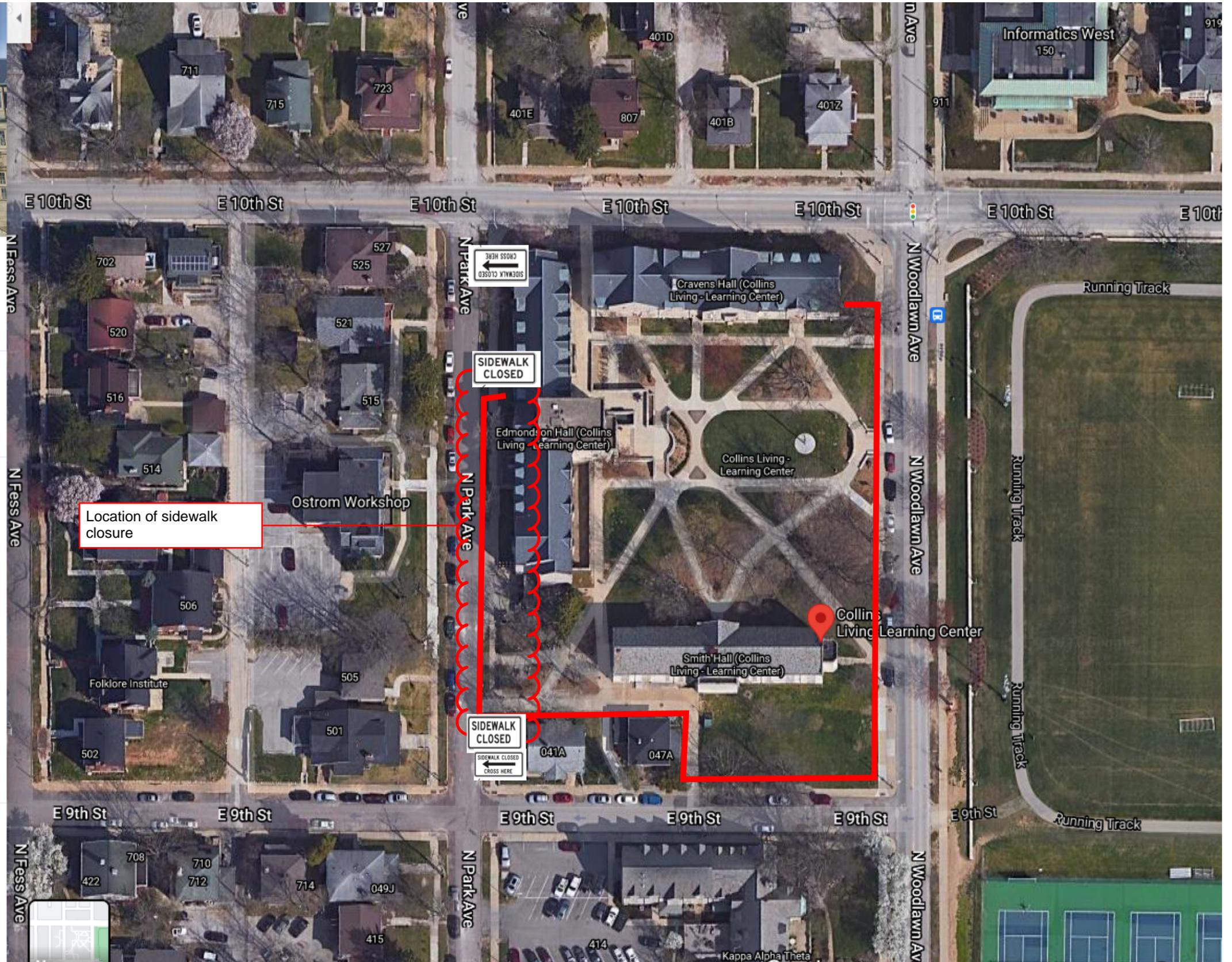
indiana.edu

(812) 855-5553

5FCG+8G Bloomington, Indiana

Suggest an edit

#### Photos





## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request from Strauser Construction Co., Inc. for right of way use
<b>Staff Representative:</b>	Paul Kehrberg
<b>Petitioner/Representative:</b>	Ryan Strauser, Strauser Construction Co., Inc.
<b>Date:</b>	May 25, 2021

---

**Report:** Strauser Construction Co., Inc. is constructing a new building at the northeast corner of E 19<sup>th</sup> St and N Lincoln St. They are requesting various uses of the right of way for temporary fencing, sidewalk closures, and lane restrictions. The fencing will be around the site and in the right of way. The sidewalks which will be closed are the only sidewalks in the area, and do not connect to other sidewalks.

The following is their plan:

- Install temporary fencing around the construction site. Fencing would be installed June 14, 2021 and removed by June 14, 2022.
- Install utilities connections in both 19th Street and Lincoln Street. The work is tentatively planned for July and early August 2021.
- Install new curbs and sidewalks along the edge of the property on 19th & Lincoln Streets. This work would be completed during May and June of 2022.
- Install asphalt pavement patching as shown in the approved construction drawings. This work would be completed during June or July of 2022.

Strauser Construction has supplied site plans and maintenance of traffic plans.

May 20, 2021

**City of Bloomington - Board of Public Works**

401 N. Morton Street  
Bloomington, IN 47404

**RE: 19<sup>th</sup> & Lincoln - Apartments**  
**301 E. 19<sup>th</sup> Street**  
**Bloomington, Indiana**  
*Temporary Fencing & Closures for Utility Construction*

Dear Board Members:

Strauser Construction Co., Inc. is currently planning a project at 301 E. 19<sup>th</sup> Street that consists of the construction of a new 5-story building located on 3 lots at the corner of 19<sup>th</sup> & Lincoln Streets. The building will consist of ground level amenity space, covered parking for residents, and 4 levels of residential apartment units.

As part of the project, Strauser Construction Co., Inc. is requesting the use of the right of way for installation of new utilities, installation of new sidewalks, and the placement of temporary fencing during construction. This use of right of way is needed to provide a safe barrier during construction, upgrade the pedestrian sidewalk system around the property, as well as connect the new building to the existing City utility infrastructure.

An outline of the request with logistics detailed in the attached MOT plan are as follows:

- 1) Install temporary fencing around the construction site. Fencing would be installed June 14, 2021 and removed by June 14, 2022.
- 2) Install utilities connections in both 19<sup>th</sup> Street and Lincoln Street. We currently plan to do this work in the street during July and early August 2021.
- 3) Install new curbs and sidewalks along the edge of the property on 19<sup>th</sup> & Lincoln Streets. This work would be completed during May and June of 2022.
- 4) Install asphalt pavement patching as shown in the approved construction drawings. This work would be completed during June or July of 2022.

During the course of this project Strauser Construction Co., Inc. is dedicated to working with and coordinating with the City of Bloomington, City of Bloomington Utilities, City Law Enforcement and City Transit Providers to assure that all restrictions are well communicated and planned in advance. Based on this and the attached MOT information, Strauser Construction Co., Inc. request that the Board of Public works approves the restrictions and use of the right of way during the time periods stated above.

