



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Enedina Kassamanian, Assistant City Attorney
DATE: September 19, 2025
RE: 2025 Service agreement for the permitting process support

Contract Recipient/Vendor Name:	American Structurepoint INC.
Department Head Initials of Approval:	DH
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	David Hittle
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2045
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-791
Due Date For Signature:	9/23/2025
Expiration Date of Contract:	11 months from start date (est. September 30th 2026)
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$90,000
Funding Source:	1101-13-130000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Employment Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This Agreement is between the City of Bloomington's Planning and Transportation Department and American Structurepoint INC. For the services of enhancing Bloomington's permitting systems to improve interdepartmental coordination. The goal is to support the City's departments in a building process that works better for staff, applicants, and residents alike. American Structurepoint brings planning, permitting, and public sector experience to improve city systems and navigate the permitting processes with ease.

AGREEMENT FOR SERVICES

between the

**City of Bloomington Planning and Transportation Department
and American Structurepoint INC.**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Planning and Transportation Department (“Department”), by the Board of Public Works (“Board”) (collectively the “City”), and **American Structurepoint, Inc.** (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Contractor shall diligently complete all Services in a timely manner consistent with the project timeline and Standard of Care identified below.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 30th day of September 2026.

 - c. **Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.

3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed \$90,000.00 dollars (\$90,000.00). Contractor shall submit an invoice to the City, no more frequently than once per month, based on a time and expense basis. Because funding for this project is likely to be appropriated in multiple fiscal years, the City may ask Consultant to submit invoices or perform work at particular times so as to guarantee that appropriated funds are available to pay invoices. The invoice shall be sent to: **David Hittle, City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Consultant. The City shall not make payment for any unauthorized work or expenses. No

additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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. The contractor shall not subcontract any part of the Services without the prior written permission of the City. Contractor's permission shall not be unreasonably withheld. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. The 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.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

- 11. Indemnification.** Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/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, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

- 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. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.
 - e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
 - f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and

- ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

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.
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.
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.
16. **Assignment.** Neither the City nor the Contractor may 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.

17. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
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.
19. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 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 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 human resources department. 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.
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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.
21. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
22. **Non-Collusion.** Contractor affirms under penalties for perjury 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.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:**TO CONTRACTOR:**

City of Bloomington	American Structurepoint, Inc.
Attn: Bloomington Planning and Transportation Dept. , Project Manager(s) :	Attn: American Structurepoint, INC Attn: Cash E. Canfield, PE President
David Hittle	
Address: 401 N. Morton St. Bloomington, IN 47404	Address: 9025 River Rd. Suite 200 Indianapolis, IN 46240
Email: david.hittle@bloomington.in.gov	Email: ccanfield@structurepoint.com
Phone: 812-349-3423	Phone: 317-547-5580

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

24. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. 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.

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

25. Living Wage Ordinance. Contractor is considered a "covered employer" and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit "D"**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor's facilities frequented by their covered employees.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

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

*[Signatures are on the following
page.]*

CITY OF BLOOMINGTON

BY:


Kyla Cox-Deckard, Chair
Board DATED

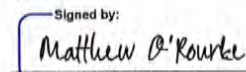

David Hittle, Director DATED

Signed by:


E9A0FAE19B82413... 9/25/2025
Kerry Thomson, Mayor DATED
City of Bloomington

AMERICAN STRUCTUREPOINT, Inc.

BY:

Signed by:

C7204A945010401 9/19/2025
Matthew O'Rourke, ACIP DATED

Planning & Economic Development Group
(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: **See Page 10-13 of the attached RFQ Response**

EXHIBIT “B”
PROJECT SCHEDULE

Proposed Start Date: October 1, 2026

Anticipated End Date: Prior to September 30, 2026

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Planning & Economic Development Group Leader of the Contractor.
(Job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signed by:
Matthew O'Rourke
Signature

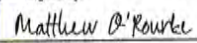
Matthew O'Rourke, AICP
Printed name

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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.

