

Board of Public Works Meeting

August 02, 2022



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

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

AGENDA
BOARD OF PUBLIC WORKS
August 02, 2022

A Regular Meeting of the Board of Public Work will be held Tuesday, August 02, 2022 at 5:30 p.m. in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/84834187869?pwd=Q2NEQ2ZTQljUHdvNzZoV1pJOTI4QT09>

Meeting ID: 848 3418 7869 Passcode: 901735

The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

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.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

1. Appeal Notice of Violation #51567 at 4224 E. Penn Court
2. Appeal Notice of Violation 51601 at 1219 S. Stull Ave.

III. TITLE VI ENFORCEMENT

1. Abatement at 1209 W. 11th Street

IV. CONSENT AGENDA

1. Approval of Minutes July 19 , 2022
2. Resolution 2022-36; Pridefest
3. Resolution 2022-52; Hoosiers Outrun Cancer
4. Resolution 2022-56; Lotus
5. Resolution 2022-57; Harvest Hootenanny
6. Resolution 2022-58; B-Town Neighboring Project, Fall Welcome Event
7. Noise Permit; Urban Fabric for Ribbon Cutting Ceremony for Art Installation at 4th Street Garage
8. Noise Permit; Gold Coast Neighborhood Pot Luck
9. Resolution 2022-55; Renew Mobile Vendor in Public Right-of-Way; The Big Cheeze
10. Resolution 2022-41; Declaration of Surplus from Parking Services
11. 2022 Service Agreement with Thrasher Landscaping
12. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2022-59; Change Order #1 with Haire Construction for Repair of Unsafe Structure at 410 S. Highland Ave.
2. Street Closure Request from Renascent, Inc. on W. 1st Street (August 10, 2022 – August 23, 2022)
3. Street Closure Request from Renascent, Inc. on N. Dunn Street and N. Grant Street
4. Contract with PEI Maintenance for Fuel Tank Inspections

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

STAFF REPORT
Appeal of Excessive Growth NOV
Ticket # 51369

Appellant Information:

Mark Harper (owner)
4224 E. Penn Ct.
Bloomington, IN 47408
DateAppealed: July 19, 2022

Citation Information:

Issued: July 14, 2022
By: Jo Stong
Place: 4224 E. Penn Ct.
For: Weeds/Noxious Plants

Attachments:

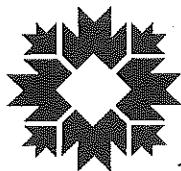
1. Notices of Violation
2. Appellant's Appeal of Notice of Violation

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 July 14, 2022, Neighborhood Compliance Officer Jo Stong inspected the property located at 4224 E. Penn Ct, Bloomington, IN (Hereinafter the "Property") and personally observed Chinese Bushclover (*Sericea Lespedeza*), a prohibited weed and noxious plant, had grown in violation of BMC 6.06.050. Officer Stong issued a Notice of Violation with a fine under citation number of 51367 on July 14, 2022, for excessive growth, in violation of BMC 6.06.050.
3. Chinese Bushclover (*Sericea Lespedeza*) is a prohibited invasive plant species under both the Bloomington Municipal Code and the State of Indiana's prohibited plant species list.
4. The NOV was 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).
5. Mark Harper (Hereinafter the "Owner") owns this Property and is a person who shall be considered a responsible party under 6.06.070(a).
6. Owner asks for relief from the ticket stating that Owner likes the plants and wants to keep them.
7. The Board of Public Works previously considered and denied an appeal from Mark Harper for this Property and the same violations on July 5, 2022.

Staff Recommendation:

The Appeal should be denied because the NOV was properly issued, notice properly given, and evidence from the compliance officer shows the prohibited weed was allowed to grow at or greater than eight inches, which is a violation of BMC 6.06.050.



Notice of Violation

Thurs

Date 7.14.22 Time 2:05 PM Address/location 4224 E. Penn Court 47408

Issued by: 230

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#** 5156?

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. Plants growing on lawn are invasive.

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	<u>Mark Harger</u>		
Address	<u>4224 E. Penn ct.</u>		
City	<u>Bloomington</u>	State	<u>IN</u>
Zip Code	<u>47408</u>		

Agent Name	<u></u>		
Address	<u></u>		
City	<u></u>		
State	<u></u>		
Zip Code	<u></u>		

BPW: _____

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



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: Mark L. Harper

Phone Number 812 219-3191

Citation Number: _____

Date on Excessive Growth Citation: 7-14-22

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

Local Address:

4224 E Penn ct

Permanent Address:

4224 E Penn ct

Today's Date: 19 JUL 2022

Reason for Appeal: Vague, arbitrary judgements about what is invasive and what isn't. I have an erosion issue. I also want my flower(s) plants to flower for Bees to pollinate!

(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

Mark L. Harper

Date

19 JUL 2022

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 #51369

On July 14, 2022, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Notice of Violation #51367 to Mark Harper. Mark Harper timely appealed the Notice of Violation to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Notices of Violation on Tuesday, August 2, 2022. The Board of Public Works finds as follows:

1. Mark Harper is the owner of the real property located at 4224 E. Penn Ct, Bloomington, Indiana (the "Property").
2. On July 14, 2022, City of Bloomington Neighborhood Compliance Officer Jo Stong did personally observe *Sericea Lespedeza* (Chinese Bushclover), a prohibited weed, growing on the Property at a height greater than eight inches.
3. Mark Harper admits that the property has *Sericea Lespedeza* growing at a height in excess of 8 inches, and has allowed such to grow on the property.
4. *Sericea Lespedeza* is on the invasive and prohibited plants list in Table 04-18 under Title 20 of the Bloomington Municipal Code ("BMC") as well as a prohibited invasive plant species under the State of Indiana's Terrestrial Plant Rule (312 IAC 18-3-25) and is a "Weed" pursuant to Title 6 of the BMC.
5. HAND appropriately issued the warning to Mark Harper pursuant to BMC 6.06.050 because the Mark Harper allowed the Property to be overgrown with *Sericea Lespedeza*.

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

Upholds the Following Notice of Violation: _____.

Voids the Following Notice of Violation: _____.

So ordered this 2nd day of August, 2022.

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

STAFF REPORT
Appeal of Excessive Growth NOV
Ticket # 51601

Appellant Information:

Duncan Searle (owner)
1219 S Stull Ave.
Bloomington, IN 47401
DateAppealed: July 21, 2022

Citation Information:

Issued: July 21, 2022
By: HAND
Place: 1219 S. Stull Ave.
For: Weeds/Noxious Plants

Attachments:

1. Notices of Violation
2. Appellant's Appeal of Notice of Violation
3. Photographs of violations

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 July 21, 2022, a HAND Neighborhood Compliance Officer inspected the property located at 1219 S. Stull Ave Bloomington, IN (Hereinafter the "Property") and personally observed grass and weeds had grown in violation of BMC 6.06.050. HAND issued a Notice of Violation without a fine under citation number of 516010 on July 21 2022, for excessive growth, in violation of BMC 6.06.050.
3. The NOV was 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. Duncan Searle (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 likes the overgrowth and wants to keep his property with that way.

Staff Recommendation:

The Appeal should be denied because the NOV was properly issued, notice properly given, and evidence from the compliance officer shows the prohibited weed was allowed to grow at or greater than eight inches, which is a violation of BMC 6.06.050.

STAFF REPORT
Appeal of Excessive Growth NOV
Ticket # 51601

Appellant Information:

Duncan Searle (owner)
1219 S Stull Ave.
Bloomington, IN 47401
DateAppealed: July 21, 2022

Citation Information:

Issued: July 21, 2022
By: HAND
Place: 1219 S. Stull Ave.
For: Weeds/Noxious Plants

Attachments:

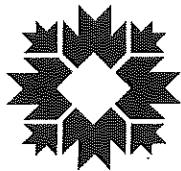
1. Notices of Violation
2. Appellant's Appeal of Notice of Violation
3. Photographs of violations

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 July 21, 2022, a HAND Neighborhood Compliance Officer inspected the property located at 1219 S. Stull Ave Bloomington, IN (Hereinafter the "Property") and personally observed grass and weeds had grown in violation of BMC 6.06.050. HAND issued a Notice of Violation without a fine under citation number of 516010 on July 21 2022, for excessive growth, in violation of BMC 6.06.050.
3. The NOV was 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. Duncan Searle (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 likes the overgrowth and wants to keep his property with that way.

Staff Recommendation:

The Appeal should be denied because the NOV was properly issued, notice properly given, and evidence from the compliance officer shows the prohibited weed was 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/

Date 7-21-22 Time 10:30 Address/location 1219 S. Stull Ave 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# 51601

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 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 Seorle, Duncan E

Address 1219 S Still Ave

City Bloomington State IN

Zip Code 47401

Agent Name _____

Address _____

City _____ State _____

Zip Code

BPW:

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





Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: August 2, 2022

Re: Request to Abate property at 1209 W 11th St., Bloomington, IN

Attachments:

1. NOV Issued 06-22-2022, 07-06-2022, 07-28-2022.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

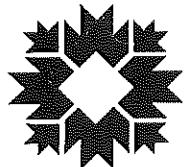
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 06-22-2022, 07-06-2022, and 07-28-2022, a City of Bloomington Neighborhood Compliance Officer inspected the property located at 1209 W 11th Street, 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 was/were issued to the Estate of Thomas Mobley c/o Catherine Mobley (Hereinafter the “Owner”) because the estate 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/

Date 6/22/22 Time 12:12 pm Address/location 1209 W 11th St 47404

Issued by: 218

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# 51416

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: Mow all overgrown grass on the 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: Catherine Mobley
Address: Estate of Thomas Mobley
Address: 2500 S Rockport Rd Apt 603
City: Bloomington State: IN
Zip Code: 47403

BPW: _____

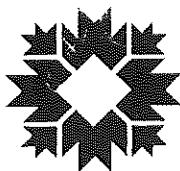
Agent Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____

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



Notice of Violation

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

Date 7-6-22 Time 12:40 pm Address/location 1209 W 14th St 47404
Issued by: 218

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#** 51527

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: mow all overgrown grass/weeds on the property.

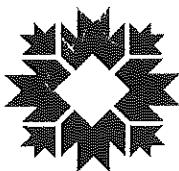
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Estate of Thomas Mobley
Catherine Mobley
Address 2500 S Rockport Rd Apt 603
City Bloomington State IN
Zip Code 47403

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

BPW: _____

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



Notice of Violation

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

Date 7.14.22 Time 9:47 am Address/location 1209 W 11th St 47404
Issued by: 218

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# 51571

Comments: mow all overgrown grass on the 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 Estate of Thomas Mobley
Address 2500 S Rockport Rd Apt 601
City Bloomington State IN
Zip Code 47403

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

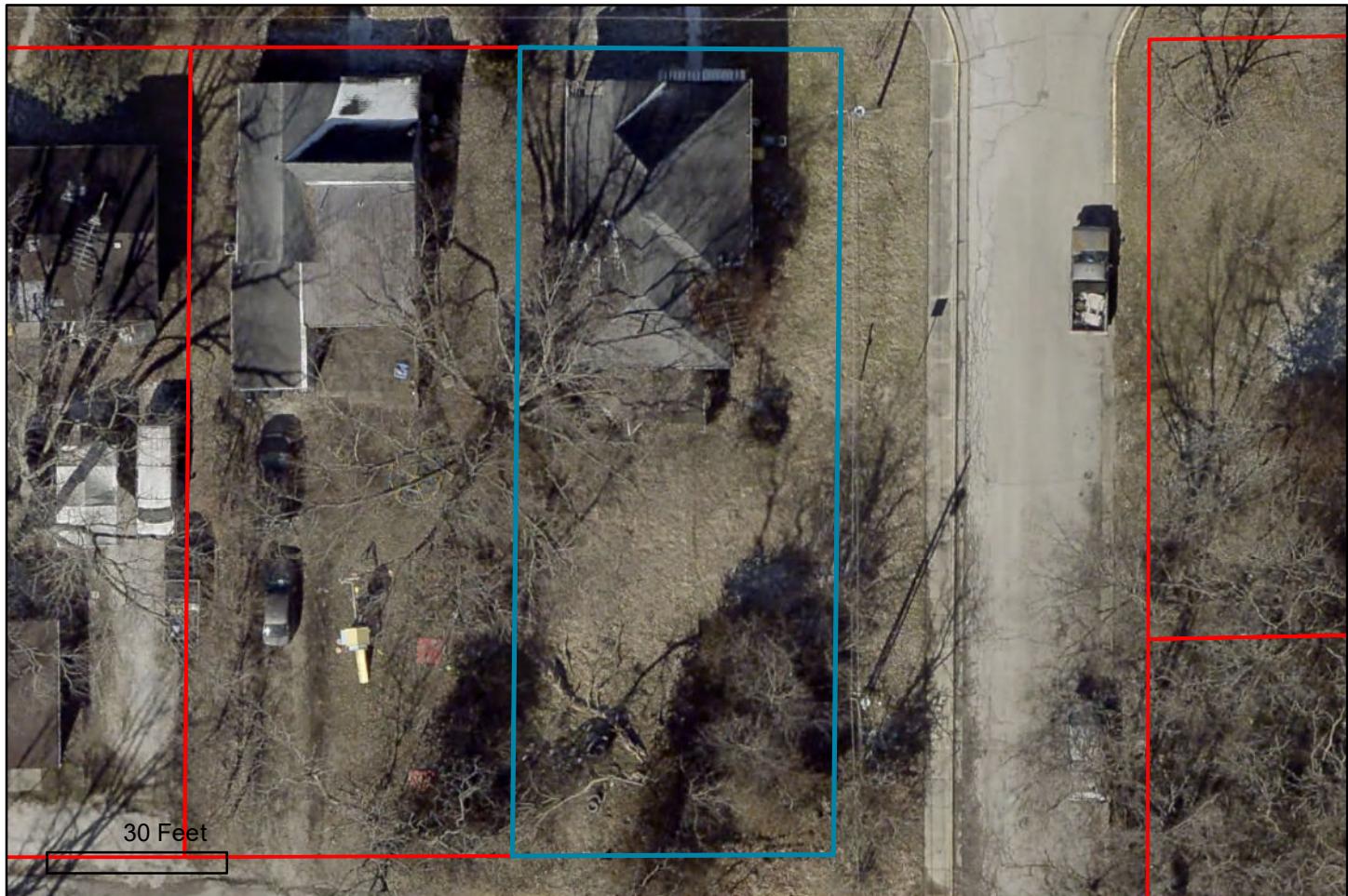
BPW: ~~X 8-222~~

Mail Copies To: Resident: Owner: Agent:



Monroe County, IN

1209 W 11th ST, Bloomington, IN 47404-3213
53-05-32-208-002.000-005



Parcel Information

Parcel Number: 53-05-32-208-002.000-005

Alt Parcel Number: 013-12640-00

Property Address: 1209 W 11th ST
Bloomington, IN 47404-3213

Neighborhood: 1312 Trending 2006 - A

Property Class: 1 Family Dwell - Platted Lot

Owner Name: Mobley, Charles; Mobley, Fredrick Lee; Mobley, Thomas; Mobley, Crystal

Owner Address: 512 South Basswood Dr Apt. H
Bloomington, IN 47403

Legal Description: 013-12640-00 CENTRAL PARK LOT 1

Taxing District

Township: BLOOMINGTON TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.165	



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Charles, Fredrick Lee, Thomas, Crystal Mobley ("Property Owners")

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 1209 W 11th ST, Bloomington 47404, under parcel number 53-05-32-208-002.000-005 and whose legal description is 013-12640-00 CENTRAL PARK LOT 1 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday August 2, 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404**. You must contact the Office of Public Works at **812-349-3410** or email at public.works@bloomington.in.gov for further information.

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

Fines are not appealed at this meeting

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 06-22-2022, 07-06-2022, and 07-28-2022 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 2, 2022.

The Board of Public Works now finds as follows:

1. The Estate of Thomas Mobley (Hereinafter the “Owner”) owns the real estate located at 1209 W 11th Street, Bloomington, IN, and whose legal description is 013-12640-00 CENTRAL PARK LOT 1. (Hereinafter the “Property”).
2. On 06-22-2022, 07-06-2022, and 07-28-2022, a City of Bloomington Neighborhood Compliance Officer issued 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 not appealed.
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 FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 22nd DAY OF June, 2023.**
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 2nd Day of August, 2022.

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

The Board of Public Works meeting was held on Tuesday, July 19, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Elizabeth Karon presiding.

Present: Elizabeth Karon
Jennifer Lloyd

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

ROLL CALL

City Staff: April Rosenberger -- Public Works
Kenny Liford – Housing and Neighborhood Development
Neil Kopper – Engineering
Patrick Dierkes – Engineering
Roy Aten – Engineering
Mike Stewart -- Engineering
Paul Kehrberg – Engineering

None

**MESSAGES FROM BOARD
MEMBERS**

**PETITIONS &
REMONSTRANCES**

Greg Alexander spoke of an abatement that had gone to the Board during the previous meeting. He confirmed what the homeowner had said about having debris left in his yard from a City project. Alexander also said that 90% of the homeowner's yard was not impacted by this debris and it could have been mowed. Stated he was disappointed in the City for leaving the area in the condition it was in.

Kenny Liford, Housing and Neighborhood Development, presented Abatement at 2216 S. Laurelwood Drive. See meeting packet for details.

Board Comments: Jennifer Lloyd asked Liford to talk about the issues with the property. Liford answered that he had never actually interacted with the property owner, but it has been confirmed that he lives on the premises. Liford listed the dates in which he issued warnings and tickets with fines. Lloyd asked if the property had been visited in the past week. Liford confirmed that it had. Karon asked if the abatement would just include the front and side of the property. Liford answered that the abatement will address what can be seen from the street.

Lloyd made a motion to approve Abatement at 2216 S. Laurelwood Drive. Karon seconded. All in favor, motion is passed.

1. Approval of Minutes; July 05, 2022
2. Addendum to Centerstone Cooperative Services Agreement
3. Resolution 2022-48; Renew Mobile Vendor in Public Right-of-Way, Kona Ice Truck #2
4. Resolution 2022-49; Renew Mobile Vendor in Public Right-of-Way, Uno Mas Taco Truck
5. Noise Permit; TD's CDs and LPs Employee Appreciation Picnic
6. Noise Permit; Dr. Wrasse Memorial Bike 4 Fitness
7. Resolution 2022-50; Supermarket Pop-Up
8. Resolution 2022-51; Student Involvement Fair
9. Resolution 2022-53; WFHB Block Rocker
10. Resolution 2022-54; Banneker Center Summer Block Party

CONSENT AGENDA

**TITLE VI ENFORCEMENT
Abatement at 2216 S. Laurelwood
Drive**

11. Approval of Payroll

Board Comments: None

Lloyd made a motion to approve the Consent Agenda. Karon seconded. All in favor, motion is passed.

Neil Kopper, Engineering, presented Amendment #1 to Agreement with American Structurepoint, Inc. for On-Call Traffic Engineering Services. See Meeting packet for details.

Board Comments: Lloyd asked to clarify that the amount added to the agreement is not an annual amount, but a cumulative. Kopper confirmed.

Lloyd made a motion to approve Amendment #1 to Agreement with American Structurepoint, Inc. for On-Call Traffic Engineering Services. Karon seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented Addendum #1 to Preliminary Engineering Contract with Bynum Fanyo and Associates, Inc. for the Adams Street Sidewalk Project. See meeting packet for details.

Board Comments: None

Lloyd made a motion to approve Addendum #1 to Preliminary Engineering Contract with Bynum Fanyo and Associates, Inc. for the Adams Street Sidewalk Project. Karon seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented LPA-Consulting Contract with VS Engineering for Right-of-Way Services for the 1st Street Reconstruction Project from Fairview St. to College Ave. See meeting packet for details.

Board Comments: None

Lloyd made a motion to approve LPA-Consulting Contract with VS Engineering for Right-of-Way Services for the 1st Street Reconstruction Project from Fairview St. to College Ave. Karon seconded. All in favor, motion is passed.

Roy Aten, Engineering, presented Construction Inspection Contract with Crossroad Engineers, PC for the B-Line Extension Project. See meeting packet for details.

Board Comments: Lloyd asked how long this extension will be. Aten answered that it is a very long section that will connect the B-Line to all the other trails all the way up to Ellettsville.

Lloyd made a motion to approve Construction Inspection Contract with Crossroad Engineers, PC for the B-Line Extension Project. Karon seconded. All in favor, motion is passed.

Mike Stewart, Engineering, presented Lane Closure Request form Centerpoint Energy on W. 17th Street (July 20, 2022- August 31, 2022). See meeting packet for details.

Board Comments: Lloyd asked if this project would interfere with the IU football schedule. Stewart said there isn't a huge concern, especially since there isn't any Saturday work scheduled.

NEW BUSINESS

Amendment #1 to Agreement with American Structurepoint, Inc. for On-Call Traffic Engineering Services

Addendum #1 to Preliminary Engineering Contract with Bynum Fanyo and Associates, Inc. for the Adams Street Sidewalk Project

LPA-Consulting Contract with VS Engineering for Right-of-Way Services for the 1st Street Reconstruction Project from Fairview St. to College Ave.

Construction Inspection Contract with Crossroad Engineers, PC for the B-Line Extension Project

Lane Closure Request form Centerpoint Energy on W. 17th Street (July 20-August 31, 2022)

Lloyd made a motion to approve Lane Closure Request from Centerpoint Energy on W. 17th Street (July 20, 2022- August 31, 2022). Karon seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Street and Alley Closure Request from Renascent, Inc. on N. Dunn Street (August 29, 2022-September 12, 2022) and N. Grant Street (August 01, 2022-August 13, 2022). See meeting packet for details.

Board Comments: none

Lloyd made a motion to approve Street and Alley Closure Request from Renascent, Inc. on N. Dunn Street (August 29, 2022-September 12, 2022) and N. Grant Street (August 01, 2022-August 13, 2022). Karon seconded. All in favor, motion is passed.

April Rosenberger, Public Works, presented Contract with Indiana Sign & Barricade for Pavement Marking Services on behalf Joe VanDeventer. See meeting packet for details.

Board Comments: none

Lloyd made a motion to approve Contract with Indiana Sign & Barricade for Pavement Marking Services. Karon seconded. All in favor, motion is passed.

April Rosenberger, Public Works, presented Contract with Air Technology Solutions of Delaware, LLC, for Air Filtration System at the Fire Department Logistics & Training Center on behalf of J.D. Boruff. See meeting packet for details.