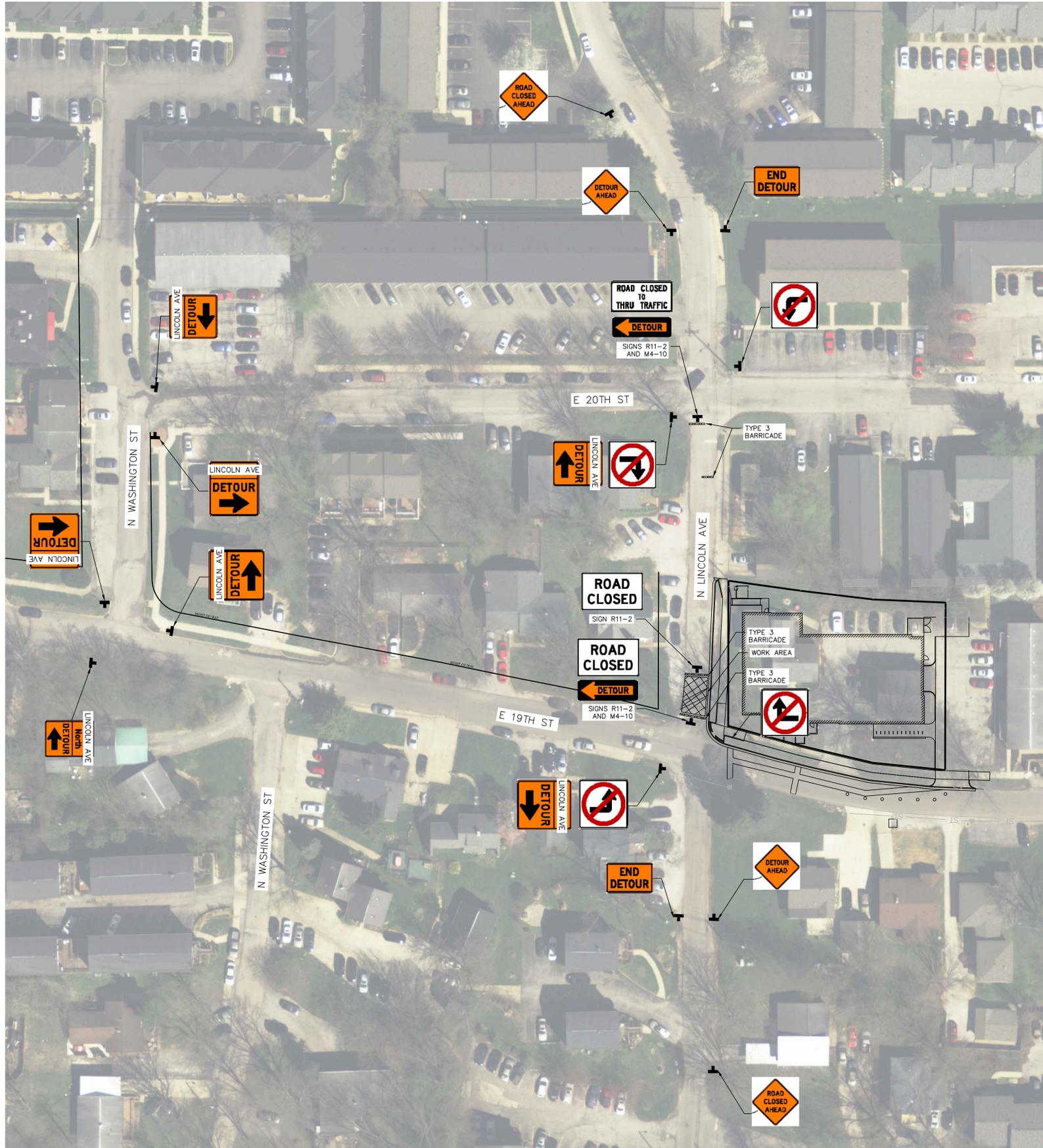
Sincerely,

*Ryan M. Strauser*

**Ryan M. Strauser**  
RA, AIA, LEED AP

**Strauser Construction Co., Inc.**  
453 S. Clarizz Blvd.  
Bloomington, IN 47401





MAINTENANCE OF TRAFFIC PLAN FOR N LINCOLN AVE UTILITY WORK

**MAINTENANCE OF TRAFFIC NOTES**

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE. THIS PLAN IS BASED OFF OF TYPICAL APPLICATION 20 IN THE MANUAL.
2. THIS PLAN IS FOR WORKING HOURS DURING THE DAY ONLY. AFTER WORK CEASES FOR THE DAY, CONTRACTOR TO REOPEN ROADWAY WITH STEEL PLATES OR OTHER CITY APPROVED METHOD THAT ALLOWS FOR SAFE TRAVEL OF MOTORISTS AND CYCLISTS ACROSS THE WORK ZONE.



11/10/2020

301 E 19TH STREET  
APARTMENTS  
BLOOMINGTON, INDIANA

REVISIONS	BY	DATE

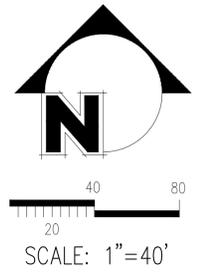
DESIGNED KS/KK	DRAFTED KS/KK	CHECKED KS/KK	DATE
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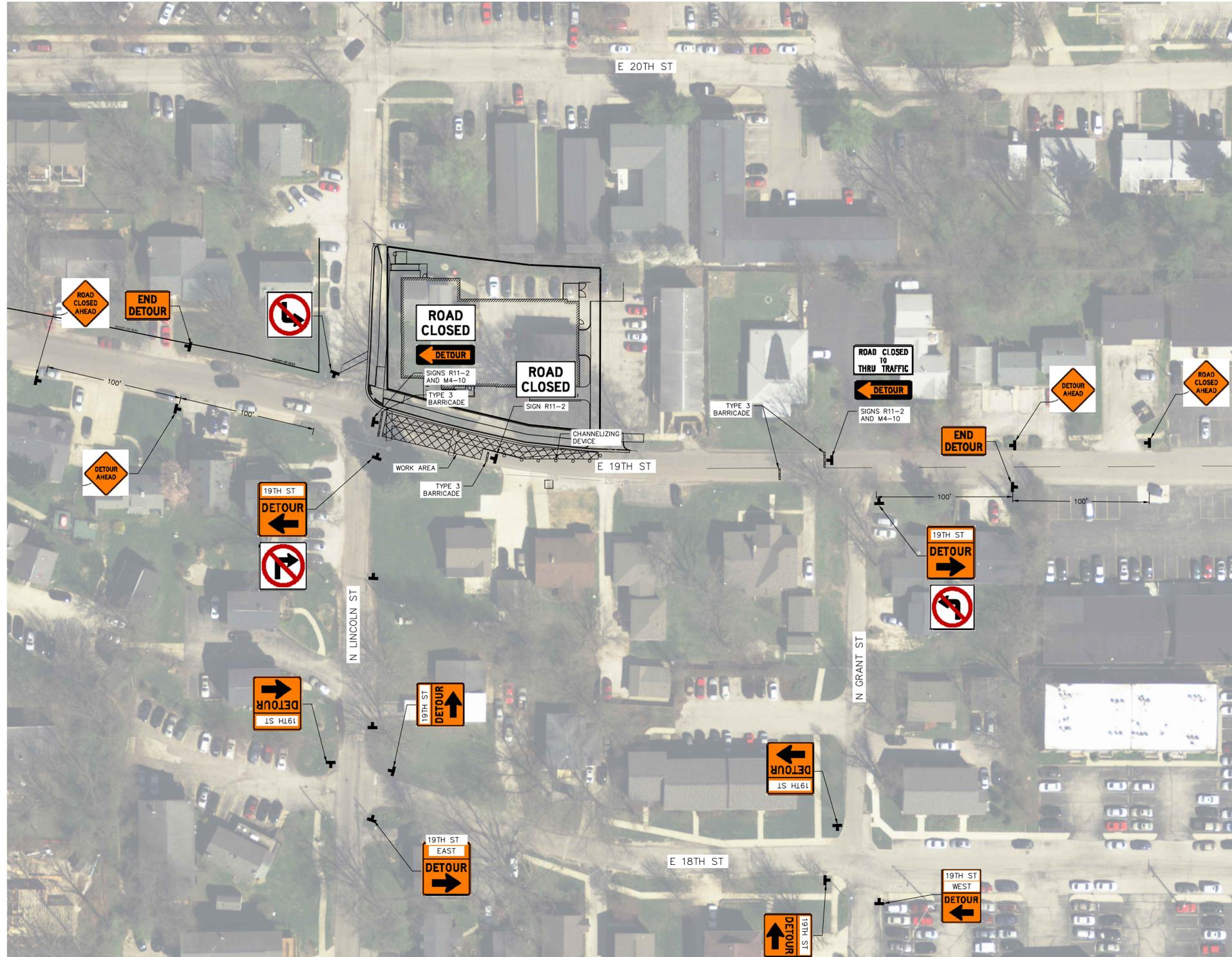
JOB NUMBER  
**6090**

SHEET  
**11 OF 18**

DATE  
11/30/2020

MAINTENANCE OF TRAFFIC PLAN - N LINCOLN AVE





MAINTENANCE OF TRAFFIC PLAN FOR E 19TH ST UTILITY WORK

**MAINTENANCE OF TRAFFIC NOTES**

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE. THIS PLAN IS BASED OFF OF TYPICAL APPLICATION 20 IN THE MANUAL.
2. THIS PLAN IS FOR WORKING HOURS DURING THE DAY ONLY. AFTER WORK CEASES FOR THE DAY, CONTRACTOR TO REOPEN ROADWAY WITH STEEL PLATES OR OTHER CITY APPROVED METHOD THAT ALLOWS FOR SAFE TRAVEL OF MOTORISTS AND CYCLISTS ACROSS THE WORK ZONE.



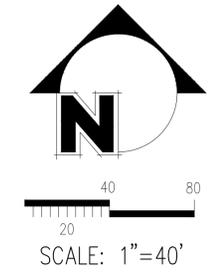
11/10/2020

301 E 19TH STREET  
APARTMENTS  
BLOOMINGTON, INDIANA

REVISIONS	BY	DATE

DESIGNED KS/KK	DRAFTED KS/KK	CHECKED KS/KK	DATE
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JOB NUMBER  
**6090**  
SHEET  
**12 OF 18**  
DATE  
11/30/2020  
MAINTENANCE OF TRAFFIC PLAN - E 19TH ST





- 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) 349-3423.
- 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>



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
Account <b>43430 - Animal Adoption Fees</b>				
Virgilio Pizarro	01-refund adoption fee/rabbies vac-canine-5/7/21		05/28/2021	75.00
	Account <b>43430 - Animal Adoption Fees</b> Totals	--	Invoice 1	<u>\$75.00</u>
Account <b>43460 - Medical</b>				
Virgilio Pizarro	01-refund adoption fee/rabbies vac-canine-5/7/21		05/28/2021	15.00
	Account <b>43460 - Medical</b> Totals	--	Invoice 1	<u>\$15.00</u>
Account <b>52210 - Institutional Supplies</b>				
4136 - C. Specialties, INC	01-leashes		05/28/2021	288.00
4136 - C. Specialties, INC	01-cat carriers, leashes, food trays		05/28/2021	1,183.16
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-5/7/21		05/28/2021	139.96
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-5/1/21		05/28/2021	352.62
4633 - Midwest Veterinary Supply, INC	01-syringes-4/21/21		05/28/2021	135.48
4633 - Midwest Veterinary Supply, INC	01-tongue depressers, antibiotics, anti parasitics-4/13/21		05/28/2021	140.41
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L, XL)-4/13/21		05/28/2021	204.63
4633 - Midwest Veterinary Supply, INC	01-pain meds, antibiotics, syringes-4/21/21		05/28/2021	244.93
4666 - Zoetis, INC	01-canine respiratory vaccine-Vanguard Rapid Resp		05/28/2021	481.50
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-5/7/21		05/28/2021	249.50
	Account <b>52210 - Institutional Supplies</b> Totals	--	Invoice 10	<u>\$3,420.19</u>
Account <b>52310 - Building Materials and Supplies</b>				
394 - Kleindorfer Hardware & Variety	01-pipe wrench, curtain rings		05/28/2021	25.97
	Account <b>52310 - Building Materials and Supplies</b> Totals	--	Invoice 1	<u>\$25.97</u>
Account <b>52340 - Other Repairs and Maintenance</b>				