Signed by:

C7204A945010401...
Signature

Matthew O'Rourke, AICP
Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Planning & Economic Development Group Leader of the Contractor.
(Job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: Please see page 5 of the RFQ Response, attached
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

Zero (0)

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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

Signed by:
Matthew O'Rourke
Signature

Matthew O'Rourke, AICP
Printed name

CITY OF BLOOMINGTON

COMPREHENSIVE AUDIT OF DEVELOPMENT REVIEW AND PERMITTING SERVICES

SUBMITTED: AUGUST 15, 2025



AMERICAN
STRUCTUREPOINT
INC.



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580

August 15, 2025

David Hittle, AICP Director
Department of Planning and Transportation
City of Bloomington
401 N Morton St, Bloomington, IN 47404

Dear David,

The City of Bloomington's initiative to audit its development review and permitting services demonstrates a thoughtful commitment to improving how government serves its community. In a city shaped by a vibrant university presence and a highly engaged public, we understand that your permitting systems must be both efficient and responsive to a wide range of voices and expectations.

At American Structurepoint, we believe the best solutions come from understanding the realities of public service. Our proposed project manager, David Baird, is a former Director of Community Development, who supervised a city's Planning, Building Inspections, and Code Enforcement departments. David knows firsthand the challenges of managing municipal operations. He brings a practical perspective that aligns with Bloomington's goals, which are streamlining processes, improving service delivery, and achieving compliance without sacrificing quality.

Our team includes other professionals who have worked directly in permitting and developing review roles. We have been the staff behind the counter, the reviewers navigating complex codes, and the planners balancing policy with public input. This experience allows us to approach your audit with empathy and insight, offering recommendations that are not only technically sound but also grounded in the day-to-day realities of city government.

In addition to our team's direct experience in municipal permitting, we offer a full-service, interdisciplinary staff ready to support every aspect of this audit. Our proposed project manager will have immediate access to in-house experts in utilities, traffic, roadway engineering, IT solutions, environmental permitting, stormwater management, and floodplain regulations, allowing us to quickly resolve technical questions and provide holistic recommendations.

We are excited about the opportunity to help Bloomington enhance its permitting systems, improve interdepartmental coordination, and deliver a final product that reflects your community's values. Our goal is to support your departments in building a process that works better for staff, applicants, and residents alike.

This is critical in a city like Bloomington, where development decisions often intersect with infrastructure, mobility, and public expectations. We understand your world, and are ready to help. Thank you for considering our proposal. We look forward to the opportunity to collaborate with you and contribute to Bloomington's continued success.

Sincerely,
American Structurepoint, Inc.

Mike McBride, PE
Executive-In-Charge

David Baird, JD, AICP
Project Manager

Angie Frazier
Client Liaison

FIRM OVERVIEW

OUR HISTORY + EXPERTISE SPECIFIC TO YOU

In 1966, Jim Wurster and Bill Gervasio founded American Consulting Engineers, Inc. (ACE), offering civil engineering, surveying, and transportation design to public and private clients. By 1975, the firm completed its 1,000th project, confirming its growing success. Growth continued, and by 2006, Engineering News-Record had named ACE a "Top 500 Design Firm" for the ninth time. After 40 years in the industry, ACE had built strong brand equity, but its name began limiting public perception of its services. In 2006, for its 40th anniversary, the company rebranded as American Structurepoint, Inc. The new name redefined the firm and recast its future. Since then, American Structurepoint has grown from 200 to about 750 employees and now operates 18 strategic office locations. With a creative team across 11 disciplines, the firm continues to open doors to new opportunities.

LOCAL GOVERNMENT EXPERIENCE

Our team for this project includes an attorney, planners, engineers, public administrators, economic development specialists, public infrastructure specialists, historic preservation specialists, environmental scientists, and funding mechanism specialists. We know that to create a streamlined process for all approval processes, a well-rounded team is necessary to ensure all portions of the process are adequately reviewed. We also have a project manager that has experience with approving each and every one of the approval processes and knows when to reach out to each specialist on our team to ensure that a high quality review is completed for each process.