Board Comments: Lloyd commented that she feels this system is very important for the fire department and is glad they are receiving it.

Lloyd made a motion to approve Contract with Air Technology Solutions of Delaware, LLC, for Air Filtration System at the Fire Department Logistics & Training Center. Karon seconded. All in favor, motion is passed.

Roy Aten, Engineering, presented an update on the Crosswalks improvements project.

Lloyd made a motion to approve claims in the amount of \$1,778,390.89. Karon seconded. All in favor, motion is passed.

Karon called for adjournment at 5:57 p.m.

Accepted By:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Date: Attest to:

Street and Alley Closure Request from Renascent, Inc. on N. Dunn Street (August 29, 2022-September 12, 2022) and N. Grant Street (August 01, 2022-August 13, 2022)

Contract with Indiana Sign & Barricade for Pavement Marking Services

Contract with Air Technology Solutions of Delaware, LLC. for Air Filtration System at the Fire Department Logistics & Training Center

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

ADJOURNMENT

Board of Public Works Staff Report

Project/Event: 2022 Bloomington PrideFest

Staff Representative: April Rosenberger

Petitioner/Representative: Janae Cummings, Bloomington PRIDE, Ltd.

Event Date: August 27, 2022

Meeting Date: August 02, 2022

Report: The 9th Annual Bloomington Pridefest is a street festival celebrating the LGBTQ+ community of South Central Indiana and its allies. The festival features a vendor expo, workshops with activists and experts, wellness activities, music performances, and family and late night performances.

Event hours are 2:00 p.m. to 11:45 p.m. on August 27, 2022, with set-up/teardown from August 26, 2022 at 6 pm to August 28, 2022 at 2 am. They are requesting a Noise Permit as well during event hours.

Board of Public Works
Staff Report



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Janae Cummings		
Contact Phone:	765-215-3562	Mobile Phone:	
Title/Position:	Chair, Board of Directors		
Organization:	Bloomington PRIDE, Ltd		
Address:	PO Box 504		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	chair@bloomingtonpride.org		
Organization E-Mail and URL:	info@bloomingtonpride.org / bloomingtonpride.org		
Org Phone No:	N/A	Fax No:	N/A

2. Any Key Partners Involved (including Food Vendors if applicable)

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, August 27, 2022		
Time of Event:	Date: 8/27	Start: 2pm	Date: 8/27 End: 11:45pm
Setup/Takedown time Needed	Date: 8/26	Start: 6pm	Date: 8/28 End: 2am
Calendar Day of Week:	Saturday		
Description of Event:	<p>The ninth annual Bloomington Pridefest, ranked by Thrillist as the best college town pride in the nation, is a street festival celebrating the LGBTQ+ community of South Central Indiana and its allies. The festival features a vendor expo, as well as workshops with activists and experts, wellness activities, music performances, and family and late-night entertainment.</p>		
List of Street Closures (If applicable)	East Kirkwood between Washington and Dunn Streets Grant Street from 6th St to alley/fire lane between Kirkwood and 4th St Lincoln Street from 6th St to alley/fire lane between Kirkwood and 4th St Alley access will remain open		
Expected Number of Participants:	18,000-20,000	Expected # of vehicles (Use of Parking Spaces to close): 4-6 food trucks	

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

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

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/ Sidewalks/ Use of Metered Parking

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



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

Event and Noise Information

Name of Event:	Bloomington Pridefest		
Location of Event:	East Kirkwood Avenue, including Grant & Lincoln Streets		
Date of Event:	August 27, 2022	Time of Event:	Start: 2pm
Calendar Day of Week:	Saturday		End: 11:45pm
Description of Event:	The ninth annual Bloomington Pridefest, ranked by Thrillist as the best college town pride in the nation, is a street festival celebrating the LGBTQ+ community of South Central Indiana and its allies. The festival features a vendor expo, as well as workshops with activists and experts, wellness activities, music performances, and family and late-night entertainment.		
Source of Noise:	<input checked="" 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Bloomington PRIDE safe-space programs	

Applicant Information

Name:	Janae Cummings		
Organization:	Bloomington PRIDE, Ltd	Title:	Chair, Board of Directors
Physical Address:	1003 S Grant St		
Email Address:	chair@bloomingtonpride.org	Phone Number:	765-215-3562
Signature:			
Date: 2 May 2022			

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Beth H. Hollingsworth, Vice-President

Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

Event name: Bloomington Pridefest
Number of expected attendees: 18,000-20,000
Number of food vendors: 4-6
Number of other vendors: 125

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

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

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

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

Type of waste	Collection plan
Paper plates, paper napkins, plastic cutlery, plastic cups, food waste	Waste and recycling bins staffed by volunteers

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Pridefest.

The Board of Public Works meeting to hear this request will be AUGUST 27, 2022. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for Bloomington Pridefest will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

Contact Information- Other			
	Location	Contact	Phone Number
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



PEOPLES PARK USE APPLICATION

- Park operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Parks Department at least two weeks prior to the use of the park.
- An application for use of the park shall not become a permit until it has been approved and signed by the Department.
- Applications for use will only be accepted for Peoples Park, 501 E. Kirkwood Ave. within the park boundaries.

Type of Organization: (check all that apply)

Governmental: Private
 City of Bloomington Department-Affiliated Profit Making
 Monroe County Non-Profit
 Other _____ Tax ID# 46-3301419

Applicant Information

Contact Name: Janae Cummings Contact Phone: 765-215-3562
Title/Position: Chair, Board of Directors Organization: Bloomington Pride, Ltd.
Address: PO Box 504
City, State, Zip: Bloomington, IN 47401 Contact Email Address: chair@bloomingtonpride.org

1. Guidelines

- All materials must be placed within the park and must not block any sidewalk or pedestrian traffic within the park.
- Bloomington Parks and Recreation only provides a space. You need to bring all items necessary for your use (table, chair(s) and any items you want to display).
- Groups may not give away homemade items intended for human consumption. Only pre-packaged items produced in an inspected kitchen may be distributed.
- Groups may not amplify sound without an approved noise permit from the City of Bloomington Public Works Department.
- Bloomington Parks and Recreation may at any time ask a group to vacate the park premises.
- Events requesting to set up larger infrastructure, charging admission, or requiring additional communication may require additional permits.
- Goods may not be sold without a City of Bloomington Soliciting permit.
- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the use of the park. If you have questions or concerns please contact Crystal Ritter at 812.349.3962 or ritterc@bloomington.in.gov.

Type of Use: Distribution of goods or services Fundraising
 Public Information Business Information

(All Events: Applications will not be approved for dates where Bloomington Parks and Recreation has planned programming in the park.)

Type of use: Space will be used for kid-friendly and family activities

Date (s) Requested: August 27, 2022

Time (s) Requested: 2pm-6pm

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF BLOOMINGTON PARKS AND RECREATION 2022 PEOPLES PARK USE APPLICATION.

Signature: David C. Johnson Date: 4 May 2022

City of Bloomington Parks and Recreation Department Special Event Application (**PARK USE ONLY**)

Date Received: _____

Partnership: _____

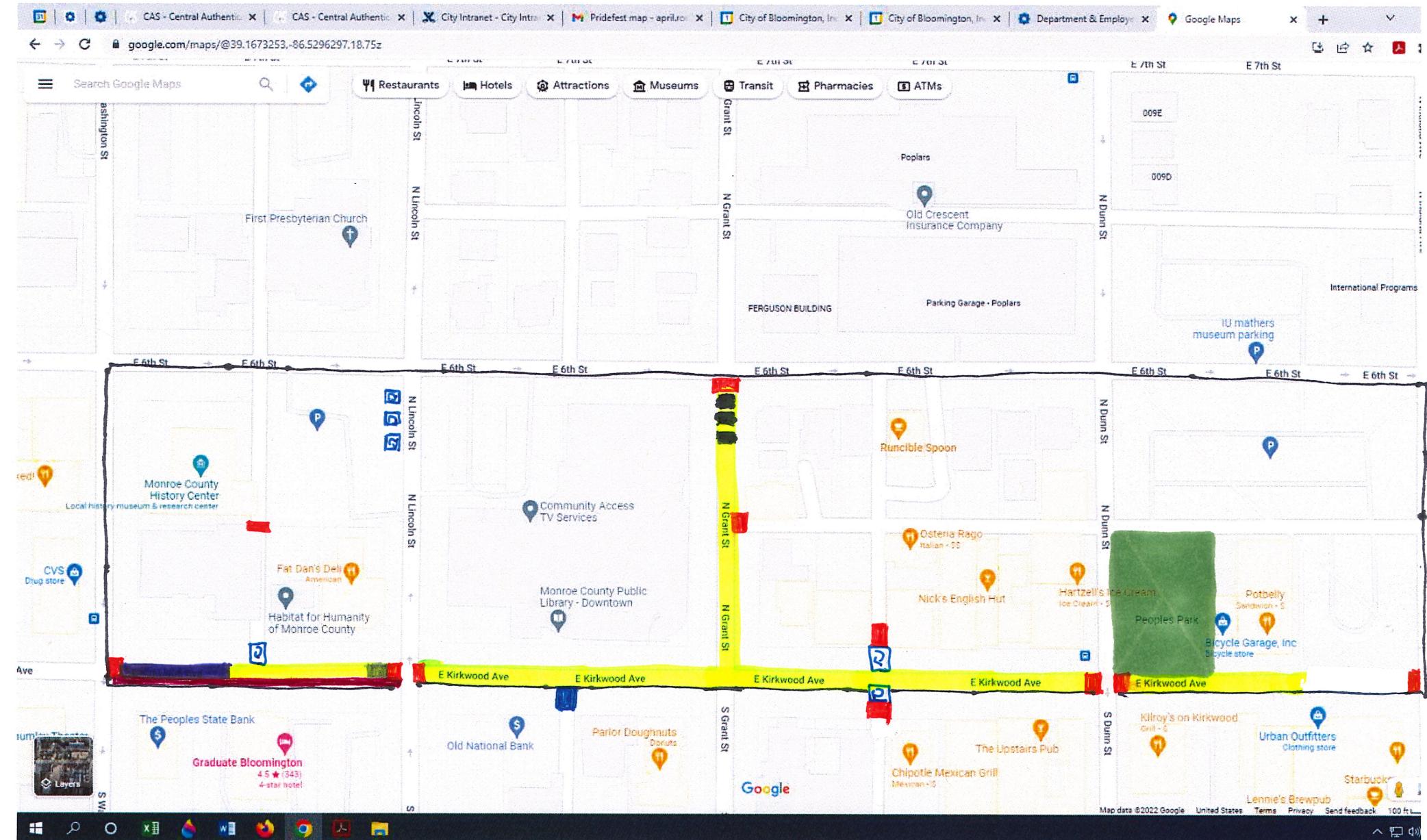
Parks Event: _____

Permit #: _____

Scheduled for Special Use Meeting Date: _____ Approved: _____

City of Bloomington contact person: _____

Telephone Number: _____ E-mail: _____



PERIMETER

- FAMILY ZONE
- VENDORS & STAGING
- SIDEWALK CLOSED
- STAGE & TECH
- BEER GARDEN
- EMS

BARRICADES

- TOILETS
- RECYCLING

- Request 3 parking spaces on N. Lincoln empty on 8126 for dumpster
- E. Kirkwood (Washington to Lincoln) (Lincoln to Dunn)
- N. Grant (Kirkwood to 6th)
- Washington, Lincoln, Dunn to Remond open to traffic
- 200 Block of Kirkwood south sidewalk route traffic to N.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-36**

PRIDEFEST BLOOMINGTON

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

WHEREAS, Bloomington PRIDE, Ltd. (hereinafter "PRIDE") has requested use of city streets to conduct its Pridefest street event; and

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

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Pridefest event: Kirkwood Avenue from Indiana to Washington (Washington, Lincoln, and Dunn Cross Streets will remain open) and a full block of Grant Street to the north of Kirkwood on Saturday, August 27, 2022 from 2:00 to 11:45 p.m. All street and intersection closures shall occur beginning at 1:00 p.m. on Saturday, August 2, 2021. Additionally, People's Park is included in the 2022 Pridefest Event.
2. The closures outlined above are for the purposes of allowing PRIDE to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, August 27, 2022.
3. PRIDE shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. PRIDE shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. PRIDE shall obtain, and place at PRIDE's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

6. Bloomington PRIDE shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
7. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington PRIDE, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 2nd DAY OF AUGUST, 2022

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

BLOOMINGTON PRIDE, LTD.

Signature

Printed Name

Position

Date



Bloomington PRIDE
P.O Box 554
Bloomington, IN 47402

NOTICE OF PUBLIC MEETING

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Pridefest.

The Board of Public Works meeting to hear this request will be _____. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for Bloomington Pridefest will be on file and may be examined in the Public Works office on the Friday _____ prior to the Tuesday _____ meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

Bloomington Pride, Ltd.



Bloomington PRIDE
P.O Box 554
Bloomington, IN 47402

July 1, 2022

To Whom It May Concern,

On Saturday, August 27, 2022, Bloomington PRIDE will host our eighth annual Pridefest, a day-long celebration of the LGBTQ+ community with live performances, educational workshops, vendors, refreshments, and activities for all ages. Much of our event's continued success is directly attributable to the welcoming and pedestrian-friendly nature of our city and its businesses.

We expect this year's festival to draw **18,000-20,000 attendees** to the downtown area. As a reminder, Kirkwood Avenue, from Walnut Street to Indiana Avenue, will be closed. The evening prior to the event will be used for set up. While the streets are closed, we'd like to ensure that your business can capitalize on the large number of people participating in and attending Pridefest. In the past, businesses have displayed exterior signage to draw in visitors and also offered discounts and themed meals and drinks.

If you have any questions or concerns, I encourage you to contact us directly by emailing info@bloomingtonpride.org.

We greatly appreciate your support in helping us provide safe and inclusive spaces for members of the LGBTQ+ community and our allies!

Sincerely,

Zachary Taylor
Pridefest Essential Services Coordinator
Member, Board of Directors
Bloomington PRIDE, Ltd.



Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer

Petitioner/Representative: Perfect Timing Race Management/Curt Winders

Staff Representative: April Rosenberger

Meeting Date: August 02, 2022

Hoosiers Outrun Cancer 5K Run/Walk is scheduled for Saturday, September 24, 2022 and is a benefit for the Cancer Support Community and Bloomington Hospital Foundation. The race/walk starts at 8 am, with set-up beginning at 6 am, and concludes at 12:00 pm. Memorial Stadium is the staging area and the activities take place on the stadium's west side where the events start and finish.

IUPD handles the traffic control for the event. BPD has approved this route, and there is no need for an additional Parade Permit.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

c

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Curt Winders		
Contact Phone:	317 501-7111	Mobile Phone:	317 501-7111
Title/Position:	Race Director		
Organization:	Perfect Timing Race Management		
Address:	4974 N. Chatham Dr.		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	curtwinders@gmail.com		
Organization E-Mail and URL:	https://hoosiersoutruncancer.org/		
Org Phone No:	317 501-7111	Fax No:	N/A

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Cancer Support Community – Eric Richards		
Address:	1719 W. 3rd St		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	info@cancersupportscin.org		
Phone Number:	(812) 233-3286	Mobile Phone:	
Organization Name:	Bloomington Health Foundation – Heather Robinson		
Address:	320 West 8 th Street, Suite #116		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	hrobinson@bloomhf.org		
Phone Number:	812 558-3409	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)
Date(s) of Event:	September 24 th , 2022
Time of Event:	Date: 9/24/22 Start: 8:00am Date: End: 12:00pm
Setup/Teardown time Needed	Date: 9/24/22 Start: 6:00am Date: End: 12:00pm
Calendar Day of Week:	Saturday
Description of Event:	Hoosiers Outrun Cancer 5K Run / Walk
List of Street Closures (If applicable)	<p>What roads will be closed for the 5K? 17th street from Gate 6/N. Fess Ave. to corner of Eagleston will be closed from 8:00am until no later than 12:00pm</p> <p>13th street from Fess Ave. to Fee Lane will be closed from about 10:40am until no later than 12:00pm.</p> <p>12th street from Fess Ave to Woodlawn Avenue will be closed from about 10:40am until no later than 12:00pm</p> <p>11th street from Fess Ave to Woodlawn Avenue will be closed from about 10:40am until no later than 12:00pm</p> <p>Fee Lane from David Baker to East Law Lane will be closed from about 10:00am until no later than 12:00pm.</p> <p>East Law Lane from Fee Lane to Eagleston will be closed from about 10:40am until no later than 12:00pm.</p> <p>Eagleston from East Law Lane to 17th street will be closed from about 10:40am until no later than 12:00pm.</p>

	<p>17th street from Eagleston to David Baker will be closed from about 10:40am until no later than 12:00pm.</p> <p>David Baker from 17th street to Fee Lane will be closed from about 10:30am until no later than 12:00pm.</p> <p>Fee Lane at the intersection of the David Baker will be closed from about 10:00am until no later than 12:00pm.</p>
Expected Number of Participants:	4000-5000

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

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

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

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

6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

<input type="checkbox"/>	<p>No Parking Signs</p> <p><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</p> <p><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</p>
--------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

For City Of Bloomington Use Only

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

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for _____.

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

The proposal for _____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

Contact Information- Other			
	Location	Contact	Phone Number
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Autumn Salamack Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

5K

HALF MARATHON



**BOARD OF PUBLIC WORKS
RESOLUTION 2022-52**

HOOSIERS OUTRUN CANCER 5K RUN/WALK

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

WHEREAS, Perfect Timing Race Management for Hoosiers Outrun Cancer has requested use of city streets to conduct a one (1) mile walk or run and a 5K Run; and

WHEREAS, PERFECT TIMING RACE MANAGEMENT for Hoosiers Outrun Cancer 5K Run/Walk has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Hoosiers Outrun Cancer 5K Run/Walk between the hours of 8:00 am and 12:00 pm, on Saturday, September 24, 2022: E. 17th Street, 13th Street, 12th Street, 11th Street, N. Fess Avenue, N. Fee Lane, N. Woodlawn Avenue, David Baker Avenue, E. Law, and N. Eagleson Avenue.
3. The street closures outlined above are for the purposes of allowing PERFECT TIMING RACE MANAGEMENT for Hoosiers Outrun Cancer 5K Run/Walk to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 24, 2022.
4. PERFECT TIMING RACE MANAGEMENT for Hoosiers Outrun Cancer 5K Run/Walk shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. PERFECT TIMING RACE MANAGEMENT shall obtain, and place at PERFECT TIMING RACE MANAGEMENT's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. PERFECT TIMING RACE MANAGEMENT for Hoosiers Outrun Cancer 5K Run/Walk agrees to close the streets not before 8 am on Saturday, September 24, 2022 and to remove barricades and signage by 12:00 pm on Saturday, September 24, 2022.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or

RESOLUTION 2022-52

other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 12:00 pm on Saturday, September 24, 2022.

6. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
7. PERFECT TIMING RACE MANAGEMENT for Hoosiers Outrun Cancer 5K Run/Walk shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, PERFECT TIMING RACE MANAGEMENT for Hoosiers Outrun Cancer 5K Run/Walk, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 2nd DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard - President

PERFECT TIMING RACE MANAGEMENT

Signature

Jennifer Lloyd - Vice President

Printed Name

Elizabeth Karon - Secretary

Position

Date

RESOLUTION 2022-52



Board of Public Works Staff Report

Project/Event: Lotus World Music and Arts Festival.

Petitioner/Representative: Lotus Education & Arts Foundation

Staff Representative: April Rosenberger

Meeting Date: August 02, 2022

Event Date: September 22-25, 2022

The annual Lotus World Music & Arts Festival celebrates the diversity, beauty, and joy of music and the arts from cultures around the world. Lotus will transform downtown Bloomington and Switchyard Park for the Festival, creating a 10-block pedestrian-friendly perimeter and filling several venues and tents simultaneously with music and dance. Music venues include a range of public spaces, from large outdoor tents, downtown churches, and Switchyard Park for family-friendly performances, and interactive workshops. In addition to ticketed evening showcases, Lotus offers, free of charge during the Festival weekend, a wide scope of activities and invites participants from all economic walks of life. We present a free "Lotus in the Park" event with workshops and concerts, a free and interactive Arts Village displaying community-generated visual arts, as well as a parade, procession, and exhibits.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Lotus will notify and work with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and will also notify residents and businesses in the surrounding area.



JOHN HAMILTON

MAYOR

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

DEPARTMENT OF PUBLIC WORKS

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable
Development 401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Jill Campbell		
Contact Phone:	812-336-6599	Mobile Phone:	812-219-0783
Title/Position:	Community & Arts Engagement Director		
Organization:	Lotus Education & Arts Foundation		
Address:	105 S Rogers St		
City, State, Zip:	Bloomington, IN, 47404		
Organization E-Mail Address:	jill@lotusfest.org lotusfest.org		
Org Phone No:	812-336-6599	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Buskirk-Chumley Theater		
Address:	114 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	events@buskirkchumley.org		
Phone Number:	812-323-3020	Mobile Phone:	NA
Organization Name:	Chocolate Moose - Organizing food trucks for the festival		
Address:	405 S Walnut		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	NA		
Phone Number:	812-333-0475	Mobile Phone:	NA
Organization Name:	First Christian Church		
Address:	205 E Kirkwood Ave		
City, State, Zip:	Bloomington, Indiana, 47408		
E-Mail Address:	fcc@fccbloomington.org		
Phone Number:	812-332-4459	Mobile Phone:	NA

3. Event Information			
Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Festival Block Party <input checked="" type="checkbox"/> Parade Other (Explain below in Description of Event)		
Date(s) of Event:	September 22-25, 2022		
Time of Event:	Date: 9/22/22	Start: 7:00pm	Date: 9/25/22 End: 5:30pm
Setup/Takedown time Needed	Date: 9/22/22	Start: 8:00am	Date: 9/25/22 End: 5:30pm
Calendar Day of Week:	Thursday - Sunday		
Description of Event:	<p>The annual Lotus World Music & Arts Festival celebrates the diversity, beauty, and joy of music and the arts from cultures around the world. Lotus will transform downtown Bloomington and Switchyard Park for the Festival, creating a 10-block pedestrian-friendly perimeter and filling several venues and tents simultaneously with music and dance. Music venues include a range of public spaces, from large outdoor tents, downtown churches, and Switchyard Park for family-friendly performances, and interactive workshops.</p> <p>In addition to ticketed evening showcases, the Lotus vision of inclusion, diversity, and access also reaches into the wide scope of activities that Lotus offers free of charge on Festival weekend - 40+ hours of free outreach that invites participants from all economic walks of life. We present a free "Lotus in the Park" event with workshops and concerts, a free and interactive Arts Village displaying community-generated visual arts, as well as a parade, procession, and exhibits.</p>		
List of Street Closures (If applicable)	See attached document for locations/dates/times of street closures.		
Expected Number of Participants:	8,000	Expected # of vehicles (Use of Parking Spaces to close): See attached map.	