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

313 - Fastenal Company	01-laundry detergent-5/4/21	05/28/2021	52.48
313 - Fastenal Company	01-laundry detergent, towels, trash bags-4/26/21	05/28/2021	388.73
<b>Account 52340 - Other Repairs and Maintenance Totals</b>		Invoice 2	<u>\$441.21</u>
		..	
<b>Account 52430 - Uniforms and Tools</b>			
54558 - The Uniform House, INC	01-scrub top-Eppley-5/7/21	05/28/2021	12.60
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 1	<u>\$12.60</u>
		..	
<b>Account 53130 - Medical</b>			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 4/14-5/5/21	05/28/2021	3,596.00
50771 - Bloomington Veterinary Medicine, PC	01-discount applied to invoices-3/16-4/26/21	05/28/2021	(173.68)
50771 - Bloomington Veterinary Medicine, PC	01-s/n surgeries, emergency services, diagnostics-3/6-3/16/21	05/28/2021	1,297.58
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-12/15/20	05/28/2021	277.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-s/n surgeries, x-rays, other surgeries-5/4/21	05/28/2021	825.75
<b>Account 53130 - Medical Totals</b>		Invoice 5	<u>\$5,822.65</u>
		..	
<b>Account 53220 - Postage</b>			
4487 - PMB East, INC (PakMail)	01-BOH shipping-5/6/21	05/28/2021	22.82
<b>Account 53220 - Postage Totals</b>		Invoice 1	<u>\$22.82</u>
		..	
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-April 2021	05/12/2021	440.39
<b>Account 53530 - Water and Sewer Totals</b>		Invoice 1	<u>\$440.39</u>
		..	
<b>Account 53540 - Natural Gas</b>			
222 - Vectren	01-ACC-gas bill 4/5-5/4/21	05/19/2021	214.55
<b>Account 53540 - Natural Gas Totals</b>		Invoice 1	<u>\$214.55</u>
		..	
<b>Program 010000 - Main Totals</b>		Invoice 24	<u>\$10,490.38</u>
		..	
<b>Program 010001 - Donations Over \$5K</b>			
<b>Account 53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-HTW treatment-5/3/21	05/28/2021	71.29
50771 - Bloomington Veterinary Medicine, PC	01-s/n surgeries, emergency services, diagnostics-3/6-3/16/21	05/28/2021	858.35



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

175 - Monroe County Humane Association, INC	01-diagnostic services-4/14/21	05/28/2021	179.80
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-cytologies, exams, dental surgery-4/27/21	05/28/2021	575.77
6788 - Brian Thunberg (Mobile Animal Surgical Care, Co)	01-surgery follow-ups-4/5/21	05/28/2021	77.53
	Account <b>53130 - Medical</b> Totals	Invoice 5	<u>\$1,762.74</u>
	Program <b>010001 - Donations Over \$5K</b> Totals	Invoice 5	<u>\$1,762.74</u>
	Department <b>01 - Animal Shelter</b> Totals	Invoice 29	<u>\$12,253.12</u>
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>46060 - Other Violations</b>			
John Massarelli	26-refund over payment pkg citation #21201700499	05/28/2021	30.00
	Account <b>46060 - Other Violations</b> Totals	Invoice 1	<u>\$30.00</u>
Account <b>53990 - Other Services and Charges</b>	02-EV Connect Charges	05/17/2021	112.23
3560 - First Financial Bank / Credit Cards	02- Memorial flowers, Background Check for Notary Requirements	05/17/2021	172.32
3560 - First Financial Bank / Credit Cards	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$284.55</u>
Account <b>54510 - Other Capital Outlays</b>	20-Henderson Las Liquid Application System for Brine	05/28/2021	15,737.00
5792 - Clark Truck Equipment Co., INC	Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 1	<u>\$15,737.00</u>
	Program <b>020000 - Main</b> Totals	Invoice 4	<u>\$16,051.55</u>
	Department <b>02 - Public Works</b> Totals	Invoice 4	<u>\$16,051.55</u>
Department <b>03 - City Clerk</b>			
Program <b>030000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	03-batteries (AA, AAA)	05/28/2021	14.62
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<u>\$14.62</u>
	Program <b>030000 - Main</b> Totals	Invoice 1	<u>\$14.62</u>
	Department <b>03 - City Clerk</b> Totals	Invoice 1	<u>\$14.62</u>
Department <b>04 - Economic &amp; Sustainable Dev</b>			
Program <b>040000 - Main</b>			
Account <b>53160 - Instruction</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

3560 - First Financial Bank / Credit Cards	04-Redvelopment Commission Webinar - IN Eco. Dev. Association	05/17/2021	35.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<u>\$35.00</u>
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)	05/28/2021	4,089.13
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	<u>\$4,089.13</u>
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	04-Domain & Email Monthly Subscription - Online Farmers' Market	05/17/2021	46.15
3560 - First Financial Bank / Credit Cards	04-Domain & Email Monthly Subscription - Online Farmers' Market	05/17/2021	24.87
3560 - First Financial Bank / Credit Cards	04 - Monthly Hootsuite Subscription for BEAD - 2021	05/17/2021	5.99
3560 - First Financial Bank / Credit Cards	04-Local Food Marketplace Platform - Online Farmers' Market	05/17/2021	59.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 4	<u>\$136.01</u>
Account <b>53990 - Other Services and Charges</b>			
6515 - Green Camino, INC (Earthkeepers)	04 - Monthly City Composting Fees	05/28/2021	315.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$315.00</u>
	Program <b>040000 - Main</b> Totals	Invoice 7	<u>\$4,575.14</u>
Program <b>04RCVR - Recover Foward</b>			
Account <b>53960 - Grants</b>			
208 - City Of Bloomington Utilities	04-122 S Walnut-Waldron-water/sewer bill-April 2021	05/12/2021	36.34
223 - Duke Energy	04-120 S. Walnut-Waldron-elec chgs 4/1-5/3/21	05/12/2021	283.75
222 - Vectren	04-120 S. Walnut-Waldron-gas bill 4/1-5/3/21	05/12/2021	87.25
	Account <b>53960 - Grants</b> Totals	Invoice 3	<u>\$407.34</u>
Account <b>53970 - Mayor's Promotion of Business</b>			
18844 - First Financial Bank, N.A.	06-FAB Loans - The Bike Shop (Scot Wright)	05/12/2021	25,000.00
	Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 1	<u>\$25,000.00</u>
	Program <b>04RCVR - Recover Foward</b> Totals	Invoice 4	<u>\$25,407.34</u>
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 11	<u>\$29,982.48</u>
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>			
259 - Indiana Association Of Cities & Towns (AIM)	05-2021 Municipal Law Seminar-S. Lucas & H. Lacy	05/28/2021	300.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	\$300.00
<b>Account 53910 - Dues and Subscriptions</b>			
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	05-2021 Membership Dues-S. Lucas	05/28/2021	85.00
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	05-2021 Membership Dues-H. Lacy	05/28/2021	85.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 2	\$170.00
	Program <b>050000 - Main</b> Totals	Invoice 3	\$470.00
	Department <b>05 - Common Council</b> Totals	Invoice 3	\$470.00
<b>Department 06 - Controller's Office</b>			
<b>Program 060000 - Main</b>			
<b>Account 53160 - Instruction</b>			
259 - Indiana Association Of Cities & Towns (AIM)	06- Annual Clerk-Treasurers School - May 18 & 20, 2021 & Budget	05/28/2021	150.00
259 - Indiana Association Of Cities & Towns (AIM)	06- Annual Clerk-Treasurers School - May 18 & 20, 2021 & Budget	05/28/2021	300.00
	Account <b>53160 - Instruction</b> Totals	Invoice 2	\$450.00
<b>Account 53910 - Dues and Subscriptions</b>			
7771 - International Data Base Corp (BidNet Direct)	06-Vendor Registration Tool Subscription fee 2021	05/28/2021	2,000.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$2,000.00
<b>Account 53990 - Other Services and Charges</b>			
5444 - Tyler Technologies, INC	06-Energov Community Development Software	05/28/2021	7,175.00
2128 - Van Ausdall & Farrar, INC	06-OnBase ECM Software installation and training	05/28/2021	4,000.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$11,175.00
	Program <b>060000 - Main</b> Totals	Invoice 5	\$13,625.00
	Department <b>06 - Controller's Office</b> Totals	Invoice 5	\$13,625.00
<b>Department 07 - Engineering</b>			
<b>Program 070000 - Main</b>			
<b>Account 53160 - Instruction</b>			
7763 - Patrick Robert Dierkes	07-Conf Reg. Reimbursement _ITE Virtual Conf. 3-23, 3-24	05/28/2021	199.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	\$199.00
<b>Account 53910 - Dues and Subscriptions</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

3560 - First Financial Bank / Credit Cards	07-Engineering Doxpop Subscription-4/13-5/12/21	05/17/2021	30.00
3560 - First Financial Bank / Credit Cards	07-PE license renewal (2021) - Andrew Cibor, Engineer	05/17/2021	156.55
3560 - First Financial Bank / Credit Cards	07-CREDIT REFUND-Gov Rate--Doxpop Subs-Inv 12225546	05/17/2021	(15.00)
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 3	<u>\$171.55</u>
Account <b>54310 - Improvements Other Than Building</b>			
3163 - Ragle INC	13-Warning Signs Replacement/Relocation-12/16/20- 4/23/21	BC 2021-04 05/28/2021	372.75
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	<u>\$372.75</u>
Program <b>070000 - Main</b> Totals		Invoice 5	<u>\$743.30</u>
Department <b>07 - Engineering</b> Totals		Invoice 5	<u>\$743.30</u>
Department <b>09 - CFRD</b>			
Program <b>090000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	09-gel keyboard wrist support	05/28/2021	12.99
5819 - Synchrony Bank	09-office supplies - chair pad	05/28/2021	20.66
Account <b>52110 - Office Supplies</b> Totals		Invoice 2	<u>\$33.65</u>
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	09-International Downtown Association-DEI Summit/Inclusive Place	05/17/2021	85.00
7765 - Monica M Johnson (M. Johnson Diversity Consulting)	09-CBVN - Inclusive Recruitment Virtual Event - speaker fee	05/28/2021	750.00
Account <b>53160 - Instruction</b> Totals		Invoice 2	<u>\$835.00</u>
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	09-Animoto yearly subscription - department use	05/17/2021	264.00
3560 - First Financial Bank / Credit Cards	09-Zoom departmental account--departmental use- 4/1/21-3/31/22	05/17/2021	149.90
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 2	<u>\$413.90</u>
Program <b>090000 - Main</b> Totals		Invoice 6	<u>\$1,282.55</u>
Department <b>09 - CFRD</b> Totals		Invoice 6	<u>\$1,282.55</u>
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>53120 - Special Legal Services</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