DAVID BAIRD, JD, AICP

- Former Director of Community Development for the City of McMinnville, Tennessee.
- Supervised the City's planning, code enforcement, and building inspection programs.



MIKE MCBRIDE, PE

- Former City of Carmel City Engineer.
- Obtained non-local funding for more than \$200 million in outside infrastructure funding to City projects.



MATTHEW O'ROURKE, AICP

- Former City Planner and Economic Development Division Manager.
- Land development and zoning ordinance applications, long term planning initiatives, and staff liaison to the Housing and Corridor Commission.



ANGIE FRAZIER

- Former Director at the City of Westfield
- Valuable insight into infrastructure challenges, and the unique needs



ZACH WOLF, PE

- Former Deputy Manager for City of Indianapolis DPW
- Trusted collaborator with contract management, staff management, capital improvement program development, public outreach, and reporting.

PROJECT LEADER/POINT OF CONTACT

YOUR POINT OF CONTACT



DAVID P. BAIRD, JD, AICP
**PRIMARY CONTACT/
 PROJECT MANAGER**
 P 423.834.3914
 E dbaird@structurepoint.com

David Baird, our project manager for the American Structurepoint team, is an accomplished planner and attorney specializing in local government land development ordinances with experience in 18 different states. David has also previously served as a Director of Community Development for a municipal government which allows him to see the larger picture of how a City's UDO connects to all of the different approval processes including those related to engineering.

POLISHED, FOCUSED, + READY TO REFLECT YOUR GOALS

David has successfully overseen the review of numerous land development applications, providing a strong foundation for leading this complex initiative. His comprehensive understanding of regulatory landscapes and approval processes will be instrumental to providing the attention necessary by the right specialist on our team to all areas of the Development Review and Permitting Process Audit.

EDUCATION

Juris Doctorate, Law, 2014,
 University of Memphis School of Law
 Master of Arts, Geography, 2003,
 Appalachian State University
 Bachelor of Science, Geography, 2002,
 University of North Alabama

LICENSE AND CERTIFICATIONS

American Institute of Certified Planners
 Tennessee State Bar License

WHAT WILL IT BE LIKE WORKING WITH DAVID AND HIS TEAM?

Partnering with David Baird and the American Structurepoint team means working with professionals who understand the pressures and priorities of municipal government. David's background as both an attorney and a former Director of Community Development gives him a rare blend of legal insight and operational experience. He knows what it takes to improve permitting systems from the inside out.

Our team doesn't just audit processes. We help cities like Bloomington make meaningful, lasting improvements. We've worked with communities navigating growth, modernizing outdated systems, and balancing efficiency with public trust. In a city like Bloomington, where residents and stakeholders are engaged and vocal, we know that success means more than just streamlining workflows, it means building a process that earns confidence and reflects the city's identity.

PROJECT TEAM AND STRUCTURE

THE TEAM FOR YOUR AUDIT

Our team brings a well-rounded blend of planning, permitting, and public sector experience, shaped by years of work across Indiana and beyond. We understand that improving development review is not just about identifying inefficiencies; it's about building systems that work for staff, applicants, and the broader community. With a shared commitment to enhancing the quality of life in Indiana cities, we are prepared to deliver a final product that is grounded in real-world operations, informed by stakeholder input, and tailored to Bloomington's unique context.



PROJECT TEAM AND STRUCTURE

KEY PERSONNEL



MIKE MCBRIDE, PE EXECUTIVE-IN-CHARGE

Mike is experienced in all aspects of municipal engineering, with vast knowledge in transportation and public administration. Mike uses his unique experience to help our clients recognize opportunities, provide the necessary knowledge base to visualize an optimal outcome, and then overcome the complexities of a project. He has specialized experience in transportation, roundabout design, traffic, stormwater management, public policy, public presentation and outreach, sustainability, infrastructure funding, tax increment financing, right-of-way acquisition, utility coordination, capital improvement program management, and municipal budgets.