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

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

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/ Sidewalks/ Use of Metered Parking

✓	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified <ul style="list-style-type: none"> • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Not applicable
	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
	Noise Permit application Not applicable
	Beer & Wine Permit Not applicable

	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

✓	Determine what type of Event
	Complete application with attachment Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable)
	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
	Approved Parks Special Use Permit (if using a City Park)
	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
	No Parking Signs Board of Public Works approved events are provided by Department of Public Works (DPW) Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



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

Event and Noise Information

Name of Event:	Lotus World Music & Arts Festival		
Location of Event:	Switchyard Park, 6th St between Walnut & College, 6th between Walnut and Washington, 4th St between Walnut & College, Kirkwood from BCT to Grant.		
Date of Event:	9/22/22-9/25/22	Start:	
Calendar Day of Week:	Thursday-Sunday	End: 12:00am	Time of Event: 7:00pm
Description of Event:	The annual Lotus World Music & Arts Festival celebrates the diversity, beauty, and joy of music and the arts from cultures around the world. Lotus will transform downtown Bloomington and Switchyard Park for the Festival, creating a 10-block pedestrian-friendly perimeter and filling several venues and tents simultaneously with music and dance. Music venues include a range of public spaces, from large outdoor tents, downtown churches, and Switchyard Park for family-friendly performances, and interactive workshops. In addition to ticketed evening showcases, the Lotus vision of inclusion, diversity, and access also reaches into the wide scope of activities that Lotus offers free of charge on Festival weekend - 40+ hours of free outreach that invites participants from all economic walks of life. We present a free "Lotus in the Park" event with workshops and concerts, a free and interactive Arts Village displaying community-generated visual arts, as well as a parade, procession, and exhibits.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Jill Campbell		
Organization:	Lotus Education & Arts Foundation	Title:	Community & Arts Engagement Director
Physical Address:	105 S Rogers St, Bloomington, IN 47402		
Email Address:	jill@lotusfest.org	Phone Number:	812-336-6599
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.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

Event name: Lotus World Music & Arts Festival
Number of expected attendees: approximately 8,000
Number of food vendors: 5 or 6 food trucks
Number of other vendors: N A

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

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

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

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

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

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

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

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

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

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

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



June ..., 2022

Dear Business Owner:

The 29th Lotus World Music & Arts Festival will be held September 22 - 25, 2022, and we look forward to another exciting year in downtown Bloomington. Once again, we expect to draw thousands of people to our city's lively and pedestrian-friendly downtown to enjoy world-class performing artists from all over the globe. The Lotus Festival has become a signature event for Bloomington, and it is made possible by the support of our community—thank you!

From past festivals, we know that ~8,000 people visit downtown Bloomington over the course of the event each year. Lotus attendees – many from out of town – start arriving long before the evening festivities start, and they spend considerable time on festival weekend exploring the streets around the Courthouse, shopping in local stores, and enjoying local restaurants and bars.

Evening showcases and other evening events will begin at approximately 6:00 p.m. and run until 12:00a.m. (midnight) on Friday, September 23, and Saturday, September 24. Festival set-up begins as early as Thursday, and tear-down can run until Sunday afternoon.

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for:

o From 8 a.m. Thursday, Sept. 22 until 4 p.m. Sunday, Sept. 25

- 6th Street between College Avenue and Walnut Street, and alley running north to midpoint of block
- 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block

o From 8 a.m. Friday, Sept. 23, until 9 a.m. Sunday, Sept. 25:

- Kirkwood Avenue between Walnut Street and Washington Street, and all connecting alleys

o From 8 a.m. Friday, Sept. 23, until 3 p.m. Sunday, Sept. 25:

- 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block

o From 8:00 a.m. Friday, Sept. 23, until 9 a.m. Monday, Sept. 26:

- Kirkwood Avenue between Washington Street and Lincoln Street, and alley running north to midpoint of block

o From 8:00 a.m. Friday, Sept. 23, until 9 a.m. Monday, Sept. 26:

- Kirkwood Avenue between Lincoln Street and Grant Street, and alley running south to midpoint of block

PARADE:

o From 8:15 p.m. Saturday, Sept. 24, until 9:00 p.m. Saturday, Sept. 24:

- Washington Avenue from 6th Street to 4th Street, and alleys between Washington and Lincoln

Additionally, please be aware that musicians will conduct sound checks and rehearsals in the afternoons on Friday and Saturday, in both indoor and outdoor venues, to ensure smooth production and the highest-quality performances. Sound checks usually start at or after 1:00 p.m. and may be audible downtown for several hours.

The Board of Public Works meeting to hear this request will be on **TBD**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton. The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the Lotus World Music & Arts Festival.

If you have any questions or concerns, I encourage you to contact me directly (Tamara Loewenthal, Executive Director, tamara@lotusfest.org or 812-336-6599) or to attend the virtual Board of Public Works meeting. You can also call the Board of Public Works at 812-349-3410 or write to them at P.O. Box 100, 47402.

Thank you for your consideration and support! We look forward to celebrating our 29th anniversary event with you and bringing the Lotus World Music & Arts Festival to downtown Bloomington for another sensational weekend in September.

Sincerely,

A handwritten signature in black ink, appearing to read "Tamara L".

Tamara Loewenthal
Executive Director

<u>Contact Information- Other</u>			
		<u>Location Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. City of Bloomington (812) 349-3423 Suite 130 Planning & Bloomington, IN Transportation		
Monroe County Health Department (Food Handler Bloomington, IN Permit)		119 W. 7th St. Nicole Wagner (812) 349-2543	
Waste & Recycling Plan	401 N. Morton Street Lauren Travis Suite 150 Economic & Sustainable Development		(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Bloomington, IN	April Rosenberger Dept. of Public Works	Suite 120 (812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510

Waste/Recycling & Sanitation Management Plan

Lotus World Music & Arts Festival

Event name: Lotus World Music & Arts Festival

Number of expected attendees: ~8,000

Number of food vendors: 8 or 9

Number of other vendors: n/a

Designated waste and recycling manager: Lotus partners with Republic Services to provide trash dumpsters, no-sort recycling dumpsters, and trash/recycling toters to service the Festival. Lotus also borrows large trash barrels from the Sanitation Department, and utilizes the Clearstream recycling containers available through Downtown Bloomington, Inc. The overall plan is overseen by Tamara Loewenthal, Executive Director, and execution is overseen by Jill Campbell and Amanda Hutchins (Lotus staff) with the help of other volunteer committees and on-site/delegated House Managers at each Festival venue.

Event map: See map attached to event application, including Republic dumpster placement downtown in the City parking lot behind the Buskirk-Chumley Theater.

Collection and hauling system: Dumpsters are delivered by Republic preceding the event. Clearly marked trash barrels and recycling receptacles are placed in and around all Festival venues and food service areas, including Clearstream containers at our largest tent venues on 4th St. and 6th St. At the entry/exit stations for these two largest venues, a trained volunteer (equipped with gloves and a flashlight), will help ensure that patrons do not throw recyclables into trash containers.

All trash and recycling receptacles/containers are checked regularly by designated volunteers, who remove/replace bags as needed and transport full bags to larger toters at each venue; when toters are full, they are wheeled to dumpster location(s) and emptied appropriately (trash vs. recycling).

Dumpsters are collected by Republic following the event.

Vendor and volunteer education and training: Volunteers are trained in advance at Lotus Volunteer Orientations and instructions are reinforced by each venue House Manager on-site at the event. Vendors are provided with clear instructions for complying with the Festival's waste-management plan.

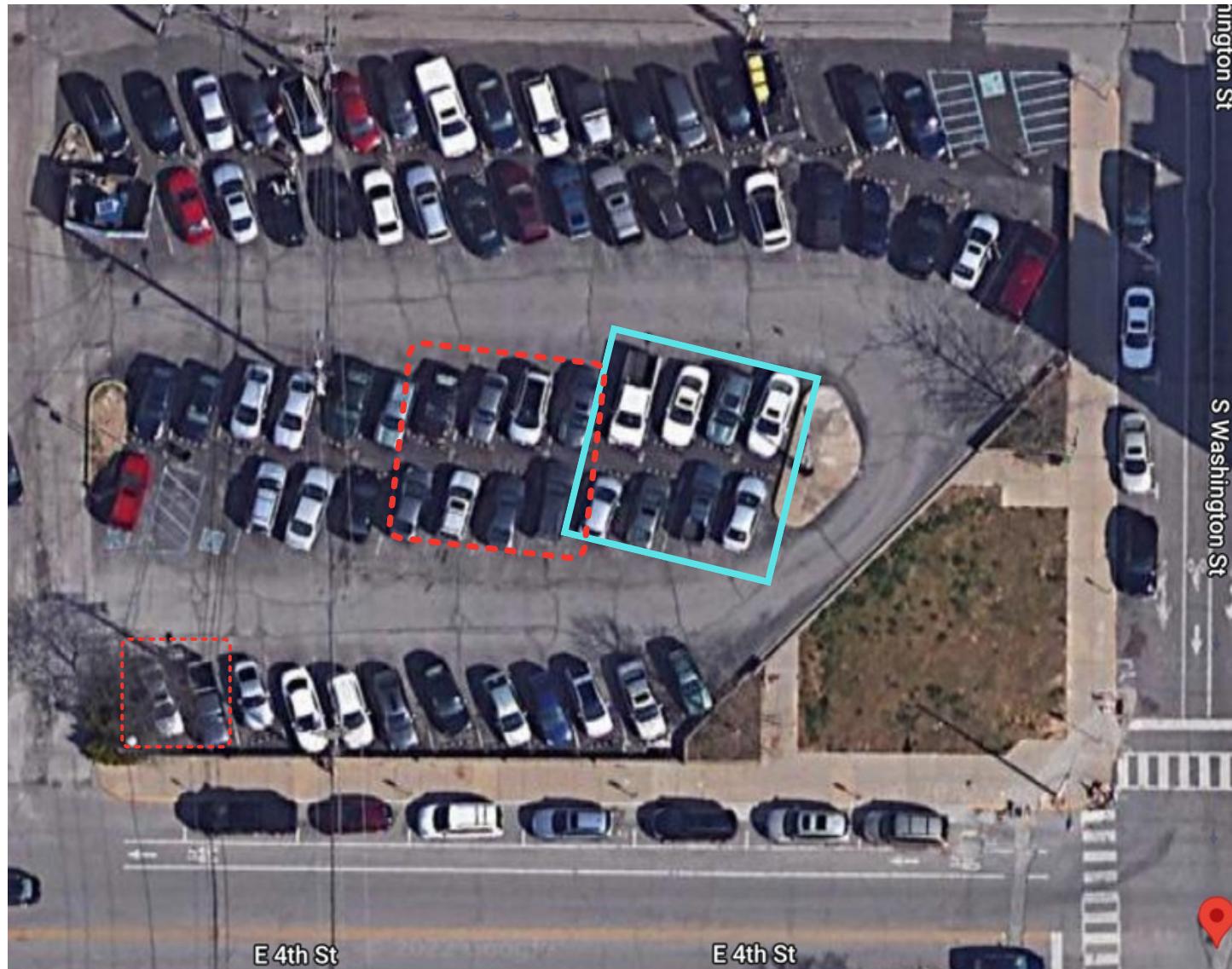
Materials and supplies: Receptacles/barrels and large toters are stationed at each venue, as well as clear signage/instructions for patrons and volunteers. Consumable items such as bags (clear for recycling, black for trash) and gloves are stocked in a "site kit" at each venue/area.

Designation of duties: Waste management plan is directed by Lotus Executive Director (Tamara Loewenthal) and Lotus staff (Jill Campbell/Amanda Hutchins); assistance with on-site execution is managed by volunteer venue House Managers (TBD).

Sanitation: Lotus contracts with Izzy's Rentals to place regular and accessible port-o-lets throughout the Festival precinct, including in restricted-access areas for artist use. Port-o-lets are delivered after street closures take effect and are serviced at least once during the event span (usually Saturday morning). For Lotus in the Park activities, Lotus will utilize available on-site restrooms in the park and pavilion, as well as contract with Izzy's Rentals to place two accessible port-o-lets at the far end of the mainstage lawn.

Lotus World Music & Arts Festival 2022

Dumpster placement and no parking zones/times at City of Bloomington parking lot located at 4th and Washington

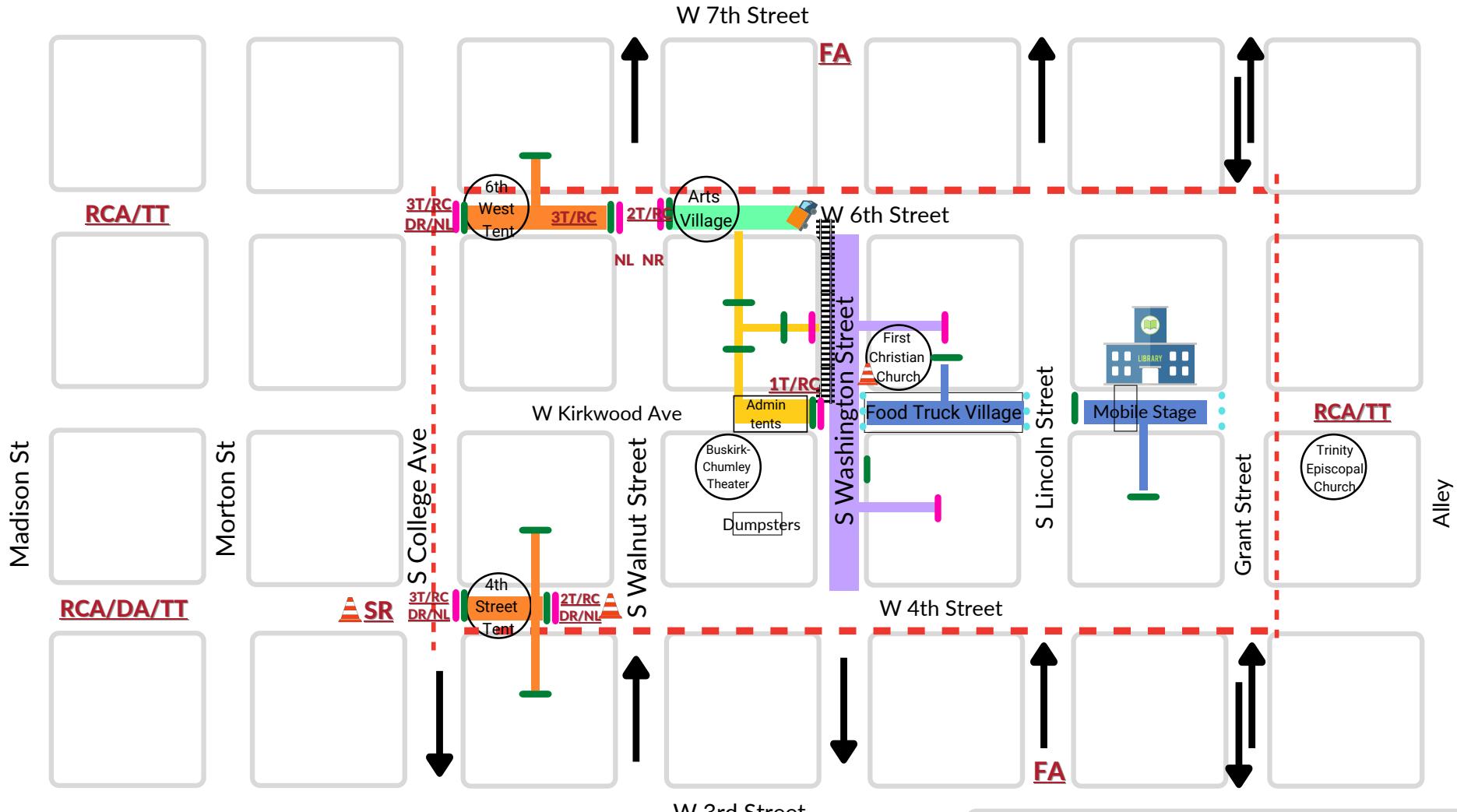
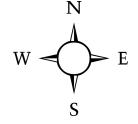


- Dumpster site(s): Closed Friday 9/23 from 9:00am THROUGH Monday 9/26 at 9:00am
- Clearance for dumpster pickup/drop off: Closed Friday 9/23 from 9:00-10:00am AND Monday 9/25 from 7:00-9:00am



2022 Lotus Festival Street & Alley Closures Map

September 22-25



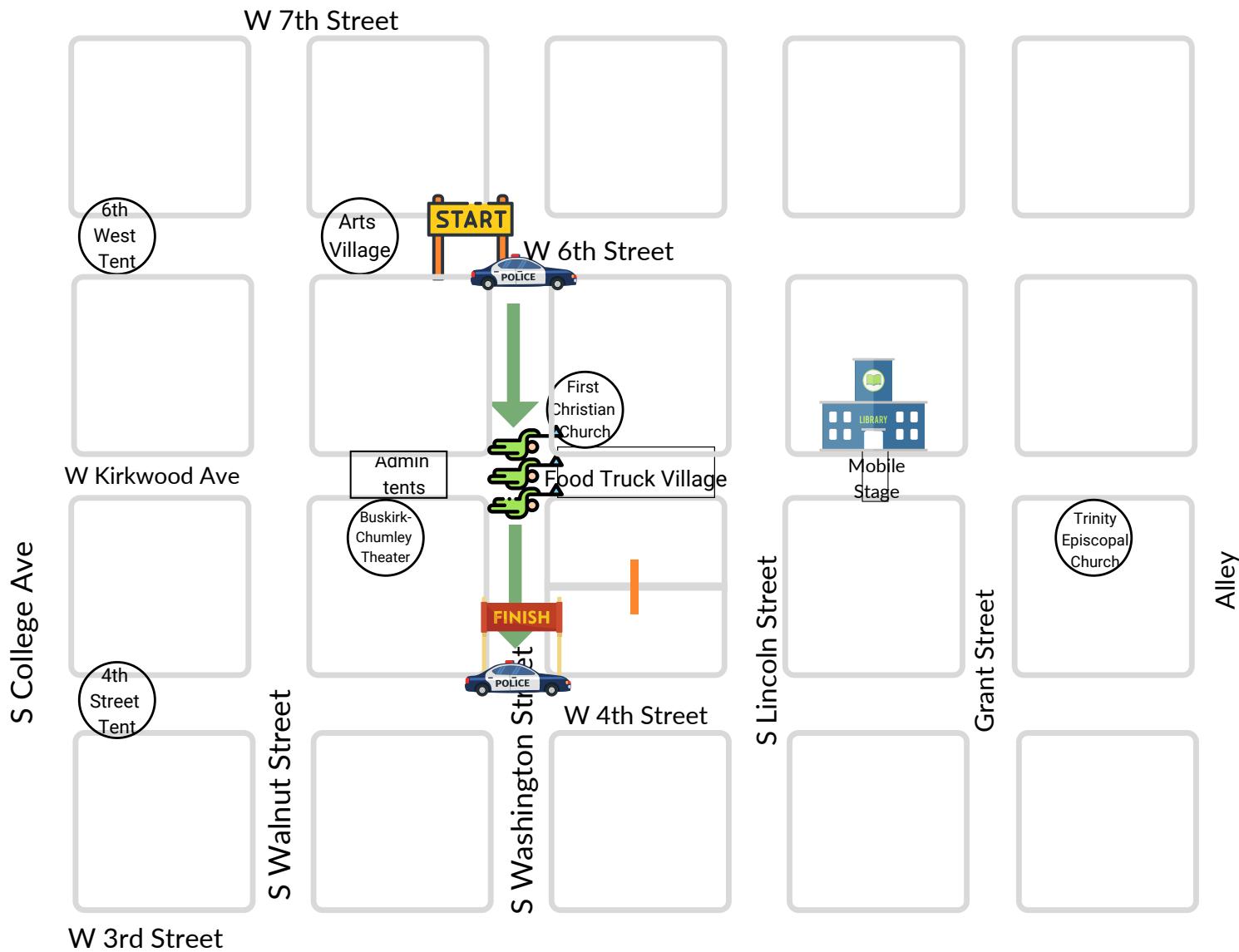
DA - Detour Ahead
DL - Detour Left
DR - Detour Right
NL - No Left Turn
NR - No Right Turn
RC - Road Closed
RCA - Road Closed Ahead
RLE - Right Lane Ends
SR - Shift Right
TT - Road Closed To Thru Traffic
FA - Festival Traffic Ahead Signs

Festival Perimeter

- Closed 8:00AM Thursday - 4:00PM Sunday
- Closed 8:00AM Friday - 9:00AM Sunday
- Closed 8:00AM Friday - 3:00PM Sunday
- Closed 8:00AM Friday - 9:00AM Monday
- Parade Route- Saturday 8:15PM-9PM

2022 Lotus Festival Parade Right of Way Map

Saturday, September 24th (8:15pm-9:00pm)



Sheriff's Dept Car



Type 3 barricade

- Sheriff's Dept cars would get in place by 8:15pm for the start of the parade at 8:30pm. Parade concludes at 9:00pm.
- Parking on Washington would be closed from 12:00pm-9:00pm on 9/24.