3560 - First Financial Bank / Credit Cards	10-court fees-record request fees	05/17/2021	8.75
7107 - Jawn J Bauer (Bauer & Densford)	10 -legal services Jones collection-4/15 & 4/22/21	05/28/2021	262.50
19660 - Bose McKinney & Evans, LLP	10-2021 Annexation Proceedings-4/13-4/29/21	05/28/2021	5,985.00
	Account <b>53120 - Special Legal Services</b> Totals	Invoice 3	<u>\$6,256.25</u>
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	10- webinar NBI Stormwater Law for Wheeler -4/28/21	05/17/2021	229.00
3560 - First Financial Bank / Credit Cards	10-webinar-Public Contracts-Wheeler	05/17/2021	229.00
	Account <b>53160 - Instruction</b> Totals	Invoice 2	<u>\$458.00</u>
	Program <b>100000 - Main</b> Totals	Invoice 5	<u>\$6,714.25</u>
	Department <b>10 - Legal</b> Totals	Invoice 5	<u>\$6,714.25</u>
Department <b>11 - Mayor's Office</b>			
Program <b>110000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
798 - Winters Associates Promotional Products, INC	11-Innovation at Work pins	05/28/2021	368.10
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$368.10</u>
Account <b>53910 - Dues and Subscriptions</b>			
5954 - The Greater Bloomington Chamber Of Commerce, INC	11-annual membership dues	05/28/2021	1,100.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<u>\$1,100.00</u>
	Program <b>110000 - Main</b> Totals	Invoice 2	<u>\$1,468.10</u>
	Department <b>11 - Mayor's Office</b> Totals	Invoice 2	<u>\$1,468.10</u>
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	12-pens, folders, mailbox \$38.13	05/28/2021	38.13
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<u>\$38.13</u>
Account <b>53320 - Advertising</b>			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12-HT Ads \$504.91	05/28/2021	504.91
	Account <b>53320 - Advertising</b> Totals	Invoice 1	<u>\$504.91</u>
Account <b>53990 - Other Services and Charges</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

6099 - Safe Hiring Solutions	12-background check \$232.80		05/28/2021	232.80
	Account <b>53990 - Other Services and Charges</b> Totals	--	Invoice 1	<u>\$232.80</u>
	Program <b>120000 - Main</b> Totals	--	Invoice 3	<u>\$775.84</u>
	Department <b>12 - Human Resources</b> Totals	--	Invoice 3	<u>\$775.84</u>
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	13-APA Virtual Training-NPC21 Live Plus (A. Farshchi)		05/17/2021	325.00
	Account <b>53160 - Instruction</b> Totals	--	Invoice 1	<u>\$325.00</u>
	Account <b>53310 - Printing</b>	--	..	
5387 - Creative Graphics, INC (dba Baugh Enterprises)	13-7th St & Broadview Cards, Mailing		05/28/2021	300.64
	Account <b>53310 - Printing</b> Totals	--	Invoice 1	<u>\$300.64</u>
	Account <b>53910 - Dues and Subscriptions</b>	--	..	
1103 - American Planning Association, Indiana Chapter	13 - APA Membership & Indiana Chapter for R. Clemens 7/1/21-6/30		05/28/2021	428.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	--	Invoice 1	<u>\$428.00</u>
	Account <b>54310 - Improvements Other Than Building</b>	--	..	
19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp-serv. 3/27-4/30/21	BC 2020-94	05/28/2021	675.00
3163 - Ragle INC	13-Warning Signs Replacement/Relocation-12/16/20-4/23/21	BC 2020-91	05/28/2021	31,551.00
	Account <b>54310 - Improvements Other Than Building</b> Totals	--	Invoice 2	<u>\$32,226.00</u>
	Program <b>130000 - Main</b> Totals	--	Invoice 5	<u>\$33,279.64</u>
	Department <b>13 - Planning</b> Totals	--	Invoice 5	<u>\$33,279.64</u>
Department <b>19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				
Account <b>52310 - Building Materials and Supplies</b>				
4574 - John Deere Financial (Rural King)	19-trash bags for City Hall		05/28/2021	75.96
4574 - John Deere Financial (Rural King)	19-trash bags for City Hall		05/28/2021	151.92
394 - Kleindorfer Hardware & Variety	19 - marking stick, lumber crayons, crayon holder, safety glasse		05/28/2021	44.76
394 - Kleindorfer Hardware & Variety	19 - 6 - Pik Stiks		05/28/2021	113.94
	Account <b>52310 - Building Materials and Supplies</b> Totals	--	Invoice 4	<u>\$386.58</u>



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

**Account 52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facilities Employees	BC 2008-52	05/28/2021	37.91
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facilities Employees	BC 2008-52	05/28/2021	37.91

Account **52430 - Uniforms and Tools** Totals      Invoice 2      \$75.82

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - April 2021		05/12/2021	715.89
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-April 2021		05/12/2021	15.48

Account **53530 - Water and Sewer** Totals      Invoice 2      \$731.37

**Account 53610 - Building Repairs**

7659 - AMC Construction LLC	19- SA Completion of Sidewalk Repairs @ City Hall, INV# 0000001	BC 2021-04	05/28/2021	6,922.50
321 - Harrell Fish, INC (HFI)	19- Quarterly Maintenance for May 2021	BC 2020-75	05/28/2021	1,968.00
392 - Koorsen Fire & Security, INC	19-Service call to reactivate panic button alarm @ City Hall		05/28/2021	316.88
7402 - Nature's Way, INC	19- Plant Maintenance	BC 2020-85	05/28/2021	353.43
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Fleet Maint. Garage for April 2021	BC 2020-102	05/28/2021	1,091.20
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services of Animal care & Control for April 2021	BC 2020-102	05/28/2021	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services of City Hall for April 2021	BC 2020-102	05/28/2021	13,738.12
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services of Sanitation for April 2021	BC 2020-102	05/28/2021	805.29
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services of Street & Traffic dept for April 2021	BC 2020-102	05/28/2021	1,674.42

Account **53610 - Building Repairs** Totals      Invoice 9      \$28,261.10

**Account 53990 - Other Services and Charges**

5819 - Synchrony Bank	19 - Apple 20 W USB-C adapter for Chris Smith		05/28/2021	17.98
5819 - Synchrony Bank	19- OtterBox for Chris Smith		05/28/2021	37.35

Account **53990 - Other Services and Charges** Totals      Invoice 2      \$55.33

Program **190000 - Main** Totals      Invoice 19      \$29,510.20

Department **19 - Facilities Maintenance** Totals      Invoice 19      \$29,510.20

Department **28 - ITS**



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

Program **280000 - Main**  
 Account **52110 - Office Supplies**  
 5819 - Synchrony Bank

28 - White board and markers/eraser pack for Mike Crump	05/28/2021	74.87
<b>Account 52110 - Office Supplies Totals</b>	Invoice 1	\$74.87

Account **53160 - Instruction**  
 3560 - First Financial Bank / Credit Cards

28 - IGIC conference registration_L. Haley_M. Stier_R. Creek	05/17/2021	400.00
<b>Account 53160 - Instruction Totals</b>	Invoice 1	\$400.00

Account **53170 - Mgt. Fee, Consultants, and Workshops**  
 5437 - Columbia Telecommunications Corporation

28-Senior Analyst-9.75 hrs-Inv. date 12/31/20	05/28/2021	1,365.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>	Invoice 1	\$1,365.00

Account **53210 - Telephone**  
 1079 - AT&T

28-CH/off site fac-long distance chgs 05/09/2021-BAN #849494015	05/19/2021	114.13
<b>Account 53210 - Telephone Totals</b>	Invoice 1	\$114.13

Account **53910 - Dues and Subscriptions**  
 3560 - First Financial Bank / Credit Cards

28 - SSL Store Wildcard subscription-5 year certificate	05/17/2021	237.00
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3560 - First Financial Bank / Credit Cards

28 - VMUG two-year subscription	05/17/2021	360.00
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3560 - First Financial Bank / Credit Cards

28 - Zoom Webinar 500 participants monthly proration	05/17/2021	49.67
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3560 - First Financial Bank / Credit Cards

28 - Collaborator added, prorated for remaining 10 months	05/17/2021	201.33
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3560 - First Financial Bank / Credit Cards

28 - Submittable Basic Monthly Subscription 4/27-5/27/21	05/17/2021	119.00
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3560 - First Financial Bank / Credit Cards

28 - Zoom Standard Biz Annual proration 4/9/21-5/19/21	05/17/2021	67.36
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3560 - First Financial Bank / Credit Cards

28 - Zoom 500 participants, webinar, 500GB cloud 4/20-5/19/21	05/17/2021	430.00
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3560 - First Financial Bank / Credit Cards

28 - Google domain reg. - bloomington.dev & bton.in	05/17/2021	24.00
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3560 - First Financial Bank / Credit Cards

28 - Google API April 1-30, 2021	05/17/2021	64.13
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3560 - First Financial Bank / Credit Cards