EDUCATION

Bachelor of Science, Construction Engineering & Management, 1997, Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



ZACH WOLF, PE PRINCIPAL

Zach has 23 years of experience throughout Indiana, Ohio, and Florida and serves in an executive leadership role as vice president for American Structurepoint focusing on sales and business development nationwide. Zach has excelled in every role he's held since joining our firm in 2002, which includes over 10 years of designing and managing hundreds of successful LPA and DOT transportation and utility infrastructure projects.

EDUCATION

Bachelor of Science, Civil Engineering, 2000, Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



MATTHEW O'ROURKE, AICP DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT

Matthew has more than 20 years of extensive public- and private-sector strategic planning experience focusing on community planning, land and economic development, public engagement, market and data analysis, housing needs and affordability analysis, and zoning. He excels at tackling complex planning challenges, identifying viable alternatives, and delivering well-integrated effective solutions that link community input with data-driven ideas and results. Matthew understands how to use his combination of skills to guide developments and negotiations, visualize and research design options for your community, and market projects to successful conclusions.

EDUCATION

Master of Science, Human and Computer Interaction, 2014, DePaul University
Master of Urban Design, Urban and Regional Planning, 2004, Ball State University
Bachelor of Urban Planning and Development, 2003, University of Cincinnati

LICENSE AND CERTIFICATIONS

American Institute of Certified Planners



ANGIE FRAZIER CLIENT LIAISON

Angela brings a unique perspective to the issues facing Indiana's municipalities thanks to her public sector experience and 14 years in the structural engineering industry. She understands the challenges and opportunities awaiting today's leaders and is eager to help all communities navigate those challenges to improve infrastructure, spur economic development, and make life better.

EDUCATION

Master, Public Management, 2015, Indiana University Kokomo
Bachelor of Science, Criminal Justice, 2013, Indiana University Kokomo

PROJECT TEAM AND STRUCTURE



PATRICK O'CONNOR, PE, PTOE TRAFFIC ENGINEER

Patrick has specialized experience in traffic operations and transportation engineering in a variety of projects, including signal retiming, signal design, transportation modeling, and design of intelligent transportation systems (ITS). Patrick has a diverse background in providing a multitude of services to a full range of clients throughout the United States. Patrick is skilled in using Synchro, SimTraffic, HCS and Tru-Traffic software, as well as AutoCAD, MicroStation, AutoTurn, and SignCAD.

EDUCATION

Bachelor of Science, Civil Engineering, 2002,
Purdue University

LICENSE AND CERTIFICATIONS

Professional Traffic Operations Engineer
Professional Engineer – Indiana



GANNON GRIMMER, PE TRAFFIC ENGINEER

Gannon's traffic operations/analysis experience includes traffic impact studies, intersection/corridor capacity analysis, traffic simulation modeling, and traffic signal timing plans. He is proficient at the use of VISSIM to simulate traffic signals, roundabouts, freeways, transit operations, and signal preemption. He also analyzes traffic models in Synchro/Sim Traffic, including signal timing development for coordinated signal systems. Gannon's traffic design experience includes traffic signal design, lighting analysis and design, and signing design. His traffic design expertise ranges from small-scale projects consisting of a single intersection to large-scale projects consisting of more than 10+ miles in design length.

EDUCATION

Bachelor of Science, Civil Engineering, 2013,
Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



NOLAN SCHACHERER, PE BUILDING/FIRE CODE INVESTIGATOR

Nolan has expertise in steel building systems, renovations, and structural forensics. He is skilled in applying international and local building and fire codes to ensure safe, compliant designs across all risk categories. His work includes fire-resistance integration, coordination with code officials, and site evaluations to identify deficiencies. Nolan uses advanced modeling tools to validate structural performance under seismic, wind, and fire loads, contributing to successful projects in multiple states.