LOTUED&-01

L1LONE

DATE (MM/DD/YYYY)
6/28/2022

CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER/CONTACT NAME: ISU Insurance Services The May Agency PHONE 1327 North Walnut Street(A/C, No, Ext): PO Box 1669E-MAIL ADDRESS: Bloomington, IN 47402	Lisa Slone	
	(812) 353-6481 FAX(A/C, No):(812) 332-3646	
	lslone@mayaagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	West Bend Mutual Insurance Company 15350
	INSURER B:	Sirius America Insurance Company 38776
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

INS R LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>		1787098	1/1/2022	1/1/2023	EACH OCCURRENCE\$ DAMAGE TO 1,000,000 RENTED PREMISES (Ea occurrence)\$ 300,000 MED EXP (Any one person)\$ 10,000 PERSONAL & ADV INJURY\$ 1,000,000 GENERAL AGGREGATE\$ 2,000,000 PRODUCTS - COMP/OP AGG\$ 2,000,000 \$
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1787098	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)\$ 1,000,000 BODILY INJURY (Per person)\$ BODILY INJURY (Per accident)\$ PROPERTY DAMAGE (Per accident)\$ \$
	UMBRELLA <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE\$ AGGREGATE\$ \$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N NN / A	WC31803	2/1/2022	2/1/2023	PEROTH STATUTEER <input type="checkbox"/> E.L. EACH ACCIDENT\$ 100,00 E.L. DISEASE - EA EMPLOYEE\$ 0 E.L. DISEASE - POLICY LIMIT\$ 100,00
						0 500,00 0

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

CERTIFICATE HOLDER	CANCELLATION
City of Bloomington PO Box 100 Bloomington, IN 47402	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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-56**

LOTUS WORLD MUSIC AND ARTS FESTIVAL 2022

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Lotus Education & Arts Foundation, Inc. (hereinafter referred to as “Lotus”) would like to have the City close the following City streets: 6th Street between College Avenue and Walnut Street and Alley running north to midpoint of block, 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block, midblock of Kirkwood Avenue to Washington Street and connecting alleys, 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block, Kirkwood Avenue between Washington Street and Lincoln Street and alley running north to midpoint of block, Washington Street from 4th Street to 6th Street and all connecting alleys, Washington Street from 4th Street to 6th Street and all connecting alleys. Additionally, Lotus Education & Arts Foundation, Inc. is requesting the use of Switchyard Park, in order to conduct a Special Event: the Lotus World Music and Arts Festival; and,

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

WHEREAS, the City desires to close said streets and Switchyard Park in order to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the Lotus World Music and Arts Festival: 6th Street between College Avenue and Walnut Street and Alley running north to midpoint of block, 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block, midblock of Kirkwood Avenue to Washington Street and connecting alleys, 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block, Kirkwood Avenue between Washington Street and Lincoln Street and alley running north to midpoint of block, Washington Street from 4th Street to 6th Street and all connecting alleys, Washington Street from 4th Street to 6th Street and all connecting alleys beginning at 8:00 a.m. on Thursday, September 22, 2022 and ending at 5:30 p.m. on Sunday, September 25, 2022 as indicated on the attached Lotus Comprehensive Map.
2. Lotus is requesting eighteen (18) parking spaces in City Lot 3 from 9:00 a.m. Friday, September 23, 2022 to 9:00 a.m. Monday, September 26, 2022 for trash and recycling services.
3. Lotus shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.
4. Lotus shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Lotus shall obtain, and place at Lotus' own expense, any security measures which are deemed

Resolution 2022-56

prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Lotus shall not close the streets until 8:00 a.m. on Thursday, September 22, 2022 and shall remove barricades and signage by 5:30 p.m. on Sunday, September 25, 2022.

5. Lotus shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. Lotus shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 5:30 p.m. on Sunday, September 25, 2022.
7. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of the Lotus World Music and Arts Festival.
9. Lotus shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Lotus shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Lotus World Music and Arts Festival, a copy of which Lotus agrees to submit to the City at least thirty (30) days prior to the beginning of the Lotus World Music and Arts Festival.
11. In the event Lotus allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public;



Board of Public Works Staff Report

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

Festival

Petitioner/Representative: Kristin Cummings – Switchyard Brewing Company

Staff Representative: April Rosenberger

Meeting Date: August 02, 2022

Saturday, October 01, 2022 Switchyard Brewing Company will be hosting their Annual Harvest Hootenanny Festival.

Organizers are requesting the closure of West 9th Street from North Walnut Street to North College and the Alley from behind Bloomington Playwrights/Switchyard Brewing Company to the North of W. 9th Street beginning at 9 a.m. on Saturday, October 1, 2022, for set up and until 1:00 a.m. on Sunday, October 02, 2022 which will allow for clean up after the event. The Block party will celebrate Switchyard Brewing Company's Annual Fall Hootenanny Festival and include neighboring businesses. The Festival will include a stage for live music and DJ, food trucks, vendors, an outside bar, and games.

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

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



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Kristin Cummings		
Contact Phone:	812-281-8295	Mobile Phone:	812-606-9026
Title/Position:	President		
Organization:	Switchyard Brewing Company		
Address:	419 N Walnut Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	events@switchyardbrewing.com		
Organization E-Mail and URL:	hello@switchyardbrewing.com		
Org Phone No:	Fax No:		

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Bloomington Playwrights Project		
Address:	107 W 9th Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bppwrite@newplays.org		
Phone Number:	812-334-1188	Mobile Phone:	
Organization Name:	Big Brothers, Big Sisters		
Address:	501 N Walnut Street		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	bbbs@bigsindiana.org		
Phone Number:	Mobile Phone:		
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:	Mobile Phone:		

Waste and Recycling Management Plan Template

Event name: Harvest Hootenanny

Number of expected attendees: 180

Number of food vendors: 4

Number of other vendors: 5

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

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

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

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

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

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

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

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

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



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

Event and Noise Information

Name of Event:	Harvest Hoosierney		
Location of Event:	9th St. between College & Walnut		
Date of Event:	1 Oct 22	Time of Event:	Start: 1600 End: 2300
Calendar Day of Week:	Saturday		
Description of Event:	Swingyard Brewing. Harvest Hoosierney Block Party		

Source of Noise:	<input checked="" type="checkbox"/> Live Band <input type="checkbox"/> Instrument <input type="checkbox"/> Loudspeaker	Will Noise be Amplified?
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, to Benefit: Bloomington Playwrights, B3B3S		

Applicant Information

Name:	Kristin Cummings
Organization:	Swingyard Brewing Co.
Physical Address:	419 N Walnut St Bloomington IN 47404
Email Address:	Kristin@swingyardbrewing.com
Signature:	Kd
Phone Number: 812.287.8295	
Date: 07 June 22	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Beth H. Hollingsworth, Vice-President

Elizabeth Karon, Secretary

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)			
Date(s) of Event:	October 1 st , 2022			
Time of Event:	Date: 10/1/22	Start: 4:00pm	Date: 10/1/22	End: 11:00pm
Setup/Teardown time Needed	Date: 10/1/22	Start: 9:00am	Date: 10/2/22 End: 1:00am	
Calendar Day of Week:	Saturday			
Description of Event:	Switchyard Brewing's annual Harvest Hootenanny. Stage for live music & DJ. Food trucks and vendors lining 9th Street, outside bar + yard games			
List of Street Closures (If applicable)	9th Street between Walnut & College			
Expected Number of Participants:	750	Expected # of vehicles (Use of Parking Spaces to close): 4		

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

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

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/ Sidewalks/ Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none">• The ending point shall be clearly marked• The number of lanes to be restricted on each road shall be clearly marked• Each intersection along the route shall be clearly identified• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan
<input type="checkbox"/>	*Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

- Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **DEADLINE:** To Public Works no later than five days before event.
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

6.

CHECKLIST

- Determine what type of Event
- Complete application with attachment
 - Detailed Map
 - Proof of notification to businesses/residents (copy of letter/flyer/other)
 - Maintenance of Traffic Plan
 - Noise Permit Application (if applicable)
 - Certificate of Liability Insurance
 - Secured a Parade Permit from Bloomington Police Department (if applicable)
 - Beer and Wine Permit (if applicable)
 - Waste and Recycling Plan (if applicable)
- Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
- No Parking Signs
 - Board of Public Works approved events are provided by Department of Public Works (DPW)
 - Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2022

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

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

PRODUCER	First Insurance Group 1405 N. College Avenue	CONTACT NAME: Casey White PHONE (A/C, No. Ext): (812) 355-2598 E-MAIL ADDRESS: caseyw@figprotects.com	INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A: Society Insurance	15261
INSURED	Bloomington	IN 47404	INSURER B:	
	Switchyard Holdings Inc dba Switchyard Brewing 419 N Walnut St Bloomington	IN 47404	INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL2251212819		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	BP19016001	05/26/2022	05/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA20015481	05/26/2022	05/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC19016003	05/26/2022	05/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
	Liquor Liability					

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

Certificate holder is also additional insured with regards to the general liability when required by written contract.

CERTIFICATE HOLDER

City of Bloomington 401 N Morton St Post Office Box 100 Bloomington	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
IN 47402	AUTHORIZED REPRESENTATIVE	
	Casey White	

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Block Party Waste Management Plan

Type of Waste:

Compostable beer/wine/water cups

Food Waste

Mixed Paper Products

Collection Plan:

Compost bins

Compost bins

Compost bins/trash bins

Collection and Hauling System: Pre-event information meeting for staff working the event, we will collect all trash/compost on a rotating basis throughout the event, carry it up the alley behind the BPP/Switchyard building, and place them in our dumpsters and composting bins.

Vendor and Volunteer education and training: We will have a mandatory informational pre-meeting the morning of the event for all staff.

Materials and supplies: Bins, signage, trash cans, recycling, composting, and trash bags, dumpsters.

Designation of Duties:

Dave Burton: Events Director

Kiley Memmott: Hospitality Director

Kate McComas: Kitchen Operations Manager

Mitch Roelecke: Beverage Logistics

Kristin Cummings: Music and Vendor Liaison

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Switchyard Brewing Company, Harvest Hootenanny.

The Board of Public Works meeting to hear this request will be _____. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3410 for this information.

The proposal for Switchyard Brewing's Harvest Hootenanny will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER: Switchyard Brewing Company

DATE: 6/7/2022

German American
Bank - Bloomington...



Food VENDORS

W 9th St

127

BARRIERS

VENDORS

W 9th St

VENDORS

Bloomington
Playwrights Pro

BAR

109

425

STAGE

W 9th St

N W Main St

N W Main St

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-57**

SWITCHYARD BREWING ANNUAL HARVEST HOOTENANNY FESTIVAL

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

WHEREAS, the Switchyard Brewing Company is organizing the Switchyard Annual Harvest Hootenanny Festival, to take place on Saturday, October 01, 2022; and

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

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Switchyard Brewing Company may close West 9th Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9th Street from 9:00 a.m. Saturday, October 01, 2022 until 1:00 a.m. on Sunday, October 02, 2022, which includes time for set-up and tear-down, for the purpose of staging a block party for the general public.
3. Switchyard Brewing Company shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Switchyard Brewing Company shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Switchyard Brewing Company shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Switchyard Brewing Company agrees no closure shall occur before 4:00 p.m. on Saturday, October 01, 2022, and remove barricades by 1:00 a.m. on Sunday, October 02, 2022.

6. The City of Bloomington will provide and set up jersey style water filled barricades not before 4:00 p.m. on October 01, 2022. Jersey style water filled barricades will be removed as part of clean-up.
7. Switchyard Brewing Company will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 4:00 p.m. and 11:00 p.m. on Saturday, October 01, 2022.
9. Switchyard Brewing Company shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Switchyard Brewing Company shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City's property and to the fullest extent permitted by law, Switchyard Brewing Company, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 2nd DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

SWITCHYARD BREWING COMPANY:

Signature

Jennifer Lloyd, Vice President

Printed Name, Title

Elizabeth Karon, Secretary

Date



Board of Public Works Staff Report

Project/Event: B-Town Neighboring Project- Fall Welcome Block Party

Petitioner/Representative: City of Bloomington, Housing & Neighborhood Development

Staff Representative: Angela Van Rooy

Meeting Date: August 02, 2022

Event Date: August 16, 2022

The B-town Neighboring Project is a block party to welcome off-campus IU Students to the Elm Heights Neighborhood. The block party is part of a pilot project of the B-Town Neighboring Project, an initiative established in order to encourage better relations between off-campus students and permanent residents of the City of Bloomington. This event will include food (grilled on-site), amplified music played from a loudspeaker, games, a photo booth, and a resource fair.



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Angela Van Rooy		
Contact Phone:	812-349-3505	Mobile Phone:	812-391-3946
Title/Position:	Neighborhood Services Program Manager		
Organization:	City of Bloomington, HAND Department		
Address:	401 N Morton St, Suite 130		
City, State, Zip:	City of Bloomington, IN 47404		
Contact E-Mail Address:	angela.vanrooy@bloomington.in.gov		
Organization E-Mail and URL:	HAND@bloomington.in.gov; bloomington.in.gov/departments/hand		
Org Phone No:	812-349-3420	Fax No:	812-349-3582

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Elm Heights Neighborhood Association, Eric Ost		
Address:	902 S Manor Rd		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	elmheights@elmheights.org		
Phone Number:	Mobile Phone:		
Organization Name:	Indiana University Dean of Students Office, Andi Cailles		
Address:	900 E 7th St, office M088		
City, State, Zip:	Bloomington, IN 47405		
E-Mail Address:	acailles@iu.edu		
Phone Number:	Mobile Phone:		
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:	Mobile Phone:		

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	August 16, 2022		
Time of Event:	Date: 8-16-22	Start: 5:00pm	Date: 8-16-22 End: 8:00pm
Setup/Teardown time Needed	Date: 8-16-22	Start: 12:00pm	Date: 8-16-22 End: 10:00pm
Calendar Day of Week:	Tuesday		
Description of Event:	<p>This block party will welcome off-campus IU students to the Elm Heights neighborhood. It is part of a pilot project of the B-town Neighboring Project, an initiative established in order to encourage better relations between off-campus students and permanent residents of the City of Bloomington. The event will include food (grilled on-site), music, games, a photo booth, and a resource fair, providing information (from the City) about neighborhood living and community engagement.</p>		
List of Street Closures (If applicable)	E Hunter Ave in front of 905, 919, 921, and 925. This includes the block between S Faculty Ave and the alley east of S Woodlawn Ave.		
Expected Number of Participants:	80 to 100 over the course of the event, we anticipate that people will come and go.	Expected # of vehicles (Use of Parking Spaces to close): Six. Parking is available in the Harmony School lot.	

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

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

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/ Sidewalks/ Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input checked="" type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



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

Event and Noise Information

Name of Event:	B-Town Neighboring Project Fall Welcome Event in Elm Heights		
Location of Event:	900 block of E hunter Ave		
Date of Event:	August 16, 2022	Time of Event:	Start: 5:00pm
Calendar Day of Week:	Tuesday		End: 8:00pm
Description of Event:	A block party to welcome off-campus IU students to the Elm Heights neighborhood. It is part of a pilot project of the B-town Neighboring Project, an initiative established in order to encourage better relations between off-campus students and permanent residents of the City of Bloomington. The event will include music.		
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:	Angela Van Rooy		
Organization:	City of Bloomington, HAND Dept	Title:	Neighborhood Services Program Manager
Physical Address:	401 N Morton St, Suite 130		
Email Address:	angela.vanrooy@bloomington.in.gov	Phone Number:	812-349-3505
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.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Jennifer Lloyd, Vice-President
Date	Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

Event name: B-Town Neighboring Project Fall Welcome Event in Elm Heights

Date: Tuesday, August 16, 2022

Number of expected attendees: 80-100

Number of food vendors: none

Number of other vendors: none

Designated waste and recycling manager: A volunteer will monitor trash and recycling carts throughout the event and empty them as necessary. Additional liner bags will be available should trash carts fill up.

Event map: Please see attached map.

Targeted waste:

Type of waste	Collection plan
Plastic and metal containers	recycling
Paper plates, napkins	trash
Food waste	trash

Collection and hauling system: Trash and recycling carts will be provided by the City Sanitation Department. Carts and any additional bags of trash will be collected by Sanitation on Wednesday, August 17, the day following the event.

Materials and supplies: Signage will be added to carts to make clear the items that may be placed in each receptacle. City staff will be on-site to educate attendees about the City's trash and recycling systems, including distribution of the 2022 Sanitation Guide FAQ (see attached).

Designation of duties: 2 volunteers, supervised by Angela Van Rooy (applicant) will ensure that the street is free of all debris and that all trash and recycling is collected at the end of the event. Carts (and any additional bags) will be placed on the curb on the south side of E Hunter Ave, in a location easily accessible by City Sanitation vehicles.

NOTICE OF PUBLIC MEETING

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right of Way at the 900 block of E Hunter Ave. The *B-town Neighboring Project Fall Welcome Event in Elm Heights* will be held on Tuesday, August 16, 2022 from 5:00pm to 7:00pm. Parking restrictions will be in place on Tuesday, August 16, 2022 from 8:00am to 10:00pm, and the road closed from noon to 10:00pm on that date.

The Board of Public Works meeting to hear this request will be Tuesday, August 2, 2022. Board of Public Works meetings are held virtually via Zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may call 812-349-3411 for this information.

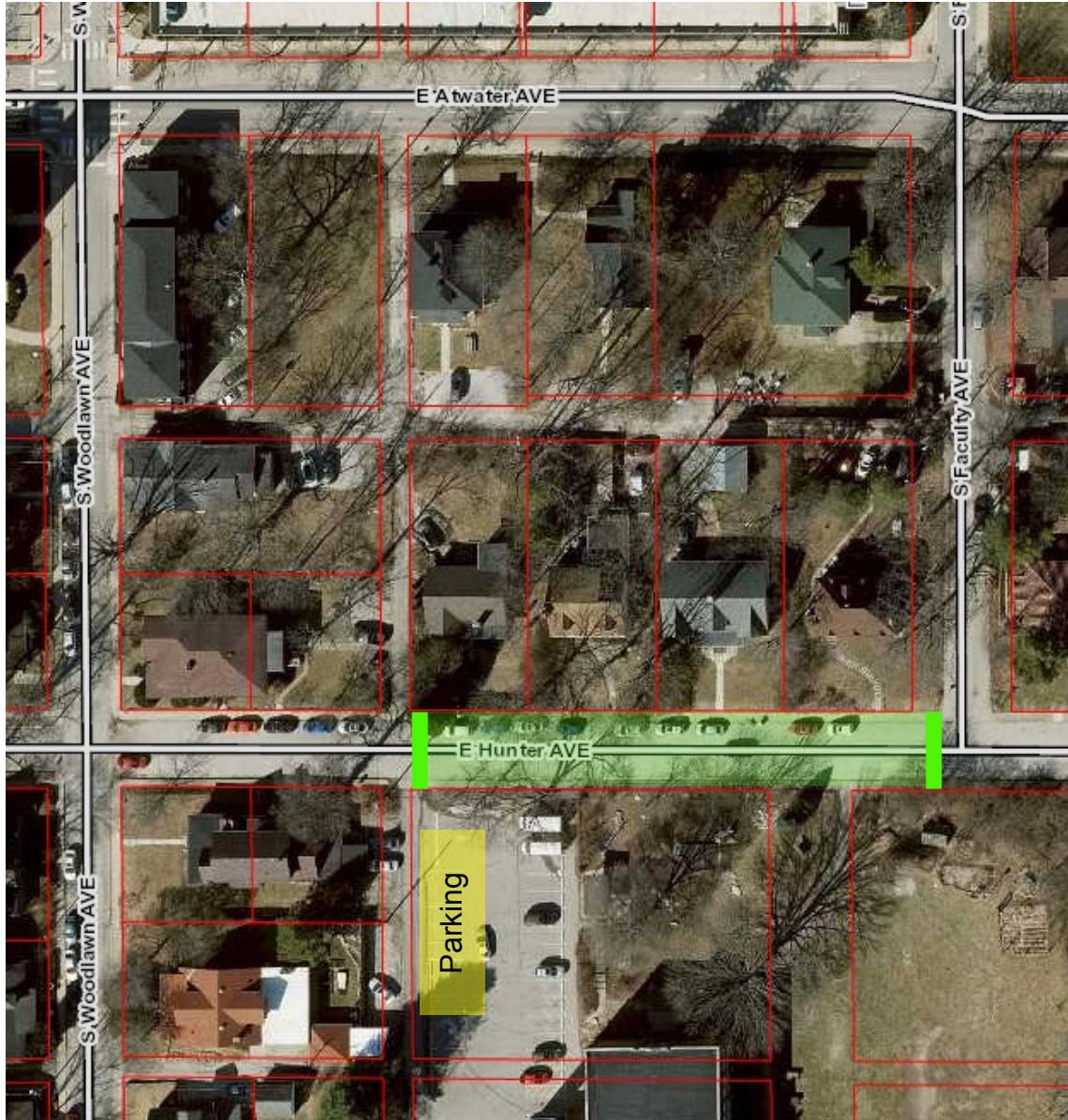
The Proposal for the *B-town Neighboring Project Fall Welcome Event in Elm Heights* will be on file and may be examined in the Public Works office, City Hall (401 N Morton St, Bloomington) on the Friday (July 29, 2022) prior to the Tuesday (August 2, 2022) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone, you may call 812-349-3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Angela Van Rooy, City of Bloomington HAND Department, 812-349-3505

DATE: July 27, 2022



The 900 block of E Hunter St will be blocked to all traffic, and "No Parking" signs will be posted along the roadside in the area shaded green. Location of street closures are represented by solid green lines on this map (east of alley and west of S Faculty). No intersection will be blocked. No sidewalks will be closed or obstructed. Each end of the street closure will be marked with two type-3 barricades and a "Road Closed" sign.



■ Type 3 barricades

☒ Road closed signs

■ Trash and recycling carts provided
by Sanitation Department

☒ No parking signs

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-58**

**B-TOWN NEIGHBORING PROJECT
FALL WELCOME BLOCK PARTY**

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

WHEREAS, The City of Bloomington's Housing and Neighborhood Development Department is organizing a Fall Welcome Block Party on Tuesday, August 16, 2022.

WHEREAS, the City of Bloomington's Housing and Neighborhood Development Department has requested that the Board of Public Works allow them to close E. Hunter Avenue to vehicular traffic in front of 905, 919, 921, and 925, which includes the block between S. Faculty Avenue and the alley east of S. Woodlawn Avenue on Tuesday, August 16, 2022 from 12 pm to 10 pm, which includes set-up and tear-down, to host the Fall Welcome Block Party; and

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that the City of Bloomington's Housing and Neighborhood Development Department may close E. Hunter Avenue to vehicular traffic in front of 905, 919, 921, and 925, which includes the block between S. Faculty Avenue and the alley east of S. Woodlawn Avenue, for the purpose of staging a Fall Welcome Block Party for the general public.
3. The City of Bloomington's Housing and Neighborhood Development Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. The City of Bloomington's Housing and Neighborhood Development Department shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. The City of Bloomington's Housing and Neighborhood Development Department shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. The City of Bloomington's Housing and Neighborhood Development Department agrees no closure shall occur before 12:00 p.m. on Tuesday, August 16, 2022 and to remove barricades by 10:00 p.m. on Tuesday, August 16, 2022

6. The City of Bloomington will provide and set up type-3 barricades not before 12:00 p.m. on Tuesday, August 16, 2022. Barricades will be removed as part of clean-up.
7. The City of Bloomington's Housing and Neighborhood Development Department will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 5:00 p.m. and 8:00 p.m. on Tuesday, August 16, 2022.
9. The City of Bloomington's Housing and Neighborhood Development Department shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. The City of Bloomington's Housing and Neighborhood Development Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City's property and to the fullest extent permitted by law, the City of Bloomington's Housing and Neighborhood Development Department, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 2nd DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS:

HOUSING AND NEIGHBORHOOD
DEVELOPMENT

Kyla Cox Deckard, President

Signature

Jennifer Lloyd, Vice President

Printed Name, Title

Elizabeth Karon, Secretary

Date



Board of Public Works Staff Report

Project/Event: Noise permit request for Urban Fabric ribbon cutting ceremony

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

Staff Representative: Holly Warren

Meeting Date: May 10, 2022

Event Date: August 5, 2022

Report: The City of Bloomington Economic & Sustainable Development Department, in partnership with the Bloomington Arts Commission request a noise permit for the Friday, August 5 ribbon cutting ceremony for the art installation Urban Fabric at the Fourth Street Garage. The event will feature live amplified music by a local jazz trio from 6-7pm. The band will be located in the bike parking area in the northeast corner of the garage.