28 - Digital Inspiration Document Studio License 1	05/17/2021	59.40
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3560 - First Financial Bank / Credit Cards

28 - Digital Inspiration Document Studio License 2	05/17/2021	59.40
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# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

3560 - First Financial Bank / Credit Cards	28-Credit for Zoho license refund	05/17/2021	(365.00)
6556 - KnowBe4, INC	28 - Security Awareness Platinum Training Sub 7/3/21-7/2/22	05/28/2021	11,880.00
53442 - Paragon Micro, INC	28 - Microsoft SQL Server Standard Core Edition - split w/ BPD	05/28/2021	4,124.99
53442 - Paragon Micro, INC	28-3 Acrobat Pro licenses & 1 wireless keyboard/mouse - Clerk	05/28/2021	1,214.97
53442 - Paragon Micro, INC	28-Adobe Acrobat Pro -Darla Frost - CARES	05/28/2021	404.99
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 16	\$18,931.24
<b>Account 53950 - Landfill</b>			
6753 - Technology Recyclers, LLC	28 - CRT TVs and Monitor Recycling for City Hall-4/6/21	05/28/2021	40.00
<b>Account 53950 - Landfill Totals</b>		Invoice 1	\$40.00
<b>Account 54420 - Purchase of Equipment</b>			
53442 - Paragon Micro, INC	28 - 9 laptops & bags, 6 monitors, 11 docks - Parks - CARES	05/28/2021	19,106.65
53442 - Paragon Micro, INC	28 - 3 docks and 2 keyboard/mice - ENG - CARES	05/28/2021	924.95
53442 - Paragon Micro, INC	28 - Dell dock for Caroline Shaw - CARES	05/28/2021	248.99
53442 - Paragon Micro, INC	28 - 4 laptops, docks, bags, 3 monitors, 6 keyboard/mice - OOTC	05/28/2021	8,853.79
53442 - Paragon Micro, INC	28 - 4 Dell Thunderbolt docks - Plan Tran - CARES	05/28/2021	995.96
53442 - Paragon Micro, INC	28 - Dock, monitor, keyboard/mouse - ESD - CARES	05/28/2021	485.97
53442 - Paragon Micro, INC	28 - Dock, 2 monitors, keyboard/mouse - BPD - CARES	05/28/2021	633.96
53442 - Paragon Micro, INC	28-2 laptops, 3 docks, 3 monitors, 2 bags, 5 key/mice - CFRD	05/28/2021	5,362.85
53442 - Paragon Micro, INC	28-Laptop, bag, dock - Clerk - CARES	05/28/2021	1,968.97
53442 - Paragon Micro, INC	28-3 Acrobat Pro licenses & 1 wireless keyboard/mouse - Clerk	05/28/2021	88.99
53442 - Paragon Micro, INC	28-Logitech wireless mouse M510 - HAND - CARES	05/28/2021	34.99
5819 - Synchrony Bank	28 - Five 2-pack of 6 foot 4K HDMI cables	05/28/2021	47.00
5819 - Synchrony Bank	28 - 5 pack laptop security cables, 4 desk mount anchors	05/28/2021	102.36



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

5819 - Synchrony Bank	28 - Jabra Evolve wireless headset - Darla Frost - CARES	05/28/2021	149.19
5819 - Synchrony Bank	28 - Two HP OfficeJet 200 wireless printers - CARES	05/28/2021	599.78
5819 - Synchrony Bank	28 - Five Jabra wireless headsets - HAND - CARES	05/28/2021	724.55
5819 - Synchrony Bank	28 - Apple TV mount & 20 ft USB extension cable - D Griffin	05/28/2021	31.88
5819 - Synchrony Bank	28-Lavalier mic, USB mic, teleprompter, tripod - CFRD	05/28/2021	254.88
5819 - Synchrony Bank	28-Canon EOS T100 DSLR camera w/ 18-55mm lens - CFRD	05/28/2021	459.00
	Account <b>54420 - Purchase of Equipment</b> Totals	Invoice 19	<u>\$41,074.71</u>
	Program <b>280000 - Main</b> Totals	Invoice 40	<u>\$61,999.95</u>
	Department <b>28 - ITS</b> Totals	Invoice 40	<u>\$61,999.95</u>
	Fund <b>101 - General Fund (S0101)</b> Totals	Invoice 138	<u>\$208,170.60</u>
Fund <b>270 - CC Jack Hopkins NR17-42 (S0011)</b>			
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>53960 - Grants</b>			
1266 - Planned Parenthood of Indiana and Kentucky, INC	15-JH Recover Forward expenses 4/1-4/30/21	05/28/2021	3,405.46
	Account <b>53960 - Grants</b> Totals	Invoice 1	<u>\$3,405.46</u>
	Program <b>050000 - Main</b> Totals	Invoice 1	<u>\$3,405.46</u>
Program <b>05RCVR - Recover Forward</b>			
Account <b>53960 - Grants</b>			
421 - Centerstone Of Indiana, INC	15-JH Recover Forward Grant-Kinser Flats Project	05/28/2021	8,247.71
5675 - Indiana Recovery Alliance	15-JH Recover Forward Grant-Naloxone purchase	05/28/2021	4,430.00
74 - Life Designs, INC	15-JH Recover Forward Grant-expenses 11/2020-4/2021	05/28/2021	10,000.00
3164 - New Hope Family Shelter, INC	15-JH Recover Forward Grant-bunk beds, mattresses	05/28/2021	14,020.00
18311 - New Leaf/New Life, INC	15-JH Grant Recover Forward-Hotels for Homeless-Claim 2	05/28/2021	2,696.00
18311 - New Leaf/New Life, INC	15-JH Recover Forward Grant-payroll expenses 3/29-5/9/21	05/28/2021	1,134.00
1266 - Planned Parenthood of Indiana and Kentucky, INC	15-JH Recover Forward expenses 4/1-4/30/21	05/28/2021	611.79



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

Account <b>53960 - Grants</b> Totals	Invoice 7	\$41,139.50
Program <b>05RCVR - Recover Forward</b> Totals	Invoice 7	\$41,139.50
Department <b>05 - Common Council</b> Totals	Invoice 8	\$44,544.96
Fund <b>270 - CC Jack Hopkins NR17-42 (S0011)</b> Totals	Invoice 8	\$44,544.96
Fund <b>312 - Community Services</b>		
Department <b>09 - CFRD</b>		
Program <b>090001 - Com Serv - Black Males</b>		
Account <b>52420 - Other Supplies</b>		
5819 - Synchrony Bank		
	09-Black Male Summit - prizes	05/28/2021 228.81
Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$228.81
Program <b>090001 - Com Serv - Black Males</b> Totals	Invoice 1	\$228.81
Program <b>090004 - Com Serv- Accessibility</b>		
Account <b>53990 - Other Services and Charges</b>		
4123 - Central Indiana Interpreting Service		
	09-CCA Breaking Down the Barriers-4/26/21-2-5 p.m.	05/28/2021 330.00
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$330.00
Program <b>090004 - Com Serv- Accessibility</b> Totals	Invoice 1	\$330.00
Program <b>090018 - CBVN</b>		
Account <b>52420 - Other Supplies</b>		
11693 - The Award Center, INC		
	09-Be More Awards - six award plaques	05/28/2021 324.00
Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$324.00
Account <b>53990 - Other Services and Charges</b>		
7695 - Smithville Holding Company, INC (Smithville Media)		
	09-CBVN Be More Awards - video production	05/28/2021 2,040.00
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$2,040.00
Program <b>090018 - CBVN</b> Totals	Invoice 2	\$2,364.00
Department <b>09 - CFRD</b> Totals	Invoice 4	\$2,922.81
Fund <b>312 - Community Services</b> Totals	Invoice 4	\$2,922.81
Fund <b>401 - Non-Reverting Telecom (S1146)</b>		
Department <b>25 - Telecommunications</b>		
Program <b>254000 - Infrastructure</b>		
Account <b>53640 - Hardware and Software Maintenance</b>		
13482 - Northern Lights Locating & Inspection, INC		
	28-line location services-April 2021	05/28/2021 2,500.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1	\$2,500.00



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

Account **54450 - Equipment**  
6222 - Apple, INC

25 - CapR G-Tech 2TB hard drive - Caroline Shaw 05/28/2021 99.95

53442 - Paragon Micro, INC

25 - CapR laptop and dock - Nate Nickel-PW 05/28/2021 1,968.97

53442 - Paragon Micro, INC

28-LED monitor 05/28/2021 147.99

5819 - Synchrony Bank

25 - CapR Otterbox Defender iPad case 05/28/2021 50.04

Account **54450 - Equipment** Totals Invoice 4 \$2,266.95

Program **254000 - Infrastructure** Totals Invoice 5 \$4,766.95

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28-3940 N Kinser Pike-business serv./equip chgs-5/21-6/21/21 05/28/2021 149.05

Account **53150 - Communications Contract** Totals Invoice 1 \$149.05

Program **256000 - Services** Totals Invoice 1 \$149.05

Department **25 - Telecommunications** Totals Invoice 6 \$4,916.00

Fund **401 - Non-Reverting Telecom (S1146)** Totals Invoice 6 \$4,916.00

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

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy

02-College Mall & Moores Pk-signal chgs 3/31-4/30/21 05/19/2021 36.87

223 - Duke Energy

02-6th & Lincoln-meter surface lot-elec. chgs 4/5-5/4/21 BC 2019-74 05/19/2021 16.26

223 - Duke Energy

02-308 N. Rogers-Crosswalk-elec. chgs 3/29-4/28/21 BC 2019-99 05/19/2021 10.85

223 - Duke Energy

02-100 S. Adams-Signal-elec. chgs 2/24-3/25/21 05/19/2021 45.46

223 - Duke Energy

02-100 S. Adams-Signal-elec. chgs 3/25-4/26/21 05/19/2021 49.36

Account **53520 - Street Lights / Traffic Signals** Totals Invoice 5 \$158.80

Program **200000 - Main** Totals Invoice 5 \$158.80

Department **20 - Street** Totals Invoice 5 \$158.80

Fund **450 - Local Road and Street(S0706)** Totals Invoice 5 \$158.80

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

Department **20 - Street**



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

Program **200000 - Main**  
 Account **52210 - Institutional Supplies**  
 313 - Fastenal Company