EDUCATION

Master of Science, Civil Engineering, 2021,
University of Dayton
Bachelor of Science, Civil Engineering, 2019,
University of Dayton

LICENSE AND CERTIFICATIONS

Professional Engineer - Ohio



JAMIE STETZEL, PE ROAD ENGINEER

Jamie has 23+ years of experience in roadway/highway design for projects from multi-lane urban added travel lanes to rural pavement rehabilitation. He specializes in roadway design, maintenance of traffic, ADA compliance and ramp design, erosion control, and storm drainage. Some of his 3R/4R freeway and non-freeway projects have included new divided highway alignments, new interchange or interstate interchange modifications, added travel lanes, geometric corrections, spot intersection improvements, over 1,000 ADA curb ramp designs, multiple multi-use paths as part of roadway improvement projects, more than 85 miles of roadway resurfacing and 10+ miles of full roadway reconstruction, storm sewer design, small structure replacements, and hydrologic and hydraulic modeling.

EDUCATION

Bachelor of Science, Civil Engineering, 2002,
Bradley University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana

PROJECT TEAM AND STRUCTURE



**KAREN SAAVEDRA, PE,
ASSOC. DBIA
WATER/WASTEWATER**

Karen is regularly involved in the design and evaluation of wastewater underground infrastructure and treatment facilities. Karen serves as the district engineer for the Hendricks County Regional Sewer District. Other assignments include preparation of planning/feasibility reports, wastewater process computer modeling and design, permit packages, collection system design, evaluation, and rehabilitation, technical specifications, and layout of maps and plan sheets.

EDUCATION

Master of Science, Environmental Engineering, 2011,
University of Notre Dame
Bachelor of Science, Environmental Engineering,
2009, University of Miami

LICENSE AND CERTIFICATIONS

Professional Engineer – Indiana
CSI Construction Documents Technologist
CSI Construction Documents Technologist
DBIA Design-Build Professional



**RACHEL
SPARKS, PE, CFM
STORMWATER/
FLOODPLAIN**

Rachel's stormwater modeling experience encompasses a wide range of projects for municipal, utility, transportation, and civil/site applications. Her background includes hydraulic design of bridges, culverts, storm sewers, and detention; hydrologic & hydraulic modeling; and floodplain and floodway analyses. Rachel is also experienced in design of municipal drinking water wells, water main replacements, and sanitary collection systems.

EDUCATION

Bachelor of Science, Agricultural Engineering, 2014,
Purdue University
Master of Science, Ecological Sciences and
Engineering, 2016, Purdue University

LICENSE AND CERTIFICATIONS

Certified Floodplain Manager
Professional Engineer - Indiana



**SARAH EVERHART, CHMM
ENVIRONMENTAL
PERMITTING REVIEW**

Sarah has experience preparing environmental assessment documents, wetland determinations and delineations, wetland permitting, Phase I and Phase II environmental site assessments, and NEPA documentation. Sarah has specialized experience with the LPA process for environmental documentation and is also versed in the processes and issues related to Section 4(f) and Section 106. Sarah has led various public involvement campaigns, as well as built relationship with local, state, and federal agencies.

EDUCATION

Bachelor of Science, Natural Resources and
Environmental Science, 2016, Purdue University

LICENSE AND CERTIFICATIONS

Asbestos Inspector - Indiana
INDOT Categorical Exclusion - Indiana
Certified Hazardous Materials Manager (CHMM)
INDOT NEPA – Indiana



**TONY VALASEK
IT SOLUTIONS**

Tony is directly responsible for applying IT technologies to meet qualified business objectives for both American Structurepoint and its clients. In addition, he is also responsible for designing and maintaining the computing, telecommunications, and network infrastructure that is utilized by American Structurepoint to meet its corporate objectives. Tony's other duties include providing fast and reliable access to information sources, researching new technologies for possible deployment, aiding with prioritizing and managing IT objectives for American Structurepoint and its clients, along with monitoring and maintaining a highly dependable, productive, and secure information system that is used for financial, administrative, sales, marketing, and engineering design CAD functions.

EDUCATION

Bachelor of Science, Electrical Engineering,
Purdue University

REFERENCES

PROOF IS IN THE PUDDING!

Our team has partnered with communities across Indiana and the Midwest to improve permitting systems, streamline development review processes, and enhance interdepartmental coordination. These engagements have involved audits, process redesigns, and implementation support—each tailored to the unique needs of the municipality.