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

Event and Noise Information

Name of Event:	Fourth Street Garage Art Installation Ribbon Cutting Ceremony		
Location of Event:	Fourth Street Garage		
Date of Event:	August 4	Time of Event:	Start: 6:00pm
Calendar Day of Week:	Friday		End: 7:00pm
Description of Event:	As part of the celebration of the art installation on the Fourth Street Garage, the Bloomington Arts Commission will host a jazz band to play live music near the garage.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Holly Warren		
Organization:	Economic and Sustainable Development, City of Bloomington	Title:	Assistant Director for the Arts
Physical Address:	401 N Morton Street, Bloomington, IN 47403		
Email Address:	holly.warren@bloomington.in.gov	Phone Number:	503-688-4666
Signature:		Date:	7/12/2022

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Date

Elizabeth Karon, Secretary



Board of Public Works Staff Report

Project/Event: Gold Coast Neighborhood Association Pot-Luck

Petitioner/Representative: Joseph B. Davis

Staff Representative: April Rosenberger

Meeting Date: 08.02.2022

The Gold Coast Neighborhood Association is requesting a Noise Permit for the social Pot-Luck they will host on August 20, 2022 at the Switchyard Park Bosque Area from 3 pm – 10 pm. Periodic live music and lightly amplified keyboard will be provided throughout the event.

Parks and Recreation has approved the use of the Switchyard Park Bosque Area.



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

Event and Noise Information

Name of Event:	Gold Coast Neighborhood Association Pot-luck and Member Call-out		
Location of Event:	Switchyard Park Bosque Area		
Date of Event:	8-20-22	Time of Event:	Start: 3 pm
Calendar Day of Week:	Saturday		End: 10 pm
Description of Event:	Gold Coast NA will host a social pot-luck. Besides eating and casual conversation, we would like to periodically provide live acoustic music and lightly amplify a keyboard.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit: Our Gold Coast NA member's listening pleasure.	

Applicant Information

Name:	Joseph B. Davis		
Organization:	Gold Coast Neighborhood Association	Title:	Lead Steward
Physical Address:	530 S. Washington St., Bloomington, IN, 47401		
Email Address:	balebuilder@gmail.com	Phone Number:	812-339-3017
Signature:	Joseph B. Davis	Date:	7-15-22

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Date

Elizabeth Karon, Secretary



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution No 2022-55

Petitioner/Representative: Cory Sampson, Owner of The Big Cheez, LLC

Staff Representative: Susan Coates

Meeting Date: 8/2/2022

The Big Cheez, LLC, by its owner, Cory Sampson, has applied for a 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 be selling food via a mobile kitchen and food truck.

This application is for 1 year.

Staff is supportive of the request.

Susan Coates

Date: 7/11/22
The Big Cheeze



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

initials
check

2. Applicant Information

Name:	Cory Sampson		
Title/Position:			
Date of Birth:	07/25/1991		
Address:	103 N Delbrick Ln		
City, State, Zip:	Indianapolis, IN 46229		
E-Mail Address:	CorySampson@thebigcheeze.com		
Phone Number:		Mobile Phone:	317-908-8300

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:

Received in ESD

JUL 11 2022

4. Company Information

Name of Employer:	The Big Cheeze				
Address of Employer:	2361 W. Rappel Ave				
City, State, Zip:	Bloomington, IN 47401				
Employment Start Date:	2/1/2015	End Date (If known):			
Phone Number:	317-908-8300				
Website / Email:	TheBigCheeze.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.

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

Date of incorporation or organization:	
State of incorporation or organization:	
(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:	10am-3am
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood Ave
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	

The Big cheese

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

<input checked="" type="checkbox"/>	A copy of the registration for the vehicle <i>2 Trucks, 1 Trailer</i>
<input checked="" type="checkbox"/>	Copy of a valid driver's license <i>7/18/22 ✓</i>
<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">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<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) <i>7/18/22 -</i>
<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

Food City of Bloomington Use Only

Date Received: <i>JUL 11 2022</i>	Received By: <i>8/18/22</i>	Date Approved:	Approved By:
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7/11/22 - see attached email.

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

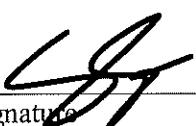
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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.

Cory Sampson
Name, Printed


Signature

7/8/2022

Date Release Signed

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

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

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Cory Sampson

Signature: 

Date: 7/8/2022

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Cory Sampson

Signature: 

Date: 7/8/2022

BUSINESS INFORMATION
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
06/30/2021 07:41 PM

Business Details

Business Name: **THE BIG CHEEZE LLC** Business ID: **201702061179379**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **02/06/2017** Inactive Date:
Principal Office Address: **2216 South Laurelwood Drive, Bloomington, IN, 47401, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **02/28/2023**
Years Due:

Principal Information

Title	Name	Address
Member	John Chadwick Sutor	2216 South Laurelwood Drive, Bloomington, IN, 47401, USA
Member	Cory Sampson	903 Clover Drive, Ellettsville, IN, 47429, USA

Registered Agent Information

Type: **Business**
Name: **MALLOR GRODNER LLP**
Address: **511 Woodscrest Drive, Bloomington, IN, 47401, USA**

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-06-2017

Employer Identification Number:
81-5242508

Form: SS-4

Number of this notice: CP 575 B

BIG CHEEZE LLC
JOHN CHADWICK SUTOR MBR
2216 S LAURELWOOD DR
BLOOMINGTON, IN 47401

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 81-5242508. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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. 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 BIGC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

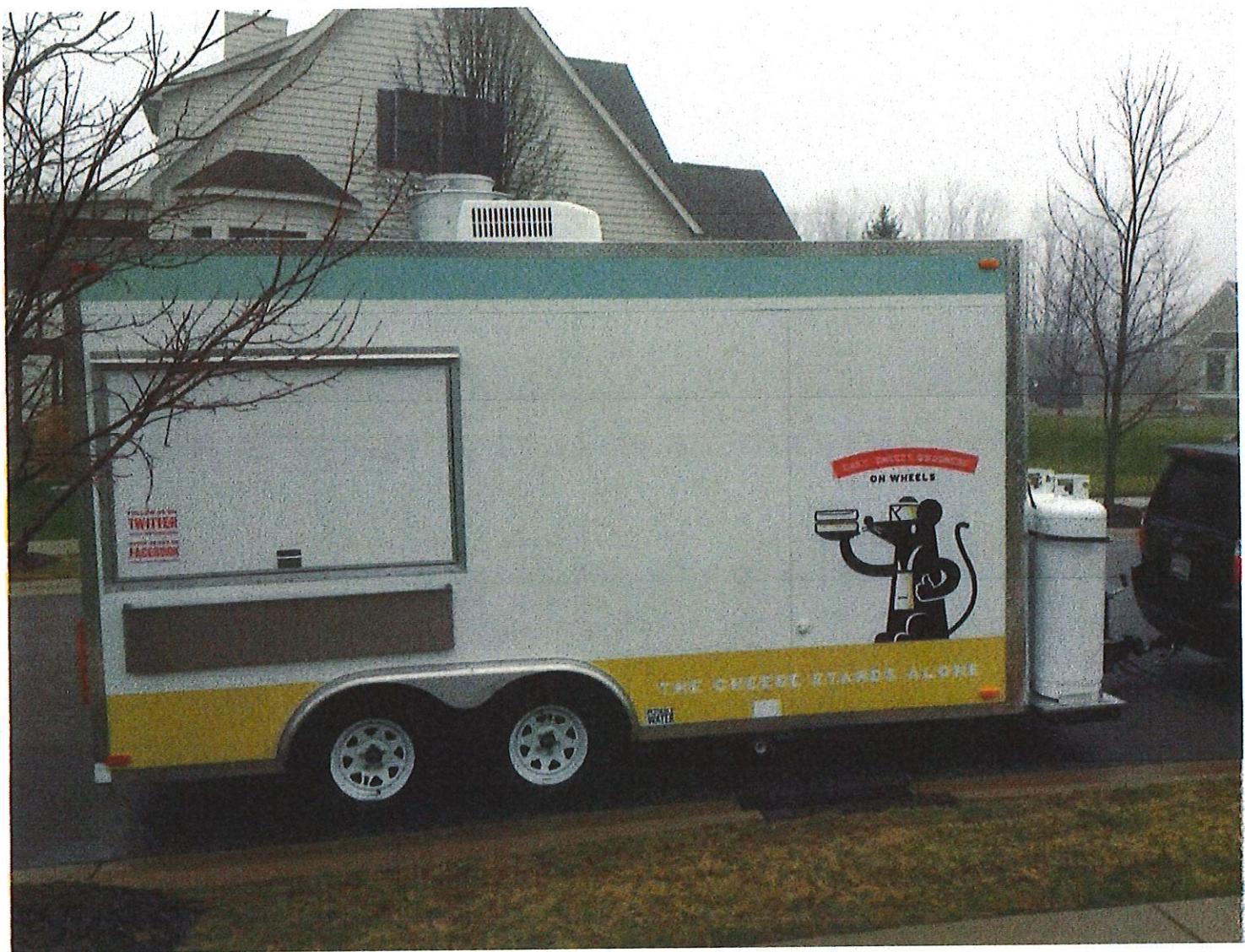
CP 575 B

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-06-2017
() - EMPLOYER IDENTIFICATION NUMBER: 81-5242508
----- FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
████████████████████████████████████████

BIG CHEEZE LLC
JOHN CHADWICK SUTOR MBR
2216 S LAURELWOOD DR
BLOOMINGTON, IN 47401





State Form 40093 (RS7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 4	ISSUE DATE 03/27/22	PUR DATE 10/12/11	COUNTY 53 - MONROE	TP R	PLYR 22	PLATE TR407MLL	PL TP GP	WEIGHT 9	PR YR 21	LS N	TYPE GP	PRIOR YR PL TR407MLL
EXPIRATION DATE 01/31/23		MUNICIPALITY BLOOMINGTON		VEHICLE YEAR 12	MAKE SOW	MODEL SW-	VEHICLE IDENTIFICATION NUMBER 1S986X158CM982099			TYPE TR	COLOR WHV		
CURRENT YEAR TAX 8.00		EX CREDIT 0.00		DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 25.35	ADMIN FEE 15.00	TOTAL 88.35			
PRIOR YEAR TAX 0.00		EX TAX 0.00		DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00			
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000													



Legal Address
3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887

CERTAIN ENTERPRISES
3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887
0102



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.

PEEL HERE



State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 14	AGE 9	ISSUE DATE 03/27/22	PUR DATE 01/01/18	COUNTY 53 - MONROE	TP A	PL YR 22	PLATE TK129NKN	PL TP GT	WEIGHT 11	PR YR 21	LS N	TYPE GT	PRIOR YR PL TK129NKN
EXPIRATION DATE 01/31/23	MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 13	MAKE CHE	MODEL SIL	VEHICLE IDENTIFICATION NUMBER 1GC0KVC4DZ232845				TYPE TK	COLOR WHI	
CURRENT YEAR TAX 36.00	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 36.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 15.00	TOTAL 121.35				
PRIOR YEAR TAX 0.00	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				

REGISTRATION LICENSE TYPE
TRUCK 11.000 GENERAL TRUCK NEW FORMAT



Legal Address
3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887

CERTAIN ENTERPRISES
3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887
0202



000.00.000

INSTRUCTIONS FOR APPLYING PLATE

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 until it snaps along dotted line.
5. Next, lift up corner of decal where card is attached.
6. Decal is fragile, peel decal off slowly.
7. Place decal in the upper right corner of your plate.
8. Rub or press firmly around edges of decal until it is secure.



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 16	AGE 4	ISSUE DATE 02/02/22	PUR DATE 03/13/18	COUNTY 53 - MONROE	TP R	PLYR 22	PLATE TK128NKN	PL TP GT	WEIGHT 11	PR YR 21	LS N	TYPE GT	PRIOR YR PL TK128NKN
EXPIRATION DATE 01/31/23	MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 18	MAKE CHE	MODEL SIL	VEHICLE IDENTIFICATION NUMBER 1GC2KVEG1JZ213283			TYPE TK	COLOR GRY/		
CURRENT YEAR TAX 261.00	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 261.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 15.00	TOTAL 346.35				
PRIOR YEAR TAX 0.00	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				

REGISTRATION LICENSE TYPE
TRUCK 11,000 GENERAL TRUCK NEW FORMAT



Legal Address
3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887

0101

CERTAIN ENTERPRISES



3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887



000.00.000

INSTRUCTIONS FOR APPLYING

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.
4. Remove decal by bending corner along dotted line.
5. Next, lift up corner of decal when applying.
6. Decal is fragile, peel decal off slowly.
7. Place decal in the upper right corner of plate.
8. Rub or press firmly around edges.

Mobile Food Service Establishment License

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



BIG CHEEZE
THE BIG CHEEZE, LLC.
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2022

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

Issued MAR 25 2022

By Karen W. Kappo

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps tire service
INSPECTOR'S NAME John Mofield INSPECTOR'S PHONE # 812 - 336-6302
DATE OF INSPECTION 7-13-22
TAXICAB COMPANY The Big Cheese
VEHICLE YEAR 2013 MAKE Chevy MODEL 2500 HD
VIN 1gco15vcg402232845

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	—	
FLASHERS	✓	—	
REFLECTORS	✓	—	
HORN	✓	—	
WINDSHIELD WIPERS	✓	—	
MIRRORS	✓	—	
SEATBELTS	✓	—	
BUMPER HEIGHT	✓	—	
ALL WINDOWS	✓	—	
MUFFLER	✓	—	
TIRES	✓	—	
BRAKES	✓	—	
DOORS	✓	—	
GENERAL CONDITION OF VEHICLE	✓	—	

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

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

Comments by Inspector: _____

111 S. COLUMBIA ST.
MOTOR VEHICLE INSPECTION CHECK SHEET

CITY OF BLOOMINGTON INDIANA

Inspector Signature 

Date: 7-13-22

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
812-340-7410**

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Damps tire Service
INSPECTOR'S NAME John Mofeca INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 7-13-22
TAXICAB COMPANY The Big Cheese
VEHICLE YEAR 2012 MAKE Suv MODEL Suv
VIN 1S98X168Cn982099

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	—	
FLASHERS	✓	—	
REFLECTORS	✓	—	
HORN	—	—	
WINDSHIELD WIPERS	—	—	
MIRRORS	—	—	
SEATBELTS	✓	—	
BUMPER HEIGHT	✓	—	
ALL WINDOWS	✓	—	
MUFFLER	—	—	
TIRES	✓	—	
BRAKES	✓	—	
DOORS	✓	—	
GENERAL CONDITION OF VEHICLE	✓	—	

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

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



INVOICE #: 810044553

Additional Comments by Inspector: _____

WORKE AENDOC-INSPECTION CHECK SHEET

CITY OF BLOOMINGTON, INDIANA

Inspector Signature Er

Date: 7-13-22

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/13/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SHEPHERD INSURANCE LLC - CLIENT CONNECTION 800 S WASHINGTON ST VAN WERT, OH 45891	CONTACT NAME: TAMMY RAGER
	PHONE: (419)238-5551 FAX: (800)736-7026
	E-MAIL ADDRESS: trager@central-insurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A Central Mutual 20230
INSURED CERTAIN ENTERPRISES LP DBA THE BIG CHEEZE 2216 S LAURELWOOD DR BLOOMINGTON, IN 47401	INSURER B
	INSURER C
	INSURER D
	INSURER E
	INSURER F

CERTIFICATE NUMBER 5080591 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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC	Y	Y	9893611	10/15/2021	10/15/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	9893612	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	9893613	10/15/2021	10/15/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holders are additional insured per the attached endorsements.
Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER		CANCELLATION	
CITY OF BLOOMINGTON 401 N MORTON ST BLOOMINGTON, IN 47404		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 TAMMY RAGER	

**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: 07/15/2022

Business Name: Big Cheeze 2

Address: 3637 E BRYN MAWR DR
TRLR 2
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 22-0227

Type: FOOD Temporary Vender/Cooking

Issued Date: 07/15/2022

Effective Date: 07/15/2022

Expiration Date: 07/15/2023

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 Fire for more information.



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp

7/15/2022

Inspector: Tim Clapp

Date

my Driver Records

[View Your Driver Record](#)[Official Driver Record](#)[Pay Reinstatement Fees Online](#)[Renew Your License, Permit or ID Card](#)[Add MotorCycle Endorsement](#)[View Your Recent Driver Notices](#)[Track Your Recent Renewals](#)[Replace Your License, Permit or ID Card](#)[Schedule Driving Test](#)[Your Renewal Date](#)[CDL Self-Certify Driver Type](#)[Proceed to Checkout](#)

Click to Verify - This site chose
VeriSign SSL for secure e-commerce
and confidential communications.

[ABOUT SSL CERTIFICATES](#)**my Driver Records**

Welcome, CORY B SAMPSON!

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

License type: DRIVERS W/ MC

As of 07/14/2022 4:45 pm
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Offense Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
06/02/2016	0	SEAT BELT VIOLATION	05/11/2016	MONROE CIRCUIT # 9 / 53C0916051F001773			No	No
02/02/2015	4	FAILURE TO OBEY SIGNS OR MARKINGS	01/20/2015	MONROE CIRCUIT #6 / 53C061501F000423			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
7	04/09/2021	5346 CRESTVIEW AVE	INDIANAPOLIS	IN	46220
6	07/25/2018	903 E CLOVER DR	ELLETTSVILLE	IN	47429-1071

4	08/11/2013	903 CLOVER DR	ELLETTSVILLE	IN	47429-1071
3	05/13/2013	378 EAST VARSITY LANE	BLOOMINGTON	IN	47408
2	09/03/2011	1425 W ALLEN ST.	BLOOMINGTON	IN	47403
1	10/28/2006	7645 SAMUEL DR	INDIANAPOLIS	IN	46259-9682

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	07/25/2018	903 E CLOVER DR	ELLETTSVILLE	IN	47429-1071
1	10/28/2006	7645 SAMUEL DR	INDIANAPOLIS	IN	46259-9682

Credential Issuance

Interim Credential Issue Date: 7/25/2018, Expiration Date: 8/24/2018, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 12784536

Interim Credential Issue Date: 7/25/2018, Expiration Date: 8/24/2018, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 12784506

Issue Date: 07/25/2018, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 07/25/2024

Issue Date: 09/03/2011, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 07/25/2018

Issue Date: 10/02/2008, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 07/25/2012

Issue Date: 10/02/2008, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 07/25/2012

Issue Date: 05/21/2008, Issue Motorcycle Learner, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 05/31/2009

Issue Date: 09/18/2007, Issue Drivers, DRIVERS (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 07/25/2012

Issue Date: 10/28/2006, Duplicate Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 10/31/2007

Issue Date: 10/28/2006, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 10/31/2007

Remarks

No Remarks were found.

* End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address
Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- * Birth date & Gender

Driver's License Information

- * License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires - end date of the license validity period
- * License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- * SR22 Requirement: Date until which the driver must maintain SR22 insurance.
- * Forbearance: Date until which the driver must remain forbearance eligible in order to have reinstatement fees waived.
- * Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- * Social Security Number - unique identifier assigned by the Social Security Administration (this information is provided only if requestor is authorized to receive)

<u>DRIVER'S LICENSE ("DL") STATUS</u>	<u>DESCRIPTION</u>
CANCELLED	Driving record has been cancelled by the BMV
CONDITIONAL	Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges.)
FRAUDULENT	Driving privileges are invalid; license was obtained fraudulently
HABITUAL TRAFFIC VIOLATOR	Driving privileges are suspended as a habitual traffic violator
HABITUAL TRAFFIC VIOLATOR - LIFE	Driving privileges are forfeited for life as a habitual traffic violator
INVALID - REVOKED	Driver has no driving privileges (e.g., this status may represent: a minor who has had an individual sign the minor's license or permit application and then later requests to be relieved from liability; or a previously licensed driver whose Social Security number is not verified with the Social Security Administration)
SUSPENDED - INFRACTION	Driving privileges are suspended
SUSPENDED - MISDEMEANOR	Driving privileges are suspended
SUSPENDED - PRIOR	Driving privileges are suspended, and driver has been convicted of Driving While Suspended within the previous 10 years
UNLICENSED	Driver has a record with the BMV, but has not been licensed in Indiana
VALID	Driver has, or is eligible to apply for, full driving privileges
BMV PROBATION	This may appear alone or in combination with any other DL status; Driver has been placed on an administrative probation by the BMV

<u>COMMERCIAL DRIVER'S LICENSE ("CDL") STATUS</u>	<u>DESCRIPTION</u>
DISQUALIFIED	Commercial driving privileges are disqualified
NONE	Driver has no privileges to operate a commercial motor vehicle
PENDING TRANSFER	Driver has commercial driving privileges, which are being transferred to a new state of record
RETEST	Commercial driving privileges are eligible pending a required retest
TRANSFERRED	Commercial driving privileges have been transferred to a new state of record
VALID	Driver has, or is eligible to apply for, privileges to operate a commercial motor vehicle within the specified class
VOLUNTARY SURRENDER	Driver has no privileges to operate a commercial motor vehicle because driver has voluntarily surrendered commercial driving privileges

Physical Description

Includes height, weight, hair color, eye color and organ donor information (This information is provided only if requestor is authorized to receive).

Endorsements & Restrictions

Includes endorsements and restrictions placed on an individual's driving privileges. A listing of restrictions can be found at www.myBMV.com.