20-safety supplies-gloves, earplugs, paint-4/27/21 05/28/2021 205.76

Account **52210 - Institutional Supplies** Totals Invoice 1 \$205.76

Account **52420 - Other Supplies**  
 294 - All-Phase Electric Supply, INC  
 409 - Black Lumber Co. INC  
 313 - Fastenal Company

20-18W LED Corn Lamp for Kirkwood & Washington 05/28/2021 149.08

20-Office/hallway-20lb pix hanger-5/5/21 05/28/2021 1.29

20-Paving Crew-2 3 gallon sprayers-4/27/21 05/28/2021 118.50

786 - Richard's Small Engine, INC  
 786 - Richard's Small Engine, INC  
 786 - Richard's Small Engine, INC

20-Tree Crew-chainsaw parts-brackets, screws 05/28/2021 27.75

20-Tree Crew-chainsaw parts-coupling, screw chain tensioner 05/28/2021 50.95

20-Tree Crew-muffler for chainsaw 05/28/2021 109.99

Account **52420 - Other Supplies** Totals Invoice 6 \$457.56

Account **53150 - Communications Contract**  
 5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

20-Monthly Radio Services for vehicles-April 2021 05/28/2021 2,321.25

Account **53150 - Communications Contract** Totals Invoice 1 \$2,321.25

Account **53250 - Pagers**  
 332 - Indiana Paging Network, INC

20-Paging Service for Snow Control-June 2021 05/28/2021 87.26

Account **53250 - Pagers** Totals Invoice 1 \$87.26

Account **53530 - Water and Sewer**  
 208 - City Of Bloomington Utilities  
 208 - City Of Bloomington Utilities  
 208 - City Of Bloomington Utilities

20-Street Dept-fire hydrant-water/sewer bill-April 2021 05/12/2021 41.84

20-Street Dept-water/sewer bill-April 2021 05/12/2021 233.27

20-Traffic Bldg-water/sewer bill-April 2021 05/12/2021 46.43

Account **53530 - Water and Sewer** Totals Invoice 3 \$321.54

Account **53540 - Natural Gas**  
 222 - Vectren  
 222 - Vectren

20-Street-gas bill 4/7-5/6/21 05/19/2021 48.98

20-Traffic Bldg-gas bill 4/7-5/6/21 05/19/2021 32.68

Account **53540 - Natural Gas** Totals Invoice 2 \$81.66



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/5/21		05/28/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/5/21	BC 2008-52	05/28/2021	12.68
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-4/28/21		05/28/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/28/21	BC 2008-52	05/28/2021	12.68
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		Invoice 4	<u>\$93.92</u>
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	20-Sweeper dump disposal fee-4/7/21		05/28/2021	1,994.24
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-tree limb disposal-10 loads-April 2021		05/28/2021	308.00
	<b>Account 53950 - Landfill Totals</b>		Invoice 2	<u>\$2,302.24</u>
<b>Account 53990 - Other Services and Charges</b>				
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-April 2021-646 tickets		05/28/2021	613.70
6152 - K&S Rolloff, INC	20-Rolloff Service Fee for sweeper dumps-4/7/21		05/28/2021	400.00
351 - Young Trucking, INC	20-Truck & Trailer/Lab move Paver to Indy/MacAllister for repair		05/28/2021	450.00
	<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 3	<u>\$1,463.70</u>
	<b>Program 200000 - Main Totals</b>		Invoice 23	<u>\$7,334.89</u>
	<b>Department 20 - Street Totals</b>		Invoice 23	<u>\$7,334.89</u>
	<b>Fund 451 - Motor Vehicle Highway(S0708) Totals</b>		Invoice 23	<u>\$7,334.89</u>
<b>Fund 452 - Parking Facilities(S9502)</b>				
<b>Department 26 - Parking</b>				
<b>Program 260000 - Main</b>				
<b>Account 52340 - Other Repairs and Maintenance</b>				
6945 - Bruce Norton (Station 43 Design)	26-Sign Package for Trades Garage		05/28/2021	14,905.00
	<b>Account 52340 - Other Repairs and Maintenance Totals</b>		Invoice 1	<u>\$14,905.00</u>
<b>Account 52420 - Other Supplies</b>				
4964 - The Toledo Ticket Co	26- Thermal Tickets for Parking Garages		05/28/2021	4,611.15
	<b>Account 52420 - Other Supplies Totals</b>		Invoice 1	<u>\$4,611.15</u>
<b>Account 53530 - Water and Sewer</b>				



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-April 2021	05/12/2021	47.56
	Account <b>53530 - Water and Sewer</b> Totals	Invoice 1	<u>\$47.56</u>
Account <b>53610 - Building Repairs</b>			
6378 - ANN-KRISS, LLC	26-Repairs Morton Elevator Shaft, INV# 72160-51121-2 BC 2021-20	05/28/2021	800.00
6378 - ANN-KRISS, LLC	26- Installation of Wiring Along Bottom of 8th Floor Fence	BC 2021-20 05/28/2021	240.00
6378 - ANN-KRISS, LLC	26- Repair of Fence on top floor of Morton Garage	BC 2021-20 05/28/2021	367.80
393 - Kone INC	26-Annual Elevator Maintenance Agreement for Morton St Garage	BC 2021-23 05/28/2021	1,350.00
392 - Koorsen Fire & Security, INC	26- Quarterly Fire Alarm Billing	05/28/2021	131.72
227 - Otis Elevator Company	26-Walnut St Garage-elevator repair-4/28/21	05/28/2021	807.50
	Account <b>53610 - Building Repairs</b> Totals	Invoice 6	<u>\$3,697.02</u>
	Program <b>260000 - Main</b> Totals	Invoice 9	<u>\$23,260.73</u>
	Department <b>26 - Parking</b> Totals	Invoice 9	<u>\$23,260.73</u>
	Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 9	<u>\$23,260.73</u>
Fund <b>454 - Alternative Transport(S6301)</b>			
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>54310 - Improvements Other Than Building</b>			
18844 - First Financial Bank, N.A.	15-14th Street Sidewalk Construction, BC-2020-99-CN-#1	05/28/2021	8,567.69
19278 - Milestone Contractors, LP	15-14th Street Sidewalk Construction, BC-2020-99-CN-#1	BC 2020-99 05/28/2021	30,449.16
	Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 2	<u>\$39,016.85</u>
	Program <b>050000 - Main</b> Totals	Invoice 2	<u>\$39,016.85</u>
	Department <b>05 - Common Council</b> Totals	Invoice 2	<u>\$39,016.85</u>
	Fund <b>454 - Alternative Transport(S6301)</b> Totals	Invoice 2	<u>\$39,016.85</u>
Fund <b>455 - Parking Meter Fund(S2141)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	26-trash bags	05/28/2021	28.94



# Board of Public Works Claim Register

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6530 - Office Depot, INC	26-highlighter, calculator, paper towels	05/28/2021	50.26
6530 - Office Depot, INC	26-small notebooks	05/28/2021	5.04
<b>Account 52110 - Office Supplies Totals</b>		Invoice 3	\$84.24
		-- ..	
<b>Account 52340 - Other Repairs and Maintenance</b>	26-Office Price-Office Cleaning for New Parking Office	BC 2020-102 05/28/2021	373.00
6688 - SSW Enterprises, LLC (Office Pride)			
<b>Account 52340 - Other Repairs and Maintenance Totals</b>		Invoice 1	\$373.00
		-- ..	
<b>Account 52420 - Other Supplies</b>	6-parking meter 4G board replacement	05/28/2021	18,582.18
4264 - IPS Group, INC			
394 - Kleindorfer Hardware & Variety	26-key chain, single key cut	05/28/2021	3.49
394 - Kleindorfer Hardware & Variety	26-eye cord	05/28/2021	22.99
<b>Account 52420 - Other Supplies Totals</b>		Invoice 3	\$18,608.66
		-- ..	
<b>Account 53150 - Communications Contract</b>	06-CC Transaction Fees - April 2021	05/28/2021	13,627.66
4264 - IPS Group, INC			
4264 - IPS Group, INC	06-CC Transaction Fees - March 2021	05/28/2021	13,377.12
<b>Account 53150 - Communications Contract Totals</b>		Invoice 2	\$27,004.78
		-- ..	
<b>Account 53310 - Printing</b>	26-Misc Parking Supplies	05/28/2021	836.64
50680 - Biller Press & Manufacturing, INC			
<b>Account 53310 - Printing Totals</b>		Invoice 1	\$836.64
		-- ..	
<b>Account 53640 - Hardware and Software Maintenance</b>	26-rovr returns march 2021	05/28/2021	897.00
54432 - T2 Systems, INC			
<b>Account 53640 - Hardware and Software Maintenance Totals</b>		Invoice 1	\$897.00
		-- ..	
<b>Account 53910 - Dues and Subscriptions</b>	26-Parking Trans Office Internet Services	05/28/2021	158.45
4170 - Comcast Cable Communications, INC			
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 1	\$158.45
		-- ..	
<b>Account 53990 - Other Services and Charges</b>	26-500 washes for Parking Vehicles-5/13/21	05/28/2021	2,750.00
5869 - Crew Carwash, INC			
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 1	\$2,750.00
		-- ..	