“David’s knowledge and professionalism during our project was excellent. Not only did David really know his stuff, but he was also able to think on my level because he has been in my role and knows what it is like to be in my shoes.”

— SARAH HAMER, PLANNING DIRECTOR

CITY OF GREENSBURG

SARAH HAMER
PLANNING DIRECTOR

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JOHNSON COUNTY

MICHELE HANSARD, AICP
DIRECTOR

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CITY OF MUNCIE

ADAM LEACH
CITY ENGINEER AND STREET
SUPERINTENDENT

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AUSTIN EIDEMILLER
PLANNING AND ZONING MANAGER

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E austi.eidmiller@troyohio.gov



CITY OF CHILLICOTHE

CLINT BOGGS
CHIEF OF STAFF

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E clint.boggs@chillicotheoh.gov

CITY OF GREENDALE

ANGIE WALTERS
FORMER EXECUTIVE DIRECTOR

City of Greendale
488 Ludlow Street, Greendale, Indiana 47025
P 812.290.6181

PROJECT APPROACH

PROPOSED SCOPE OF SERVICES



PHASE 1: EDUCATE (MONTHS 1 + 2)

This phase is dedicated to learning about Bloomington and how the development review and permitting services function within the city. We will conduct research and engagement activities to discover the key issues and challenges that need to be addressed throughout the project. This phase will be used to get to know city staff and key stakeholders to understand the issues and concerns that exist for each group. Specific activities in this phase include:

VIRTUAL INTERNAL KICKOFF MEETING This meeting will provide an opportunity to clarify expectations and answer questions about tasks, schedules, data, and deliverables for the update. As part of this meeting, we discuss potential stakeholder interview groups. We propose having similar meetings to the virtual internal kickoff meeting on a bi-weekly basis that will serve as check-ins where we will discuss key items and topics.

STAKEHOLDER INTERVIEWS Meet with stakeholder groups that may have key insights into how the city's development review and permitting services typically operates. Typical stakeholder groups include, but are not limited to:

- City Staff (from all city departments involved in permitting)
- Contractors
- Design Professionals (Engineers, Architects, Planners, etc.)
- Developers
- Laypersons (applicants)

TRIP #1

- City Staff Meetings
- Stakeholder Interviews
- Plan Commission Presentation – (scope of work; first trip observations; and Commission member input)

KEY DELIVERABLE

- Summary of Stakeholder Input





PHASE 2: EXPLORE (MONTHS 3 + 4)

After receiving initial feedback through our first site visit which will include key meetings with both internal and external stakeholders, our team will dig deep into the city's development review and permitting process processes.

CODE AUDIT Our team will review the administrative procedures and application material requirements for all relevant documents. This will include, but is not limited to, all ordinances, codes, policies, and manuals that the City currently uses. As part of this review, our team will:

- Assess compliance with all applicable federal, state, and local laws, ordinances, codes, and regulations related to development review and permitting, including newly-adopted state legislation slated to go into effect January 2026.
- Review the current local regulations to determine if the existing regulations are as streamlined as possible. To do this we will assess whether the existing regulations creates a process that is either legally or functionally longer than necessary.
- Review the city's existing manuals and application materials to ensure that they are appropriately cross-referenced to the city's existing codes and ordinances.

EFFICIENCY AND EFFECTIVENESS ANALYSIS After learning about the existing regulatory framework, our team will shift to an analysis of how effectively the City of Bloomington is using its resources to administer its regulations and processes. This will include, but is not limited to, a review of existing customer service and staff training protocols.

- Document "as-is" development review and permitting processes, from application submission, to permit issuance, to final site inspection.
- Analyze the efficiency of the development review process, including cycle times, bottlenecks, redundancies, communication lapses, and other challenges.
- Evaluate the effectiveness of communication channels between city departments, other checkpoint departments and agencies, and applicants.
- Review mechanisms for applicant feedback and satisfaction.
- Assess the adequacy of current staffing levels and staff expertise in relation to permit review demands.