Pending Endorsements & Restrictions

Endorsements and restrictions that apply to the current driving privileges, but are not yet displayed on the credential. A listing of restrictions can be found at www.myBMV.com.

Commercial Driver's License (CDL) & Commercial Learner's Permit (CLP) Information

This section displays license/learner permit status, expiration date, license class, endorsements and restrictions. A listing of endorsements and restrictions can be found at www.myBMV.com.

Commercial Driver's License Information System (CDLIS) Status

This section will display the commercial driving privilege status that is reported for the individual to CDLIS. The following are the listed status "LIC" - licensed for commercial driving privileges, "ELG", eligible for commercial driving privileges, "NOT" - not eligible for commercial driving privileges, RPD - reported deceased.

CDL Self-Certification Status

This section will display the type of self-certification the individual selected:

- * Interstate, Non-exception - The individual certified that he/she operates or expects to operate in interstate commerce, is both subject to and meets the qualification requirements under 49 CFR 391, and is required to obtain a medical examiner's certificate under 49 CFR 391.45.
- * Interstate, Excepted - The individual certified that he/she operates or expects to operate in interstate commerce, but engages exclusively in transportation or operations excepted under 49 CFR 390.3(f), 391.2, 391.68, or 391.3 from all or parts of the qualifications requirements of 49 CFR part 391, and is therefore not required to obtain a medical examiner's certificate under 49 CFR 391.45.
- * Intrastate, Non-Exceptioned - The individual certified that he/she operates only in intrastate commerce and therefore is subject to driver qualification requirements.
- * Intrastate, Excepted - The individual certified that he/she operates in intrastate commerce, but engages exclusively in transportation or operations excepted from all or parts of the driver qualification requirements.

Medical Certificate Status

This section will display the status of the current medical examiner's certificate on file with the Bureau of Motor Vehicles

- * Certified - All required information has been received and the form is valid
- * Not Certified - All required information has not been received or the form is invalid

Medical Examiner's Certificate Information

This section displays the information from the Medical Examiner's Report for Commercial Driver Fitness

Determination, Medical Examiner's Certificate and the Federal Motor Carrier Safety Administration (FMCSA) Medical Exemption(s), if applicable.

Medical Certificate Issue Date

This section lists the issuance date of the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Certificate Expiration Date

This section displays the expiration date of the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Certificate Restriction Code

This section will display Medical Certificate Restrictions.

Medical Examiner's Name

This section displays the medical examiner's name that completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Phone Number

This section displays the phone number of the medical examiner who completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Specialty Code

This section will display the specialty of the medical examiner who completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Jurisdiction

This section displays the issuing State of the medical examiner's license or certificate listed on the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's Jurisdiction License Number

This section displays the medical examiner's license or certificate number issued by the State listed on the current CDL Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

Medical Examiner's FMCSA National Registry Number

This section displays the national registry number that was assigned by FMCSA to the medical examiner that completed the Medical Examiner's Certificate currently on file with the Bureau of Motor Vehicles.

FMCSA Medical Exemption Effective Date

This section displays the effective date of the FMCSA issued medical exemption.

FMCSA Medical Exemption Expiration Date

This section displays the expiration date of the FMCSA issued medical exemption.

FMCSA Skills Performance Evaluation Effective Date:

This section displays the effective date of the FMCSA issued skills performance evaluation.

FMCSA Skills Performance Evaluation Expiration Date:

This section displays the expiration date of the FMCSA issued skills performance evaluation.

Reinstatement Requirements

Included in this section are reinstatement requirements, if applicable, for reinstatement of driving privileges. This section summarizes information contained within the respective sections of the Official Driver Record to assist customers with determining BMV and court requirements for reinstatement of driving privileges, or the ability to apply for driving privileges. This section identifies:

- * when the individual is eligible for reinstatement;
- * pending or active BMV suspension information for failure to provide proof of financial responsibility (insurance);
- * if current proof of financial responsibility (SR50) or proof of future financial responsibility (SR22) is needed (and the date when the requirement for proof of future financial responsibility expires) to be submitted electronically directly from your insurance provider;
- * the total insurance/reinstatement fees due, which must be paid by visiting www.myBMV.com, by phone at (888) 692-6841, or by mail;
- * a listing of pending, active, or stayed BMV suspensions;
- * a listing of pending, active or stayed court ordered suspensions.

In addition to the above requirements, applicants may be required to successfully pass a knowledge or skills test.

Insurance Requirements

If proof of future financial responsibility (SR22) is required to reinstate and/or maintain driving privileges, then the date until which you are required to carry SR22 will be listed here. Failure to maintain an effective SR22 policy during the 180-day, three year or five year requirement will result in an additional, indefinite suspension of driving privileges until such time as an effective SR22 policy is processed by the Bureau and maintained for the required period or the filing period has expired, whichever is earlier.

Suspension Information

This section lists all suspensions that have been served, are currently effective or are stayed for the given individual. An asterisk (*) next to the suspension description denotes active suspensions. A double asterisk (**) next to the suspension description denotes stayed suspensions.

The suspension information includes a unique suspension identifier ("Susp ID"), type of action ("Type"), description of the suspension ("Suspension Reason") including the case number, court and court phone number associated with the suspension, the date the suspension started ("Suspension Effective Date"), the date the suspension ends or ended ("Suspension Expiration Date"), the date the suspension notice was mailed to the individual ("Mail Date"), the unique address to which the suspension notice was mailed ("Address ID"), and any fees associated with that suspension which may be due to the BMV ("Fee Due"). Any outstanding reinstatement requirements are bolded in this section, such as future expiration dates and associated reinstatement/insurance fees. Note: Suspensions with an expiration date of "Indefinite" denote suspensions which require reinstatement notification from the associated court or are life-long suspensions, unless stayed.

Common suspensions include:

Failure to File Insurance - Bureau: This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following a conviction for a traffic offense. If there was financial responsibility in effect at the time of the citation, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and citation date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day (for suspensions beginning before December 31, 2021), or indefinite suspension (for suspensions beginning on/after December 31, 2021). A suspension beginning prior to January 1, 2015, a \$150, \$225 or \$300 fee is assessed. A suspension beginning on or after January 1, 2015, a \$250, \$500, or \$1000 is assessed. Driver is required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges (for suspensions beginning before December 31, 2021), or 180 continuous days (for suspensions beginning on/after December 31, 2021). If the driver can provide proof of financial responsibility (COC) for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

No Insurance Accident: This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following an accident. If financial responsibility was in effect at time of the accident, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and accident date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day (for suspensions beginning before December 31, 2021), or indefinite suspension (for suspensions beginning on/after December 31, 2021). A suspension beginning prior to January 1, 2015, a \$150, \$225 or \$300 fee is assessed. A suspension beginning on or after January 1, 2015, a \$250, \$500, or \$1000 fee is assessed. Driver is required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges (for suspensions beginning before December 31, 2021), or 180 continuous days (for suspensions beginning on/after December 31, 2021). If the driver can provide proof of financial responsibility (COC) for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

Note: A driver convicted by a court of operating a motor vehicle without financial responsibility cannot end the suspension by submitting proof of financial responsibility (insurance) to the BMV.

Failure to Appear for Driver Safety Program (DSP) - In accordance with Indiana law, the BMV requires a driver who commits two or more traffic offenses resulting in convictions within a 12-month period to complete a BMV-approved DSP. Drivers who are under 21 years of age are required to complete a DSP if, within a 12-month period, they are convicted of two or more traffic offenses, involved in two or more accidents, or a combination of the two. Failure to complete the course within the specified time period will result in the suspension of the individual's driving privileges. The suspension remains effective ("Indefinite") until the BMV is notified of successful completion of a BMV-approved DSP. Once results are received indicating successful completion of a BMV-approved DSP, a four point credit will be applied to the driver record, reducing the total by four points. However, only one four point credit is allowed per three year period although completion of an additional DSP may be required by the BMV. **For a listing and phone numbers of BMV-approved DSP providers, call (888) 692-6841 or visit www.myBMV.com.**

Failure to Pay - A court instructed the BMV to suspend the driving privileges because the driver failed to pay court costs/ fines related to a traffic violation. Beginning on 12/31/2021 all Failure to Pay suspensions will be a maximum of 3 years in duration with an option to stay the suspension before 3 years is reached by submitting proof of future financial responsibility (SR22) to the BMV. If proof of future financial responsibility (SR22) is not submitted the suspension remains active for 3 years, or until the BMV receives notice from the court that the fines have been paid. Call the court at the number listed on the Official Driver Record for information on satisfying the Failure to Pay suspension.

Failure to Appear - A court instructed the BMV to suspend the driving privileges due to the driver failing to appear in court for a traffic violation. The suspension remains active ("Indefinite") until the BMV receives notice from the court that the driver appeared in court and the case is disposed of. Beginning December 31, 2021, all Failure to Appear suspensions have the option to be stayed up to 3 years by submitting proof of future responsibility (SR22) to the BMV. Call the court at the number listed on the Official Driver Record for information on satisfying the Failure to Appear suspension.

Pending Suspension Information

This section lists any suspensions that have yet to start.

THIS SECTION LISTS ANY SUSPENSIONS THAT HAVE YET TO START.

Disqualification Information

This section lists disqualifications and associated information. Disqualifications denote the loss of commercial driving privileges. Most disqualifications are federally mandated.

Pending Disqualification Information

This section lists any disqualifications that have yet to start.

Out of State Withdrawals

This section of the ODR lists out-of-state withdrawals that were reported to the Indiana BMV, as a result of either a driver's Change State of Record or through a CDLIS, HW message from the driver's old State of Record (and after the driver moved to Indiana). The following definitions are pulled from the CDLIS data dictionary and apply to the Out-of-State Withdrawals section of the ODR.

WD ID - The WD ID is the identifier used to codify the withdrawal reported to Indiana from the State of Record, WD IDs are listed in the sequence in which they were received by the Indiana BMV.

State - The old State of Record that transmitted the withdrawal information to the Indiana BMV.

Reason/Reference Report ID - ACD code and Indiana BMV offense code followed by an old State of Record document reference number associated with the withdrawal, or a court document reference number associated with a court-ordered withdrawal. These are often referred to as the Driver License Withdrawal Locator Reference".

Action Type - The type of withdrawal action that was taken on a driver record.

- 1 = Revoked
- 2 = Barred
- 3 = Suspended
- 4 = Cancelled
- 5 = Denied
- 6 = Disqualified
- 7 = Other Withdrawal

WD Basis - The basis for the withdrawal action that was taken on a driver record.

- 0 = Unknown
- 1 = Conviction
- 2 = Administrative Adjudication
- 3 = Administrative Action
- 4 = Repeated Violations
- 5 = Withdrawal Resulting from Point System
- 6 = Court-Ordered or Requested
- 7 = Court Recommended
- 8 = NRVC Action or Reciprocity
- 9 = Administrative Per Se

Withdrawal Due Process Status - The due process status for a withdrawal action taken on a driver record.

- 0 = Not Defined
- 1 = Hearing Held; Action Confirmed
- 2 = Hearing Offered, but Not Requested
- 3 = Hearing Requested, not yet Held
- 4 = Department ActionAppealed to Court
- 5 = Hearing Not Applicable

Withdrawal Extent Code - The license type is affected by the withdrawal action.

- 1 = Commercial
- 2 = Permit
- 3 = All
- 4 = Non-CDL

Effective Date - The date at which the license was withdrawn by the old State of Record.

Eligibility Date - The earliest date on which a driver may satisfy any conditions to end the withdrawal.

If eligibility is never to be restored, a permanent code is used. For jurisdictions that withdrawal a license privilege, but do not start the clock until the license is physically surrendered, or if the length of the withdrawal is predicated on the individual completing one or more actions, the State of Record will not be able to provide an actual eligibility date. In such cases, an indefinite code is used.

Reinstatement Date - The actual date that the licensing privilege of a driver (which has been previously withdrawn) is reinstated.

Convictions

This section lists traffic or motor vehicle-related convictions the driver has accumulated. Convictions that are not traffic or motor vehicle-related but for which courts have authority to suspend driving privileges may also be listed. The convictions for which points are currently active are denoted by an asterisk (*). This section includes the date of conviction ("Disposition Date"), the offense description ("Offense Description"), the date of the offense ("Offense Date"), the court name and case number related to the citation ("Court/Case number"), the unique identifier of any associated suspensions or disqualifications ("Susp ID"/"Disq ID"), if the offense occurred while operating a Commercial Motor Vehicle ("CMV") and if the offense occurred while operating a CMV with Hazardous Materials ("Hazmat"). Convictions such as "Failure to Provide Proof of Insurance to Bureau" are not court convictions. Rather, they are BMV administrative determinations for which points must be assessed.

Residential Addresses (This information is provided only if requestor is authorized to receive)

This section lists the residential address history of the individual. Information in this section includes: a unique address identifier ("Address ID"), the date the address information was added to the record ("Effective Date"), the street address, city, state and ZIP code.

Mailing Addresses (This information is provided only if requestor is authorized to receive)

This section lists the mailing address history of the individual. Information in this section includes: a unique address identifier ("Address ID"), the date the address information was added to the record ("Effective Date"), the street address, city, state and ZIP code.

Credential Issuance

This section lists information pertaining to driver's license, learner's permit or identification card issuances. Information includes: the transaction type, the type of credential, effective and expiration date of license or ID

Page 7 of 7

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-55
Mobile Vendor in Public Right of Way
The Big Cheez, 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, The Big Cheez, 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 and food truck for 1 year beginning on 08/02/2022, and ending on 8/2/2023.

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

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

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

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

ADOPTED THIS THE 2nd DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-55 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Cory Sampson
The Big Cheez, LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Request to Declare Damaged and Unrepairable IPS Meter Housings, and Old Duncan Meter Housings and Clocks as Surplus Property

Petitioner/Representative: PW/Parking Services Division/Parking Enforcement

Staff Representative: Raye Ann Cox

Meeting Date: 8/2/2022

The Parking Services Division has IPS meter parts that have been damaged and are unrepairable which the Division is requesting to be declared surplus property and available for disposal. The damaged meter parts are due to vandalism and vehicle accidents involving the meter and the post on which it is mounted. Parking has steel IPS meter housing and the steel mounting post, along with various metal IPS meter parts that can be taken to a local salvage yard so the materials can be recycled.

On 10/27/2020, Parking Services disposed of the outdated Duncan Meter Housing and clocks which was approved by the BPW. During a clean out of an attached building, more of the Old Duncan housing and clocks were found. Parking cannot use these parts and request to dispose of them so the material can be recycled.



City of Bloomington
Disposal / Surplus / Trade In Form

DEPT: PW/PARKING SERVICES/PARKING ENFORCEMENT

LOCATION: 206 S. WALNUT ST. BLGNTN IN 47404

PAGE NO. 1 of 1

DATE: 7/29/2022

PHONE: 812-349-3571

EMAIL: coxr@bloomington.in.gov

DEPT. HEAD / DIVISION DIRECTOR: _____

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable,etc)	SERIAL /VIN NO.	COB ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. OLD DUNCAN METER HOUSINGS	65	OUT DATED METERS	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$50.00	
2. OLD DUNCAN METER CLOCKS	35	OUT DATED METERS	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$15.00	
3. BENT METER POST	60	DAMAGED/NOT REPAIRABLE	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$40.00	
4. IPS METER HOUSINGS	8	DAMAGED/NOT REPAIRABLE	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$10.00	
5. IPS METER DOMES	160	VANDALIZED/NOT REPAIRABLE	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$25.00	
6. COIN CANISTER MONEY SHUTE	9	DAMAGED/NOT REPAIRABLE	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$10.00	
7. 1/2 BUCKET MISC METER BOLTS	?	UNUSABLE	N/A		<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	J.B. SALVAGE CO.	\$10.00	
8.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
10.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
11.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

Project Status Report



Project Status Report



Project Status Report



Project Status Report



Project Status Report



Project Status Report



Project Status Report



Project Status Report



**BOARD OF PUBLIC WORKS
RESOLUTION 2022-41**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the Parking Services Division of the City's Public Works Department has numerous old Duncan model parking meters housings and clocks, as well as damaged and unrepairable IPS meter parts, it wishes to have declared as surplus property and authorized for disposal; and

WHEREAS, the old Duncan parking meters were only able to accept coin payments and can no longer be used by Parking Services;

WHEREAS, the IPS meter parts were damaged due to vandalism and vehicle accidents which involved the meters and meter posts; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter "Board of Public Works") may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, the Parking Services Division has assessed the value of these meter parts to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider these materials worthless, if the value of the material is less than the estimated cost of the sale and transportation of the material; and

WHEREAS, the Parking Services Division believes the cost of organizing and conducting a sale of these materials exceeds the materials' value; and

WHEREAS, the Parking Services Division wishes to dispose of the meter parts by taking them to a local salvage company so that some of the materials can be recycled.

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

1. The Duncan meters and meter parks, as well as the IPS meter parts, shown in Attachment A are hereby declared to be surplus personal property. Attachment A is attached hereto and incorporated herein by reference.
2. The value of these meter parts is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting these materials and conducting a private sale exceed the value of the material.
4. The Parking Services Division wishes to take these meter parts to a salvage company so that some of the materials might be recycled.
5. The Parking Services Division is hereby authorized to dispose of these meter parts.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of August, 2022.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Attest: _____
Michelle Wahl, Director
Parking Services Division of Public Works Department



Board of Public Works Staff Report

CITY OF BLOOMINGTON

Project/Event: 2022 Service Agreement with Thrasher Landscape, Inc., for Landscape and Hardscape Maintenance

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: August 2, 2022

This service agreement is for landscape and hardscape maintenance at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Thrasher Landscape, Inc., with compensation not to exceed \$10,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Thrasher Landscape, Inc.

Contract Amount: Not to exceed \$10,000.00

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 type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" 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.)
Met city requirements?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement not to exceed \$10,000.00. Contractor submitted rates of service and Public Works has agreed to enter into a service agreement with the contractor.
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 had a service agreement with Thrasher Landscape, Inc. in 2021. This agreement is a renewal of that agreement under the same terms and rates of service.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
THRASHER LANDSCAPE, INC.**

This Agreement, entered into on this 2nd day of August, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Thrasher Landscape, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Landscaping and Hardscape maintenance. These services will be performed at City facilities (“Services”) for a set price of Seventy-Five Dollars (\$75.00) per hour, regardless of day or time. Any excavating equipment used will be billed at the rate of Fifty Dollars (\$50.00) per hour. 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, 2022, 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). **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** 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: Thrasher Landscape, Inc., 2670 West Popcorn Road, Springville, Indiana 47462.

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

Beth Cate, Corporation Counsel

Thrasher Landscape, Inc.

Bobby Thrasher, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature

My Commission Expires:

Printed Name of Notary Public

County of Residence:

My Commission No:

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 _____, 2022.

Thrasher Landscape, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature

My Commission Expires:

Printed Name of Notary Public

County of Residence:

Printed Name of Notary Publ

My Commission No:

My Commission No:

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/29/2022	Payroll				487,704.73
					<u>487,704.73</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 \$ 487,704.73

Dated this 2nd day of August year of 2022.

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, 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: Resolution to approve change order for 410 S Highland Ave repairs

Petitioner/Representative: HAND

Staff Representative: Michael Arnold

Date: August 2, 2022

Report:

April 08, 2021	Drive by inspection of property
April 14, 2021	Sent Order to Repair
April 18, 2021	Received Signed Receipt of delivery
June 06, 2021	Sent Past Deadline Letter
July 28, 2021	Not in compliance
August 13, 2021	Sent Request to Access Property letter
September 07, 2021	Property not sealed
September 20, 2021	Sent Order amended to be Repair and Seal
October 07, 2021	Sent Past Deadline letter
November 02, 2021	Sent Request to access Property letter
January 06, 2022	Received Warrant of Entry to evaluate property
April 18, 2022	Began Process to get bids to repair structure
April 29, 2022	Warrant of Entry to allow contractors access to structure in order to obtain bids for work needed for compliance
May 18, 2022	Award of bid to Haire Construction
June 22, 2022	Documents complete
July 2022	Work begins, upon inspection of interior of structure, additional work is required to stabilize floors, change order prepared.

This is a property that has been vacant for many years. On April 08, 2021 a drive by of the property was conducted to evaluate compliance with Title 17.16 of the Bloomington Municipal Code and it was noted that the west wall of the foundation had collapsed. An Order to Repair was sent to the owner. On September 07, 2021 a drive by was conducted and it was noted that there were open windows and doors. The Order was amended to Repair and Seal. Compliance was not achieved and a Warrant of Entry was granted by Monroe County Courts to allow access to the property to evaluate the extent of damage to the structure.

The cost to repair was estimated to be over \$10,000 so a Request for Quote was posted. A second Warrant of Entry was issued to allow for contractors to access the property to evaluate the structure. During this walk-thru it was noted that a large portion of the concrete block foundation wall has collapsed into the basement. The bid was awarded on May 18, 2022. Contracts are complete and the contractor has satisfied all requirements to be eligible to complete the work. After beginning work, it was discovered that additional items needed repair in order to make the structure safe. We are asking the Board to uphold the Resolution so work can move forward to make this structure safe.

**CHANGE ORDER 1 TO AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
AND HAIRE CONSTRUCTION, LLC
FOR REPAIR OF UNSAFE STRUCTURE LOCATED AT 410 S. HIGHLAND AVE.**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Housing and Neighborhood Development, (hereinafter referred to as “City”), and Haire Construction, LLC, a Kentucky limited liability company duly incorporated in the State of Kentucky with its principal place of business located at 11214 Decimal Drive, Louisville, KY 40299, (hereinafter referred to as the “Contractor”);

WHEREAS, City and Contractor previously entered into a certain agreement for repair work at 410 S. Highland Ave. Bloomington, IN (“Property”).

WHEREAS, after commencing work on the Property, Contractor and City discovered additional repair work necessary in order to make the Property safe.

WHEREAS, City wishes to utilize the services of Contractor to perform the additional work, and Contractor is willing to perform the work.