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		Program <b>260000 - Main</b> Totals	Invoice 13	\$50,712.77
		Department <b>26 - Parking</b> Totals	Invoice 13	\$50,712.77
		Fund <b>455 - Parking Meter Fund(S2141)</b> Totals	Invoice 13	\$50,712.77
Fund <b>456 - MVH Restricted</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52330 - Street , Alley, and Sewer Material</b>				
365 - Rogers Group, INC	20-SW-#11 commercial stone-44.76 tons-4/8/21		05/28/2021	438.65
		Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 1	\$438.65
Account <b>52420 - Other Supplies</b>				
394 - Kleindorfer Hardware & Variety	20-David Dr. Repair-caps, tools		05/28/2021	44.92
336 - Southside Rental Center, INC	20-propane for paving crew		05/28/2021	74.97
		Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$119.89
Account <b>53630 - Machinery and Equipment Repairs</b>				
19681 - Southeastern Equipment Co, INC	20-Outside Repairs for Milling Machine		05/28/2021	12,348.24
		Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice 1	\$12,348.24
		Program <b>200000 - Main</b> Totals	Invoice 4	\$12,906.78
		Department <b>20 - Street</b> Totals	Invoice 4	\$12,906.78
		Fund <b>456 - MVH Restricted</b> Totals	Invoice 4	\$12,906.78
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>52330 - Street , Alley, and Sewer Material</b>				
334 - Irving Materials, INC	20-2550 Round Hill Ln-Class A Stone-4 cy-4/26/21	BC 2021-36	05/28/2021	424.00
		Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 1	\$424.00
		Program <b>020000 - Main</b> Totals	Invoice 1	\$424.00
		Department <b>02 - Public Works</b> Totals	Invoice 1	\$424.00
		Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Invoice 1	\$424.00
Fund <b>730 - Solid Waste (S6401)</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>43370 - Other Sales</b>				



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204 - State Of Indiana	18-April 2021 Sales Tax		05/19/2021	77.28
	Account <b>43370 - Other Sales</b> Totals	--	Invoice 1	<u>\$77.28</u>
Account <b>52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	16-Staples-Desktop lift-R. Carter		05/17/2021	249.99
	Account <b>52420 - Other Supplies</b> Totals	--	Invoice 1	<u>\$249.99</u>
Account <b>53130 - Medical</b>				
231 - IU Health OCC Health Services	16-E. Richardson-DS Breath Alcohol Test-DOT-3/18/21		05/28/2021	47.00
231 - IU Health OCC Health Services	16-J. McIntire-DS DOT 5 Panel E Screen-4/5/21		05/28/2021	47.00
	Account <b>53130 - Medical</b> Totals	--	Invoice 2	<u>\$94.00</u>
Account <b>53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-5 antenna's for replacement/repair of existing on trucks		05/28/2021	41.25
	Account <b>53150 - Communications Contract</b> Totals	--	Invoice 1	<u>\$41.25</u>
Account <b>53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	16-Sanitation Dept-water/sewer bill- April 2021		05/12/2021	141.54
	Account <b>53530 - Water and Sewer</b> Totals	--	Invoice 1	<u>\$141.54</u>
Account <b>53540 - Natural Gas</b>				
222 - Vectren	16-Sanitation-gas bill 4/5-5/4/21		05/19/2021	55.57
	Account <b>53540 - Natural Gas</b> Totals	--	Invoice 1	<u>\$55.57</u>
Account <b>53610 - Building Repairs</b>				
321 - Harrell Fish, INC (HFI)	19-SA Inspection of Water Heater. Further Work will be quoted	BC 2020-75	05/28/2021	435.00
	Account <b>53610 - Building Repairs</b> Totals	--	Invoice 1	<u>\$435.00</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/5/21	BC 2008-52	05/28/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/5/21		05/28/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/12/21	BC 2008-52	05/28/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/12/21		05/28/2021	23.26
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	--	Invoice 4	<u>\$62.20</u>
Account <b>53950 - Landfill</b>				



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52226 - Hoosier Transfer Station-3140	16-recycling fees - 4/19-4/29/21	05/28/2021	3,764.63
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-4/16-4/30/21	05/28/2021	14,669.51
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-12 loads-April 2021	05/28/2021	264.00
Account <b>53950 - Landfill</b> Totals		Invoice 3	\$18,698.14
Program <b>160000 - Main</b> Totals		Invoice 15	\$19,854.97
Department <b>16 - Sanitation</b> Totals		Invoice 15	\$19,854.97
Fund <b>730 - Solid Waste (S6401)</b> Totals		Invoice 15	\$19,854.97
Fund <b>800 - Risk Management(S0203)</b>			
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52430 - Uniforms and Tools</b>			
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Cunningham (8EE)-4/29/21	05/28/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Behrman (11D)-4/29/21	05/28/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Behrman (9D)-4/29/21	05/28/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Rogers (10D)-4/30/21	05/28/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Myers (12D)-5/1/21	05/28/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Williams (7D)-5/5/21	05/28/2021	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Williams (12D)-5/5/21	05/28/2021	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Johnson (9d)-5/5/21	05/28/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-F. Tiller (9.5D)-5/8/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Johnson (12M)-4/27/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Boden (13D)-4/29/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-I. Martin (9W)-4/29/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-F. Robinson (11EW)-4/30/21	05/28/2021	100.00



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327 - Hoosier Workwear Outlet, INC	10-safety shoes-E. Higgins (9 1/2M)-5/3/21	05/28/2021	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes- M. Large (11 1/2W)-5/3/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. McGlothlin (10M)-5/3/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-G. Flynn (8D)-5/4/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes- H. Smith (11EE)-5/4/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes- S. Moore (7 1/2W)-5/4/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Solbrig (12)-5/6/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Arthur (11)-5/6/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Branam (9M)-5/8/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes- A. Santon (11M)-5/10/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Vaught (14D)-5/10/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Lamb (13M)-5/10/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Maness (13)-5/10/21	05/28/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes- M. Barrett (8 1/2M)-5/10/21	05/28/2021	100.00
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 27	\$2,694.99
Account <b>53130 - Medical</b>			
6382 - David Fields	10- reimb for physical for CDL-5/10/21	05/28/2021	100.00
6946 - Sean McCoy	10- reimb for physical for CDL-4/30/21	05/28/2021	100.00
Account <b>53130 - Medical</b> Totals		Invoice 2	\$200.00
Account <b>53220 - Postage</b>			
129 - FedEx Office and Print Service, INC	10-shipping pkg to Bose McKinney & Evans-4/29/21	05/28/2021	33.48
Account <b>53220 - Postage</b> Totals		Invoice 1	\$33.48
Account <b>53420 - Worker's Comp &amp; Risk</b>			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Koontz-202152	05/11/2021	892.67



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2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser - Koontz -202153	05/18/2021	892.67
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 2	\$1,785.34
Account <b>53990 - Other Services and Charges</b>			
204 - State Of Indiana	10-drivers license search	05/28/2021	15.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$15.00
	Program <b>100000 - Main</b> Totals	Invoice 33	\$4,728.81
	Department <b>10 - Legal</b> Totals	Invoice 33	\$4,728.81
	Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 33	\$4,728.81
Fund <b>801 - Health Insurance Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990 - Other Services and Charges</b>			
3977 - Cigna Health & Life Insurance Company	12-May2021 Cigna Dental/Vision \$10,135.19	05/28/2021	2,141.70
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$2,141.70
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>			
17785 - The Howard E. Nyhart Company, INC	12-May Wellness Reimbursements \$19,950.00	05/17/2021	19,950.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart GASB Full Valuation FYE 12/31/2021 \$8,200	05/28/2021	8,200.00
	Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	Invoice 2	\$28,150.00
	Program <b>120000 - Main</b> Totals	Invoice 3	\$30,291.70
	Department <b>12 - Human Resources</b> Totals	Invoice 3	\$30,291.70
	Fund <b>801 - Health Insurance Trust</b> Totals	Invoice 3	\$30,291.70
Fund <b>802 - Fleet Maintenance(S9500)</b>			
Department <b>17 - Fleet Maintenance</b>			
Program <b>170000 - Main</b>			
Account <b>52230 - Garage and Motor Supplies</b>			
4693 - Monroe County Tire & Supply, INC	17 - 4-Goodyear eagle sport A/S 225/50R17	05/28/2021	377.60
4693 - Monroe County Tire & Supply, INC	17 -(4) 8-14.5 Power king low boy HD II	05/28/2021	461.00
	Account <b>52230 - Garage and Motor Supplies</b> Totals	Invoice 2	\$838.60
Account <b>52240 - Fuel and Oil</b>			
613 - Hoosier Penn Oil Company, INC	17 - HP Group II AW 46 Oil	05/28/2021	1,403.26



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349 - White River Cooperative, INC	17 - fuel unleaded and diesel, Inv# 5720963	BC 2019-107A	05/28/2021	21,384.58
349 - White River Cooperative, INC	17 - fuel unleaded and diesel, INV# 5720964	BC 2019-107A	05/28/2021	18,395.46
Account <b>52240 - Fuel and Oil</b> Totals			Invoice 3	\$41,183.30
<b>Account 52320 - Motor Vehicle Repair</b>				
4763 - Altec, INC (NUECO)	17 - #850 parts and labor to repair platform		05/28/2021	1,955.63
4135 - Andy Mohr Truck Center	17 - Crane carrier parts - AB Latch		05/28/2021	411.61
4877 - Asher Group, INC	17 - vehicle 432; u joint kit, inv# 114639		05/28/2021	20.85
244 - Bloomington Ford, INC	17 - Ford Switch Assembly part		05/28/2021	92.18
244 - Bloomington Ford, INC	17 - New radio		05/28/2021	475.00
244 - Bloomington Ford, INC	17-misc ford parts - Frame & Cover assembly, back seat pad		05/28/2021	512.38
941 - Central Indiana Truck Equipment Corporation	17-Electrical switch, inv# 67133		05/28/2021	98.02
941 - Central Indiana Truck Equipment Corporation	17 - Single hand valve, inv# 67288		05/28/2021	316.73
21104 - Cummins Crosspoint, LLC	17 - #773 valves, Inv# N8-79566		05/28/2021	170.04
21104 - Cummins Crosspoint, LLC	17 - vehicle #384 - (2) sensors		05/28/2021	654.22
594 - Curry Auto Center, INC	17-SL-N Bracket, inv# 5097774		05/28/2021	81.42
51827 - Fire Service, INC	17 - ##332 switch for door and seatbelt latch		05/28/2021	221.86
455 - Industrial Service & Supply, INC	17 - pipe reducer Bushing, Inv# 66684		05/28/2021	6.75
455 - Industrial Service & Supply, INC	17 - 432 fittings - adjustable elbows: Inv# 66625		05/28/2021	13.63
796 - Interstate Battery System of Bloomington, INC	17-batteries -4 - 31-MHD, 4 MTP-65HD, 1 SP-30		05/28/2021	819.32
4439 - JX Enterprises, INC	17-misc peterbilt parts - Mirror-Convex Heated 8.5"		05/28/2021	87.25
2974 - MacAllister Machinery Co, INC	17 - Tension Belt		05/28/2021	237.52
2974 - MacAllister Machinery Co, INC	17 - 877 OSL repairs for hyd		05/28/2021	3,181.62