TECHNOLOGY UTILIZATION Our project manager will work with our in-house Information Technology (IT) team to review the current use of technology in the review process (e.g., permitting software, online portals, document management).

- Provided that we are able to obtain access through Tyler Technologies Enterprise Permitting and Licensing Team, we will review your newly re-built platform and make comments which can be routed to Tyler Technologies to enhance their final product for your needs.
- Review of other uses of technology in addition to Tyler Technologies that your department is currently using.

KEY DELIVERABLE

- Existing Conditions Report (including a Code Audit Report; Efficiency and Effectiveness Report; and a Technology Utilization Report)

TRIP #2

- City Staff Meetings
- Plan Commission Presentation (to include but is not limited to key points for the Summary of Stakeholder Input; Code Audit; Efficiency and Effectiveness Analysis; and Technology Utilization)
- Additional Site Visit(s) – If an additional site visit or site visits is necessary to effectively witness and review the city's processes relative to the Efficiency and Effective Analysis, we are willing to undertake this provided that the additional dates are at a mutually agreed upon time.



PHASE 3: EMPOWER (MONTHS 5 – 9)

This phase is dedicated to creating solutions based upon the results of our analysis and review from both phases 1 and 2. Prior to creating a Recommendations Report, our team will identify applicable industry best practices in development and permit review processes from comparable jurisdictions.

BEST PRACTICES REVIEW Our team will research potential solutions for the challenges that are identified from phases 1 and 2. This research will include, but is not limited to, reviewing comparable jurisdictions and our team's past professional experiences.

PRELIMINARY RECOMMENDATIONS REPORT

Our team will create a preliminary draft of a Recommendations Report.

- The report will create clear, actionable, and prioritized recommendations for improving the development review process, addressing identified deficiencies, and enhancing overall efficiency and customer satisfaction.
- The report will include implementation timelines and, where applicable, potential cost savings/benefits.



REVIEW OF PRELIMINARY RECOMMENDATIONS REPORT After sending a draft of the Preliminary Recommendations Report, we will allow for time for city staff, the Plan Commission, and any other relevant board or commission, to review the draft report and make comments which will be incorporated into the Final Recommendations Report. After we receive these comments, there may be a need for our team to have a follow-up conversation or conversations about said comments to ensure that we are adequately addressing your needs.

FINAL RECOMMENDATIONS REPORT Our team will create a Final Recommendations Report.

- The report will incorporate the comments made by city staff, the Plan Commission, and any other relevant board or commission.
- The final report will include an executive summary, detailed sections for each area of the scope of work, and, where applicable, appendices with supporting data.

TRIP #3

- City Staff Meetings
- Plan Commission Presentation (Summary of Final Recommendations Report)

KEY DELIVERABLES

- Preliminary Recommendations Report
- Final Recommendations Report

ONGOING IMPLEMENTATION SUPPORT For two months after our team's delivery of the Final Recommendations Report, we will be available for follow-up consultation to assist with the implementation of the recommendations. After the initial two months are complete, without any additional charge, our team can continue to be involved on an hourly rate basis.



SCHEDULE + COST

PROJECT TIMELINE + COST BREAKDOWN

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	COST
PHASE 1: EDUCATE										\$9,000
Virtual Internal Kickoff Meeting										\$500
Stakeholder Interviews										\$3,000
Trip #1 - Meetings and Presentation										\$4,000
Summary of Stakeholder Input										\$1,500
PHASE 2: EXPLORE										\$52,000
Code Audit										\$15,000
Efficiency and Effectiveness Analysis										\$20,000
Technology Utilization										\$9,000
Existing Conditions Report										\$6,000
Trip #2 - Meetings and Presentation										\$2,000
PHASE 3: EMPOWER										\$29,000
Best Practices Review										\$5,000
Preliminary Recommendations Report										\$8,000
Review of Preliminary Recommendations Report										\$2,000
Final Recommendations Report										\$8,000
Trip #3 - Meetings and Presentation										\$2,000
Implementation Support										\$4,000
TOTAL										\$90,000

 Indicates In-Person Meeting

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