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

I. Section II of the original agreement entitled “SERVICES” including Exhibit “A” to the agreement shall be amended to include the following additional scope of work:

- At the Right Hand Wall from Street View install (6) Vertical Support Beams
- At the Left Hand Wall from Street View install (3) Vertical Support Beams
- Tie below grade into Footer
- Tie into sub-structure with blocking and shears

II. Section III of the original agreement entitled "COMPENSATION" shall be amended to show an increase in compensation in the amount of seven thousand six hundred fifty dollars (\$7,650.00) for a total of forty-eight thousand nine hundred dollars (\$48,900.00)

III. All other terms of the original agreement not expressly modified herein remain in full force and effect.

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

**CITY OF BLOOMINGTON
BY:**

**HAIRE CONSTRUCTION, LLC
BY:**

John Zody, Director DATED
Housing and Neighborhood Development

Luke Haire, Owner DATED

John Hamilton, Mayor
City of Bloomington

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-59**

Change Order to Contract for Unsafe Order at 410 S. Highland Avenue, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Repair and Seal** the property located at 410 S. Highland Avenue, 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 Order was not appealed and is now a final Order; and

WHEREAS, HAND obtained a warrant of entry to inspect the property to determine the scope of work and estimated cost of the expense to effectuate the Order; and

WHEREAS, HAND determined the cost would exceed \$10,000.00 and, pursuant to Indiana Code, issued a request for quotes for a licensed contractor to complete the work under the Order; and

WHEREAS, Haire Construction, LLC was the only responsive and responsible bidder for the project and was previously awarded the contract as approved by BPW Resolution 2022-45.

WHEREAS, upon commencing work, the City and contractor noted additional work that would be required to make the structure safe and Haire completed a proposal to include that additional cost into the scope of the contract; and

WHEREAS, the City wishes for this work to be performed to render the structure safe, the contractor is willing to perform the work, and the change order should be approved.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now approves change order 1 to the contract with Haire Construction, LLC to perform work under the Unsafe order at 410 South Highland Avenue, Bloomington, Indiana

So ordered this 2nd day of August, 2022.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Project/Event:

Request from Renascent, Inc for road closure and sidewalk closure along W 1st Street and restriping of turn lane on S Rogers Street for IU Legacy Hospital Site demolition work

Staff Representative:

Emily Herr

Petitioner/Representative:

Chad Hammel, Renascent, Inc.

Date:

August 2, 2022

Report: Renascent, Inc. will be completing the demolition of the Indiana University Legacy Hospital site. To complete the first phase of their work in the right-of-way, Renascent is proposing to close a portion of W 1st Street and the pedestrian sidewalk located along the south side of W 1st Street from S Rogers Street east to approximately Fairview Street from Wednesday, August 10, 2022 at 8:00 AM through Tuesday, August 23rd at 4:00 PM. They are requesting to work weekdays from 7:00 AM – 6:00 PM on the overhead utility removal.

Additionally, Renascent is requesting a flagging operation in order to restripe a turn lane on South Rogers Street that previously led to the east hospital entrance to help reduce confusion for motorists.

Renascent Inc. has notified nearby property owners about the closure request and has sent a second notification clarifying revised dates.



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225
Toll-Free 844.321.DEMO (3366)
Office 317.783.1500 : Fax 317.783.4860
info@renascentinc.com : renascentinc.com

Date: July 26th, 2022

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right-of-Way Permit Application
IU Health Bloomington Hospital Demolition and Site Clearing Project

Renascent Inc. (Renascent) has been retained by Indiana University Health (IUH) to perform the demolition and site clearing of the former IUH Bloomington Hospital located 601 West 2nd Street, Bloomington, Indiana. As part of this Project, Renascent will be removing the overhead utility bridge that spans 1st Street between the former hospital building and the former power plant located along the southside of 1st Street. To enable us to remove the overhead utility bridge, Renascent is proposing to close a portion of 1st Street and the pedestrian sidewalk (located along the southside of 1st Street) from Rogers Street east to approximately Fairview Street.

In addition, Renascent is proposing to eliminate the hospital site turn-lane located along south bound Rogers Street that leads into the eastern access drive to the hospital site, so that we can re-stripe the outer edge of the south bound Rogers Street through traffic lane. Renascent is requesting the elimination of the existing turn lane since the access drive off of Rogers Street is no longer accessible to the public and limited to construction traffic associated with this Project. The elimination of existing turn lane will help to prevent traffic utilizing south bound Rogers Street from drifting closer to the construction entrance.

IUH retained DLZ Indiana, LLC (DLZ) to prepare construction documents for the demolition of the IUH Bloomington Hospital Project. As part of the development of the contract documents, DLZ prepared Maintenance of Traffic plans for the proposed 1st Street and pedestrian sidewalk closure and the elimination of the existing turn lane located along Rogers Street that leads to the hospital site. IUH and DLZ met with staff from the City of Bloomington Engineering Department, Planning and Transportation Department, and the Utilities Department to discuss the City of Bloomington right-of-Way (ROW) permit requirements, maintenance of traffic requirements, site access concerns, and the City of Bloomington Municipal Code requirements.

Renascent has retained Indiana Sign and Barricade, Inc. to install the required traffic control devices and signage in accordance with the Maintenance of Traffic plans developed by DLZ. As noted above, since the proposed activities will require work within the City of Bloomington ROW and vehicle and pedestrian traffic restrictions, Renascent has prepared a City of Bloomington ROW Permit Application for review and approval by the City of Bloomington

To assist the City of Bloomington with the review of the ROW Permit Application, below is a summary of work to be performed with the City of Bloomington ROW.

1st Street Overhead Utility Bridge Removal

- 1st Street road and pedestrian sidewalk closure (copy of the Maintenance of Traffic plans are attached)
- 1st Street road and pedestrian closure duration: Wednesday (August 10th) at 8:00 am through Tuesday (August 23rd) at 4:00 pm.
- All existing utility piping on the utility bridge will be cut and capped at the outer face of the former power plant building and all piping located on the utility bridge will be removed.
- Removal of the overhead will be accomplished using a crane for the steel structure, man basket lifts to torch the steel parts, and other required hand tools needed to complete the work.
- The concrete pier located along the southside of 1st Street will be removed to a depth of 12" below existing grade.
- The concrete pier located along the north side of 1st street will be removed, complete.
- The existing retaining wall and concrete drives located underneath the utility bridge along the north side of 1st Street will remain in-place. Please note, that these improvements will be removed during a later phase of the Project. Renascent will coordinate the removal of these items with the City of Bloomington Engineering Department and will secure the required ROW Permits to complete the work.

Rogers Street – Elimination of Hospital Site South Bound Turn-Lane

- A road closure along 2nd Street will not be required. Indiana Sign and Barricade will provide flagging per MUTCD requirements and standards.
- 10" and 12" solid thermoplastic white lines will be installed in accordance with the requirements set forth in the Maintenance of Traffic plans prepared by DLZ, attached.
- This work will occur between Wednesday (August 10th) at 8:00 am through Tuesday (August 23rd) at 4:00 pm.

In preparation of the proposed 1st Street road and pedestrian closure, IUH distributed a property notification letter to the neighboring residents along 1st Street and South Walker Street (between 1st Street and 2nd Street). The initial property notification letter distributed identified the proposed road closure occurring between August 8th and August 19th. As noted above, the proposed road closure dates have been adjusted. As a result, a secondary property notification letter was distributed to inform the surrounding property owners/residents of the revised closure dates.

Attached is a copy of the following documents for your review:

- City of Bloomington ROW Permit Application
- Certificate of Insurance and Bonds
- Maintenance of Traffic Plans
- A copy of the initial Property Notification Letter
- A copy of the updated Property Notification Letter



Chad Hammel
Project Manager
Renascent Inc.



Indiana University Health

July 27, 2022

RE: 1st Street Road Closure
Legacy IU Health Bloomington Hospital Demolition

To our valued neighbors,

This notification is to inform you that the planned closure of a portion of 1st Street (west of Rogers Street) to allow for the removal of the overhead utility bridge has been re-scheduled.

The planned closure of 1st Street (west of Rogers) is scheduled from 7 am on Wednesday, August 10, to 4 pm on Tuesday, August 23. Work associated with the removal of the overhead utility bridge will occur between 7 am and 6 pm, Monday through Friday, by our demolition contractor, Renascent.

The image below highlights the portion of 1st Street and the associated sidewalk that are planned to be closed:



A City of Bloomington Board of Public Works Commission meeting is scheduled for Tuesday, Aug. 2 at 5:30 pm to vote for final approval. The Board of Public Works Commission meeting can be attended virtually via Zoom or in person at the City Hall Council Chambers, Room 115, 401 N. Morton Street, Bloomington, IN.

A copy of the link to the Zoom meeting invite can be accessed at <https://bloomington.in.gov/boards/public-works>.

If you have any questions regarding the planned 1st Street closure, please feel free to contact IU Health at scrinfo@iuhealth.org. The Renascent site contact for this work will be Chad Hammel. Mr. Hammel can be reached at 260.316.8234 for the duration of this work.

We apologize for any inconvenience and appreciate your patience and understanding as we complete this critical component of this project.

Thank you,

A handwritten signature in black ink, appearing to read "Suzan Kallus / BD".

Suzan Kallus, AIA
Director of Design & Construction
IU Health South Central Region



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 601 W 2nd Street, Bloomington, IN 47404

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

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

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Chad Hammel</u>		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>chad@renascentinc.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Renascent Inc.</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>935 W Troy Avenue</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>Indianapolis, IN 46225</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: <u>Chad Hammel</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)	
24-HR CONTACT PHONE #: <u>260-316-8234</u>		APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/	
INSURANCE #*: <u>18728278</u>		moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
COMPANY: <u>Lockton Company</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND#: <u>IN5976911</u>		COMPANY: <u>Merchants Bonding Company</u>	
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED			
SUBCONTRACTOR INFORMATION			
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)			
COMPANY NAME:			
B. WORK DESCRIPTION:			
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <small>1st Street: Removing utility bridge running from old power plant to hospital. Work will be done with a crane for the steel structure and excavators for the concrete pedestals.</small>			
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND			
C. RIGHT OF WAY TO BE USED/CLOSED:			
STREET NAME 1: <u>First Street</u>			
1ST INTERSECTING STREET NAME: <u>Rogers Street</u>			
2ND INTERSECTING STREET NAME: <u>Fairview Street</u>			
<input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER			
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED			
START DATE: <u>8/10/2022</u> END DATE: <u>8/23/2022</u> # OF DAYS*: <u>12</u>			
STREET NAME 2: _____			
1ST INTERSECTING STREET NAME: _____			
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER			
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED			
START DATE: _____ END DATE: _____ # OF DAYS*: _____			
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW			
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM			
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>7</u> AM - <u>6</u> PM- <small>Total Closure</small>			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			
Indiana 811 Know what's below. Call before you dig. TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.			
H. INDEMNIFICATION AGREEMENT:			
The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.			
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.			
PRINT NAME: <u>Chad Hammel</u>			
SIGNATURE: <u>Chad Hammel</u>			
DATE: <u>7/20/2022</u>			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. IN5976911

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Renascent, Inc.,
of Indianapolis, State of Indiana, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Indiana, as Surety, are held and firmly bound unto
City of Bloomington, Indiana, Obligee, in the penal
sum of Five Thousand Dollars (\$5,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Right of Way

Street Closure

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 22nd day of
July, 2022, and ending on the 22nd day of July,
2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 22nd day of July, 2022

Renascent, Inc.

Sinda Campbell

Countersigned (if required):

By: N/A

By: Merchants Bonding Company (Mutual)
Crysty D Nurse Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Crysty D Nurse

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

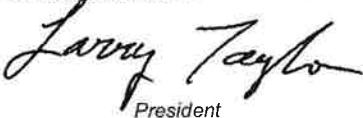
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of July, 2022.



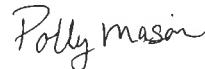
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



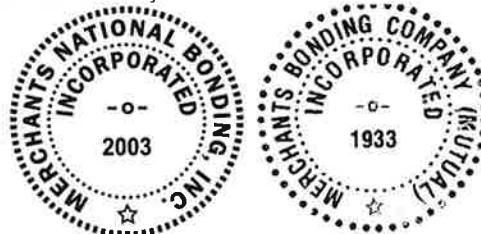


Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of July, 2022.





Secretary



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 601 W 2nd Street, Bloomington, IN 47404

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

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

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Chad Hammel</u>		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>chad@renascentinc.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Renascent Inc.</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>935 W Troy Avenue</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED	
CITY, STATE, ZIP: <u>Indianapolis, IN 46225</u>		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	
24-HR EMERGENCY CONTACT NAME: <u>Chad Hammel</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>260-316-8234</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)	
INSURANCE #*: <u>18728278</u>		APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/	
COMPANY: <u>Lockton Companies</u>		moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
BOND#: <u>IN5976909</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
COMPANY: <u>Merchants Bonding Company</u>		PROJECT NAME: _____	
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: <u>Indiana Sign And Barricade</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
(EXPLAIN): Restriping the former right turn lane into the old hospital entrance. This will keep vehicle traffic from drifting into the former turn lane.		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>Rogers Street</u>		LINEAL FT OF BORE*: _____	
1ST INTERSECTING STREET NAME: <u>Second Street</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: <u>First Street</u>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
START DATE: <u>8/10/2022</u> END DATE: <u>8/12/2022</u> # OF DAYS*: <u>3</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST INTERSECTING STREET NAME: _____		TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.	
2ND INTERSECTING STREET NAME: _____		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		PRINT NAME: <u>Chad Hammel</u>	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		SIGNATURE: <u>Chad Hammel</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		DATE: <u>7/26/2022</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM			
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			



Know what's below. Call before you dig.

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

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. IN5976909

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Renascent, Inc.
of Indianapolis, State of Indiana, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Indiana, as Surety, are held and firmly bound unto
City of Bloomington, Indiana, Obligee, in the penal
sum of Five Thousand Dollars (\$5,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Right of Way

Lane Closure by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 22nd day of
July, 2022, and ending on the 22nd day of July,
2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 22nd day of July, 2022

Renascent, Inc.

Linda Campbell

Countersigned (if required):

By: N/A

Merchants Bonding Company (Mutual)

By: Crysty D. Nurse
Crysty D. Nurse Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Crysty D Nurse

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

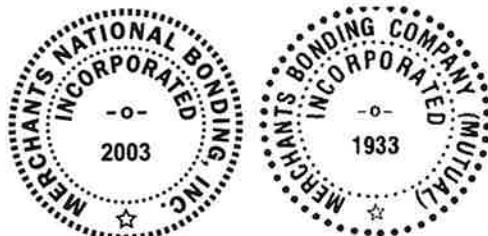
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

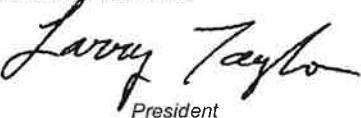
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of July, 2022.



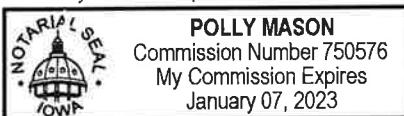
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

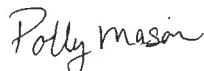
By 
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this 22nd day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





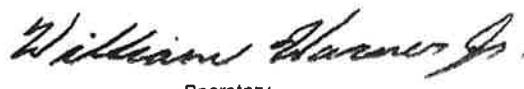
Notary Public

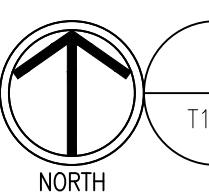
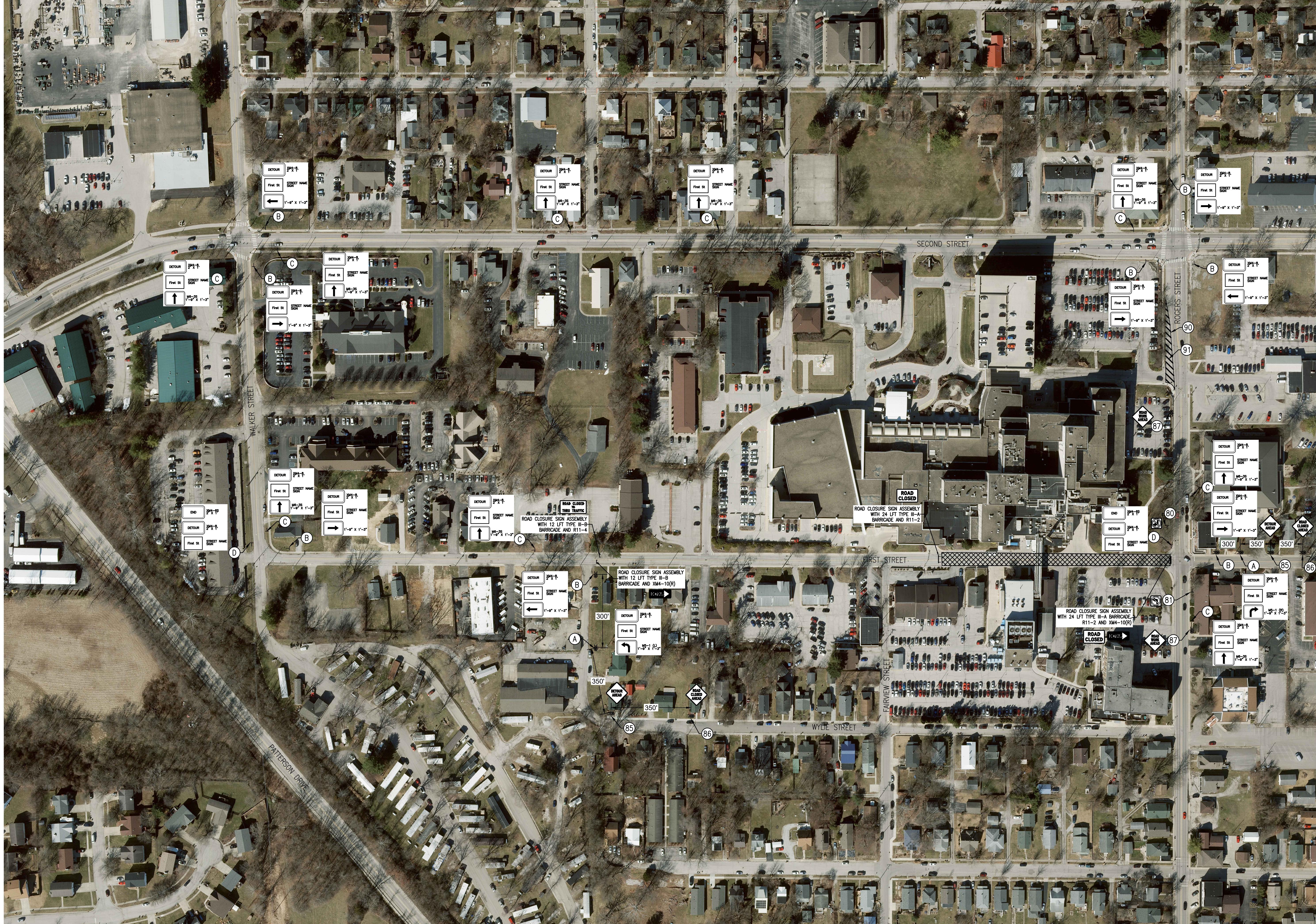
(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of July, 2022.




Secretary

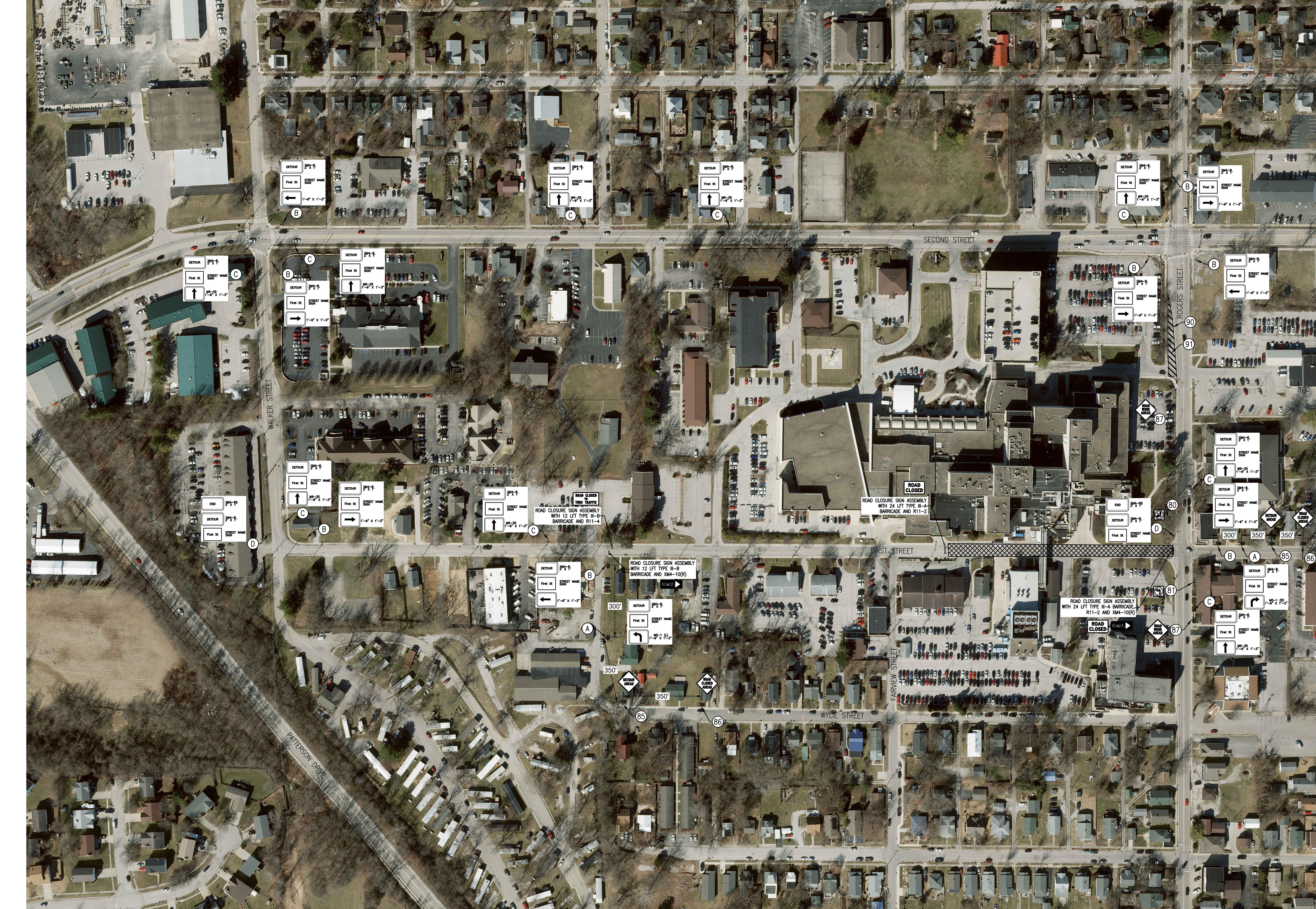


MAINTENANCE OF TRAFFIC - DETOUR MAP

SCALE - 1/8" = 1'