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16069 - Palmer Trucks, INC	17 - #772 trim assy for door, Inv# I319446	05/28/2021	852.60
786 - Richard's Small Engine, INC	17 - Deck drive belt and STT pump drive belt, inv# 423856	05/28/2021	99.09
4845 - RPM Machinery, LLC	17 - grease for indeco hammers, INV# P13402	05/28/2021	320.00
19681 - Southeastern Equipment Co, INC	17 - Vehicle# 459 filter and cartridge, INV# D78078	05/28/2021	410.01
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles for the month of April	05/28/2021	8,436.01
337 - Stansifer Radio Co, INC	17-misc electrical/lighting, TK# 438059, Inv# 36562	05/28/2021	12.50
54351 - Sternberg, INC	17-misc international parts - Arm Steerispord, Nut Hex	05/28/2021	148.66
54351 - Sternberg, INC	17 - Sensor, Part# 4358939, INV# 957533	05/28/2021	179.77
54351 - Sternberg, INC	17 - Filter, part# FF63009, inv# 957336	05/28/2021	179.76
582 - Town & Country Chrysler Dodge Jeep, INC	17 - (4) Windshield part# 68217041AC, INV# 5069896	05/28/2021	53.92
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17- #788 alternator	05/28/2021	199.90
<b>Account 52320 - Motor Vehicle Repair Totals</b>		Invoice 29	<u>\$20,248.25</u>
<b>Account 52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	17 - Extension cord, Inv# 472310	05/28/2021	19.97
394 - Kleindorfer Hardware & Variety	17 - 2 elbows & coupling, 1x48 black pipe, 2) 1x24 black pipe	05/28/2021	42.73
<b>Account 52420 - Other Supplies Totals</b>		Invoice 2	<u>\$62.70</u>
<b>Account 53160 - Instruction</b>			
3472 - Lucy, INC	17 - Lucy support amendment #1	BC 2019-91 05/28/2021	810.00
<b>Account 53160 - Instruction Totals</b>		Invoice 1	<u>\$810.00</u>
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-April 2021	05/12/2021	142.29
<b>Account 53530 - Water and Sewer Totals</b>		Invoice 1	<u>\$142.29</u>
<b>Account 53540 - Natural Gas</b>			
222 - Vectren	17-Fleet Maint-gas bill 4/7-5/6/21	05/19/2021	119.96
<b>Account 53540 - Natural Gas Totals</b>		Invoice 1	<u>\$119.96</u>



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**Account 53610 - Building Repairs**  
392 - Koorsen Fire & Security, INC

17-Quarterly Billing for Fleet May 1 thru July 31, 2021	BC 2020-83	05/28/2021	91.27
6378 - ANN-KRISS, LLC		05/28/2021	11,842.00
6759 - Interclean Equipment, LLC		05/28/2021	5.00

Account **53610 - Building Repairs** Totals Invoice 3 \$11,938.27

**Account 53620 - Motor Repairs**  
4763 - Altec, INC (NUECO)

17 - #850 parts and labor to repair platform		05/28/2021	1,141.81
2974 - MacAllister Machinery Co, INC		05/28/2021	5,453.00
19681 - Southeastern Equipment Co, INC		05/28/2021	4,636.41

Account **53620 - Motor Repairs** Totals Invoice 3 \$11,231.22

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

19171 - Aramark Uniform & Career Apparel Group, INC	17 - 17 - mats and towels, inv# 1824827512		05/28/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, Inv# 1824827513	BC 2008-52	05/28/2021	18.03
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towels Inv# 1824837207		05/28/2021	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, Inv# 1824837208	BC 2008-52	05/28/2021	18.03
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel. inv# 1824846839		05/28/2021	71.12
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, Inv# 1824846840	BC 2008-52	05/28/2021	18.03

Account **53920 - Laundry and Other Sanitation Services** Totals Invoice 6 \$265.37

**Account 54420 - Purchase of Equipment**  
6759 - Interclean Equipment, LLC

17 - truck wash curtain		05/28/2021	5,495.00
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Account **54420 - Purchase of Equipment** Totals Invoice 1 \$5,495.00

Program **170000 - Main** Totals Invoice 52 \$92,334.96

Department **17 - Fleet Maintenance** Totals Invoice 52 \$92,334.96

Fund **802 - Fleet Maintenance(\$9500)** Totals Invoice 52 \$92,334.96

**Fund 804 - Insurance Voluntary Trust**  
**Department 12 - Human Resources**  
**Program 120000 - Main**



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<b>Account 53990.1241 - Other Services and Charges Vision</b>			
3977 - Cigna Health & Life Insurance Company	12-May2021 Cigna Dental/Vision \$10,135.19	05/28/2021	7,993.49
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1	\$7,993.49
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/11/2021	54.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/12/2021	33.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/13/2021	1,218.31
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/14/2021	125.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/17/2021	179.16
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/17/2021	341.50
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/18/2021	314.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/19/2021	117.91
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/20/2021	4.30
17785 - The Howard E. Nyhart Company, INC	12-Card Replacement	05/20/2021	10.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		Invoice 10 Transactions	\$2,399.26
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-CityDDC	05/18/2021	129.50
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b> Totals		Invoice 1 Transactions	\$129.50
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/12/2021	22.24
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/13/2021	26.76



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/17/2021	60.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	05/17/2021	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/19/2021	196.22
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/20/2021	81.28
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals		Invoice 6 Transactions	\$406.50
Account <b>53990.1282 - Other Services and Charges Section 125 - DDC- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-Util DDC	05/11/2021	1,197.00
Account <b>53990.1282 - Other Services and Charges Section 125 - DDC- Util</b> Totals		Invoice 1 Transactions	\$1,197.00
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	05/20/2021	19,961.03
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals		Invoice 1 Transactions	\$19,961.03
Program <b>120000 - Main</b> Totals		Invoice 20 Transactions	\$32,086.78
Department <b>12 - Human Resources</b> Totals		Invoice 20 Transactions	\$32,086.78
Fund <b>804 - Insurance Voluntary Trust</b> Totals		Invoice 20 Transactions	\$32,086.78
Fund <b>978 - City 2016 GO Bond Proceeds</b>			
Department <b>06 - Controller's Office</b>			
Program <b>06016A - 2016 A Signal Modernization</b>			
Account <b>54510 - Other Capital Outlays</b>			
Athena A Hrisomalos	13-17th & Dunn Improvement	05/28/2021	15,000.00



# Board of Public Works Claim Register

Invoice Date Range 05/11/21 - 05/28/21

Account <b>54510 - Other Capital Outlays</b> Totals			Invoice 1	\$15,000.00
			Transactions	
Program <b>06016A - 2016 A Signal Modernization</b> Totals			Invoice 1	\$15,000.00
			Transactions	
 Program <b>06016C - 2016 C Jackson Trail</b>				
Account <b>54310 - Improvements Other Than Building</b>				
399 - American Structurepoint, INC	13-Jackson Creek Trail PH2_(CE)-3/1-3/31/21	BC 2020-77	05/28/2021	1,622.92
3515 - Dentons Bingham Greenebaum LLP	07-Jackson Creek Trail (Utility Relocation)-serv. thru 1/31/21		05/28/2021	1,150.00
3515 - Dentons Bingham Greenebaum LLP	07-Jackson Creek Trail (Utility Relocation)-serv. thru 3/31/21		05/28/2021	521.00
Account <b>54310 - Improvements Other Than Building</b> Totals			Invoice 3	\$3,293.92
			Transactions	
Program <b>06016C - 2016 C Jackson Trail</b> Totals			Invoice 3	\$3,293.92
			Transactions	
 Program <b>06016D - 2016 D Multi Use Paths</b>				
Account <b>54310 - Improvements Other Than Building</b>				
16 - Butler, Fairman & Seufert, INC	13-Rogers/Winslow/Henderson multi-use path-3/1-3/31/21	BC 2019-87	05/28/2021	24,122.37
Account <b>54310 - Improvements Other Than Building</b> Totals			Invoice 1	\$24,122.37
			Transactions	
Program <b>06016D - 2016 D Multi Use Paths</b> Totals			Invoice 1	\$24,122.37
			Transactions	
Department <b>06 - Controller's Office</b> Totals			Invoice 5	\$42,416.29
			Transactions	
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals			Invoice 5	\$42,416.29
			Transactions	
Grand Totals			Invoice 341	\$616,082.70
			Transactions	

**REGISTER OF CLAIMS**

**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
5/28/2021	Claims HSA/WorkComp/MT & Gym/CIGNA				\$616,082.70
					<u>\$616,082.70</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 616,082.70

**Dated this 25th day of May 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 \_\_\_\_\_