SCALE IN FEET

60 0 30 60 120



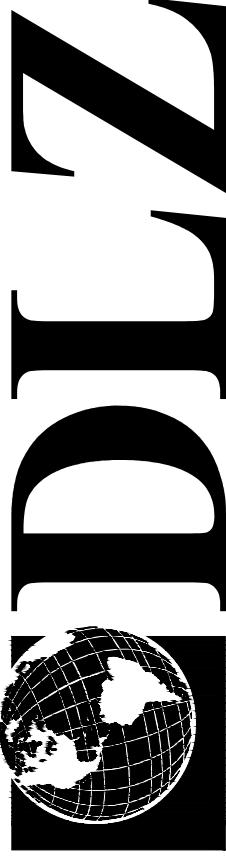
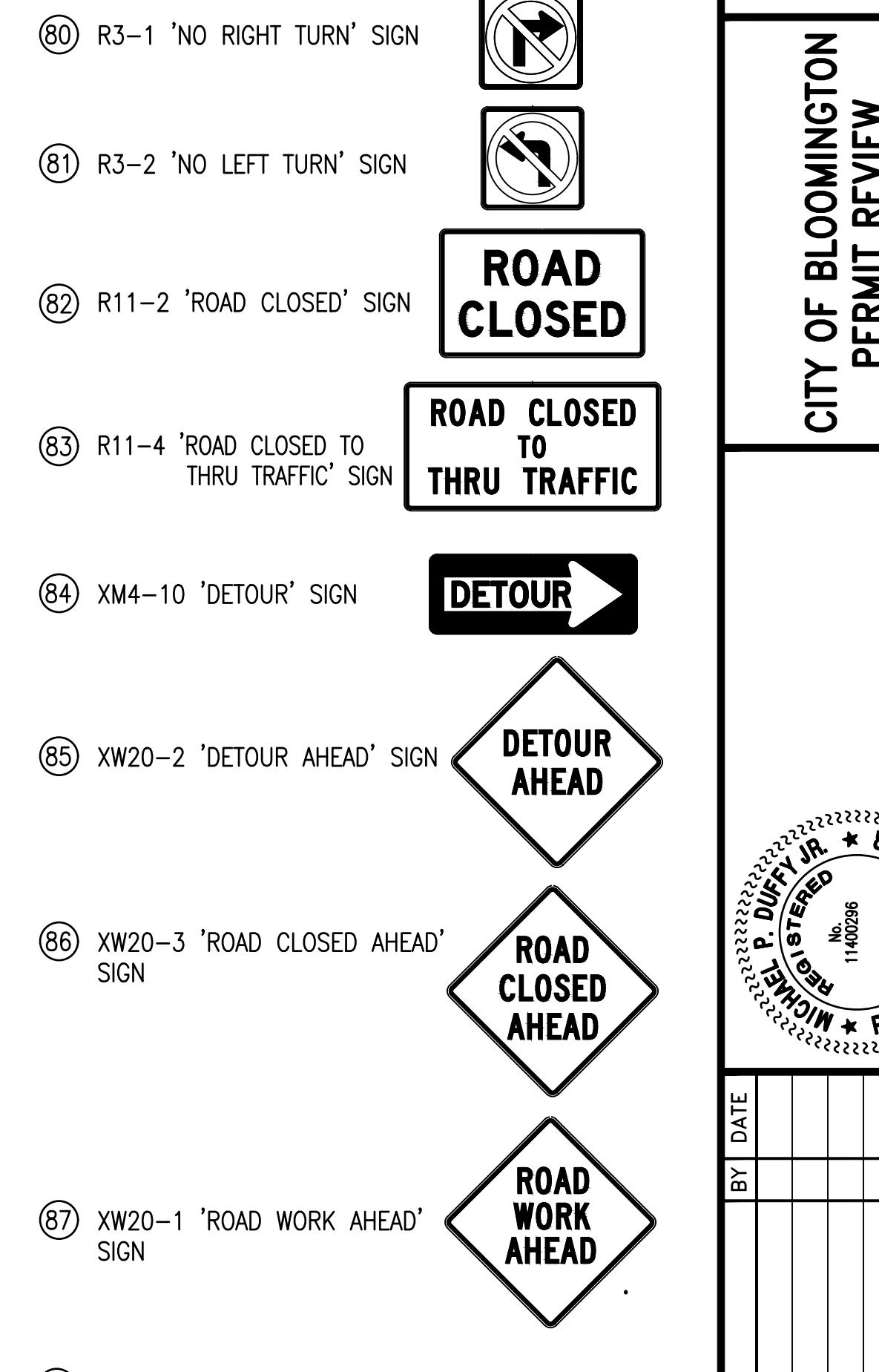
SIGN LEGEND		
SIGN	DESCRIPTION	SIZE (in x in)
R3-1	"NO RIGHT TURN" SIGN	24 x 24
R3-2	"NO LEFT TURN" SIGN	24 x 24
R11-2	"ROAD CLOSED" SIGN	48 x 30
R11-4	"ROAD CLOSED TO THRU TRAFFIC" SIGN	60 x 30
XM4-10(R)	"DETOUR" SIGN	48 x 18
XW20-1	"ROAD WORK AHEAD" SIGN	36 x 36
XW20-2	"DETOUR AHEAD" SIGN	36 x 36
XW20-3	"ROAD CLOSED AHEAD" SIGN	36 x 36

CONSTRUCTION SIGN SCHEDULE	
ITEM	TOTALS
TYPE 'A' SIGN	
R11-2	2 EACH
R11-4	1 EACH
XW20-1	2 EACH
XW20-2	2 EACH
XW20-3	2 EACH
TOTAL TYPE 'A' SIGN	9 EACH
TYPE 'B' SIGN	
R3-1	1 EACH
R3-2	1 EACH
XM4-10(R)	2 EACH
TOTAL TYPE 'B' SIGN	4 EACH
DETOUR ROUTE MARKER ASSEMBLY	19 EACH
ROAD CLOSURE SIGN ASSEMBLY	4 EACH
TYPE III-A BARRICADE	48 LFT
TYPE III-B BARRICADE	24 LFT

NOTES

- ALL SIGNS, BARRICADES, AND PAVEMENT MARKINGS SHALL CONFORM TO THE INDIANA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, 2011 AND ANY CURRENT SUPPLEMENTS THERETO.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL COMMERCIAL AND PRIVATE PROPERTIES DURING CONSTRUCTION.
- TO BE COORDINATED WITH NEIGHBORHOOD, IUEMS, BLOOMINGTON TRANSIT, MCCSC.
- 1ST STREET AND 2ND STREET CLOSURES CANNOT HAPPEN CONCURRENTLY.
- 1ST STREET CONSTRUCTION TO OCCUR DURING STANDARD HOURS.

LEGEND



CITY OF BLOOMINGTON
PERMIT REVIEW
SUBMITTAL PACKAGE



STATE OF
INDIANA
PROFESSIONAL
ENGINEERING
OFFICE
BLOOMINGTON, INDIANA

NO. 1000266
6/14/2022

REV. 1

BY DATE

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Board of Public Works Staff Report

Project/Event:	Request from Renascent, Inc. for street closures on N Dunn St and N Grant St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Sean Floyd
Date:	August 2 nd , 2022

Report: Renascent, Inc. has been contracted by Indiana University to demolish the Poplars Building located at 400 E 7th St. This request was approved at the July 19, 2022 Board of Public Works meeting. Since that time, Renascent has reviewed, and now changed, their demolition strategy. They reviewed the safety of the operations, tree protections, and protecting a shallow utility tunnel in the alley to the south. Renascent is now requesting 24 hour a day closures during each phase instead of opening the streets overnight. They will also be operating from within the right of way and using protective matting to protect the asphalt from the equipment.

The biggest change is they will now be keeping the street closed overnight. The full street closure on N Dunn St from E 7th St to the east/west alley to the south is requested from August 3 to August 13, 2022. They will also close the sidewalk along the east side of N Grant St.

Renascent is also requesting a full street closure on N Grant St from E 7th St to the east/west alley to the south. They are also requesting to close the sidewalk along the west side of N Dunn St adjacent to their site. This closure is requested from August 29 to September 9, 2022 and will also include overnight closures.

Renascent is requesting the full closure of the east/west alley to the south of the site from August 3 to September 9, 2022.

All of these closures are requested to ensure public safety while the demolition activities are taking place. Each closure will be enclosed with 6' tall fencing.

Staff has reviewed their maintenance of traffic plans. There have been coordination meetings with representatives from IU, Renascent, and the City to ensure the project is completed successfully.



RENASCENT
Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225
Toll-Free 844.321.DEMO (3366)
Office 317.783.1500 : Fax 317.783.4860
info@renascentinc.com : renascentinc.com

7/28/2022

It was the intent of Renascent Inc. to begin the high reach demolition of the IU Poplars project on Monday August 1st. This portion of the project was to include a road closure as a safety measure for the residents of Bloomington. Our original intent was to not have any equipment in the ROW. We would open the roadway to vehicular traffic outside of normal working hours. Safety is our paramount concern during the demolition process.

On Monday July 25th, Steve Jarvis, Corporate Safety Director and Jonah Campbell, Director of Field Operations, reviewed the site logistics for a final time prior to the high reach demolition operations. Taking into consideration public safety, existing tree protection and the protection of the shallow utility tunnel located in the alley between IU Poplars and the IU Poplars Parking Garage, they have decided it necessary to change our demolition strategy.

Our current plan requires us to place and operate heavy equipment in the ROW as well to lay down protective matting to protect the road surface. These matts would not be feasible to remove at the conclusion of each day. We are seeking an amendment to our previous approval to leave the road closures up at the conclusion of each day. The requested dates of our ROW permit does not change. We are also seeking confirmation and clarification that the intent is for the alley between the IU Poplars Building and IU Poplars garage will be closed during both road closures as well as the time between the road closure permits. The building will not be structurally sound during this time and access down the alley would be at great risk.

Thank you,


Sean Floyd

Project Manager

Letter to Community



RENASCENT
Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225
Toll-Free 844.321.DEMO (3366)
Office 317.783.1500 : Fax 317.783.4860
info@renascentinc.com : renascentinc.com

7/28/2022

Renascence has begun the task of dismantling the IU Poplars Building and turning it into a green space.

With all progress there is unfortunately a certain amount of disturbance and inconvenience to those surrounding. I want to start by apologizing for any inconvenience that we may crate and want to assure you that we will make every effort to minimize the disruption. You have a beautiful neighborhood that we want to assist in improving even further by the removal of the IU Poplars Building.

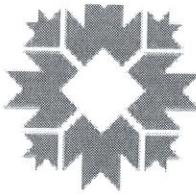
To provide a safety buffer to the public, we have asked for and received a road closure permit for Grant Street from E 7th Street to the alley between IU Poplars and the Poplars Parking garage starting on 8/1/2022 to 8/13/2022. This includes the alley between the 2 structures. We have additionally received a road closure permit for Dunn Street starting on 8/29/2022 to 9/9/2022. The original intent was for the road to be reopened at the conclusion of each day. As a safety precaution, we are asking the City of Bloomington to amend our permits to keep the road closed after work hours. This will be discussed at the Board of Public Works meeting on Tuesday August 2nd at 5:30pm in the City Hall Chambers.

I would like to again express my apologies for any disruption and inconveniences that this request may cause.

Thank you,

Sean Floyd

Project Manager



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY:

P.O. Box 100
Bloomington, IN 47402

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

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Sean Floyd
E-MAIL: Sfloyd@Renaissanceinc.com
COMPANY: Renaissance Inc
ADDRESS: 935 West Troy
CITY, STATE, ZIP: Indianapolis, IN 46225
24-HR EMERGENCY CONTACT NAME: Sean Floyd
24-HR CONTACT PHONE #: 317-354-5232
INSURANCE #: 18648483 COMPANY: Lockton
BOND#: IN 5963485 COMPANY: Merchants

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

SUBCONTRACTOR INFORMATION

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)

COMPANY NAME: Renaissance

B. WORK DESCRIPTION:

POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE*
(EXPLAIN): Safety Zone

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

C. RIGHT OF WAY TO BE USED/CLOSED:

STREET NAME 1: Dunn Street

1ST INTERSECTING STREET NAME: 7th

2ND INTERSECTING STREET NAME: 6th

ROAD CLOSURE LANE CLOSURE 1 2 3

SIDEWALK* BIKE LANE OTHER

TRANSIT STOP? Y N PARKING LANE(S)** Y N **NON-METERED

START DATE: 8/3/2022 END DATE: 8/13 # OF DAYS: 11

*Alley Between Poplar Building & Garage 8/3 to 9/9

STREET NAME 2: Grant Street

1ST INTERSECTING STREET NAME: 7th

2ND INTERSECTING STREET NAME: 6th

ROAD CLOSURE LANE CLOSURE 1 2 3

SIDEWALK* BIKE LANE OTHER

TRANSIT STOP? Y N PARKING LANE(S)** Y N **NON-METERED

START DATE: 8/29/22 END DATE: 9/9/22 # OF DAYS: 13

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM

STANDARD CLOSURE HOURS *NON-STANDARD CLOSURE HOURS

REQUESTED CLOSURE HOURS: _____ AM - _____ PM

*non-standard hours may not be allowed near schools, on arterials, or other
circumstances and are subject to approval during the permitting process

BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance
(7AM to 9PM for pneumatic hammers)

D. TRAFFIC CONTROL DEVICES*:

CONES ARROWBOARD
 LIGHTED BARRELS TYPE 3 BARRICADES
 FLAGGERS BPD OFFICER

*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

E. METERED PARKING SPACES NEEDED: N

IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
APPLICATION LOCATED: <https://bloomington.in.gov/transportation/parking/moving> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436

F. IS THIS A CBU* COUNTY* IU* NP* PROJECT?

PROJECT NAME: IU Poplars

PROJECT #: BL008 #20210291

PROJECT MGR.: David Riffle

PROJECT MGR. #: 812-325-5560

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

G. EXCAVATIONS:

SQ FT OF PAVEMENT* EXCAVATIONS: 0

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

SQ FT OF NON-PAVEMENT* EXCAVATIONS: 0

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*:

*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS: 0

OF POLE INSTALLATIONS/REMOVAL: 0

SQ FT OF SIDEWALK RECONSTRUCTION*: 0

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

SQ FT OF SIDEWALK NEW CONSTRUCTION*: 0

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

#RESIDENTIAL DRIVEWAY INSTALLATION: 0



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

H. INDEMNIFICATION AGREEMENT:

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

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

PRINT NAME: Sean Floyd

SIGNATURE: Sean Floyd

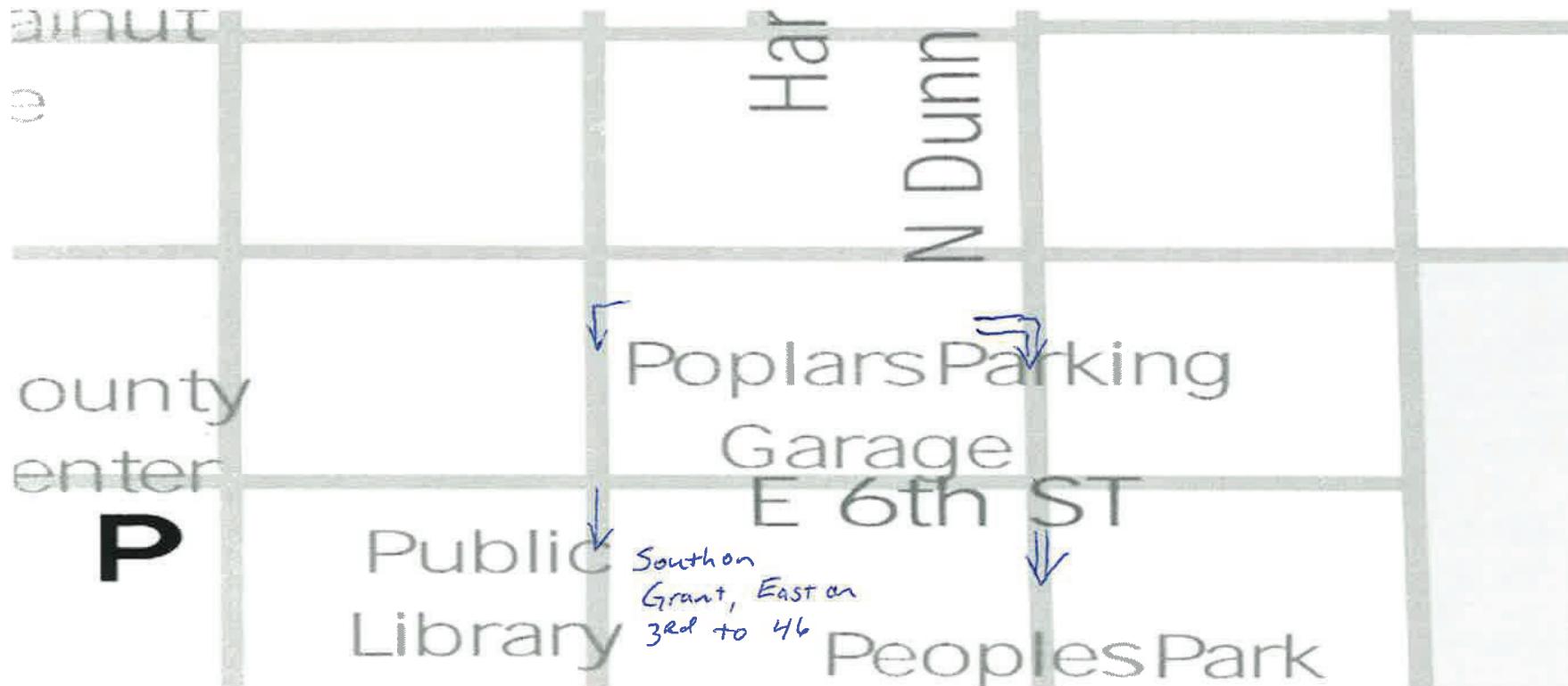
DATE: 8/1/2022

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

Renaissance Truck Routes During Closures



A: "Sidewalk Closed Please Use Other Side"

B: IIIB Barricade with Road Closed Sign

C: OSHA Trained Flagger

D: "No Right Turn"

E: "No Left Turn"

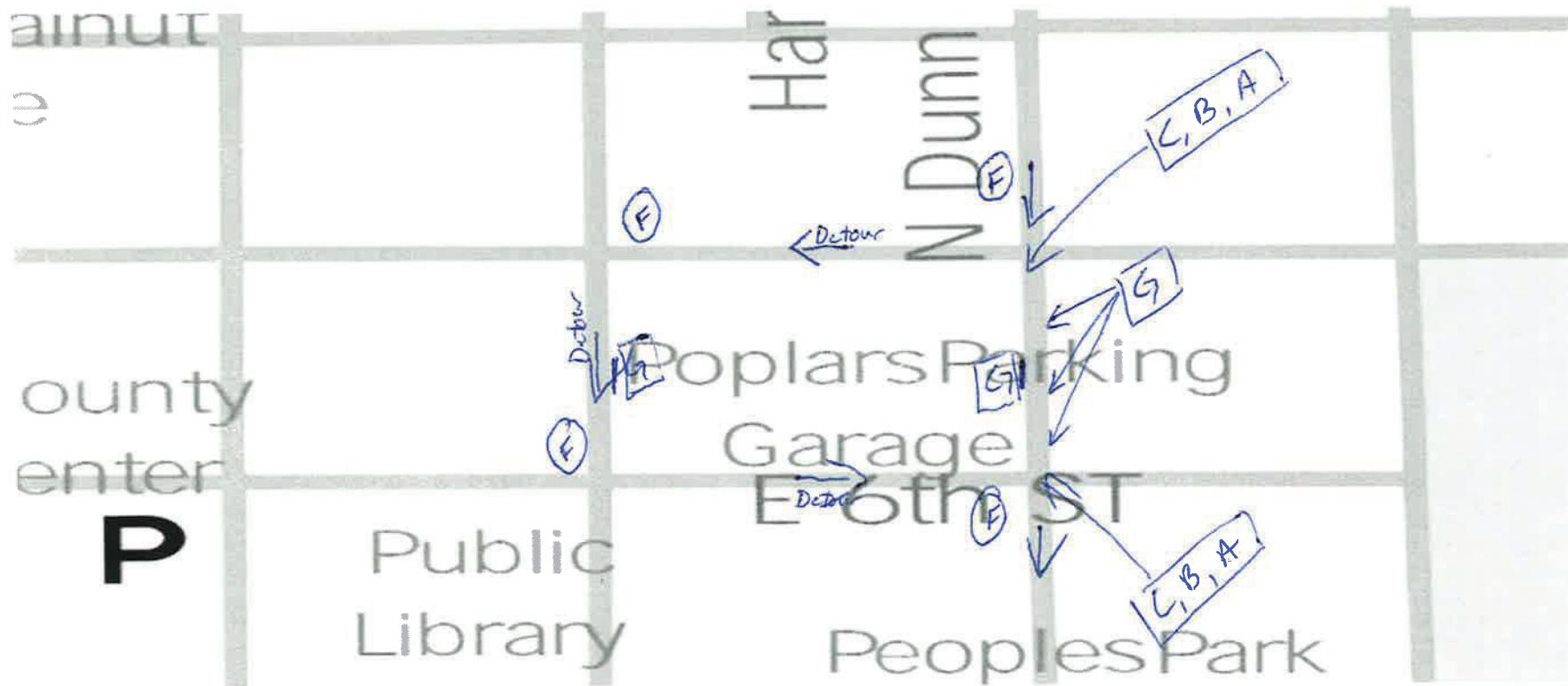
F: "Dunn Street Detour" Arrow Sign

G: Six Foot Fence Panels

→ Grant Street Closure 8/1 to 8/13
Truck Route

⇒ Dunn Street Closure 8/29 to 9/9

North Dunn Street Closure (Daytime Only) and alley between IU Poplars and IU Poplars Garage. Southbound Dunn Street will detour via Grant Street. Sidewalk on the ~~West~~^{East} Side of Dunn Street will be closed with "Sidewalk Closed Use Other Side"



A: "Sidewalk Closed Please Use Other Side"

B: IIIB Barricade with Road Closed Sign

C: OSHA Trained Flagger

D: "No Right Turn"

E: "No Left Turn"

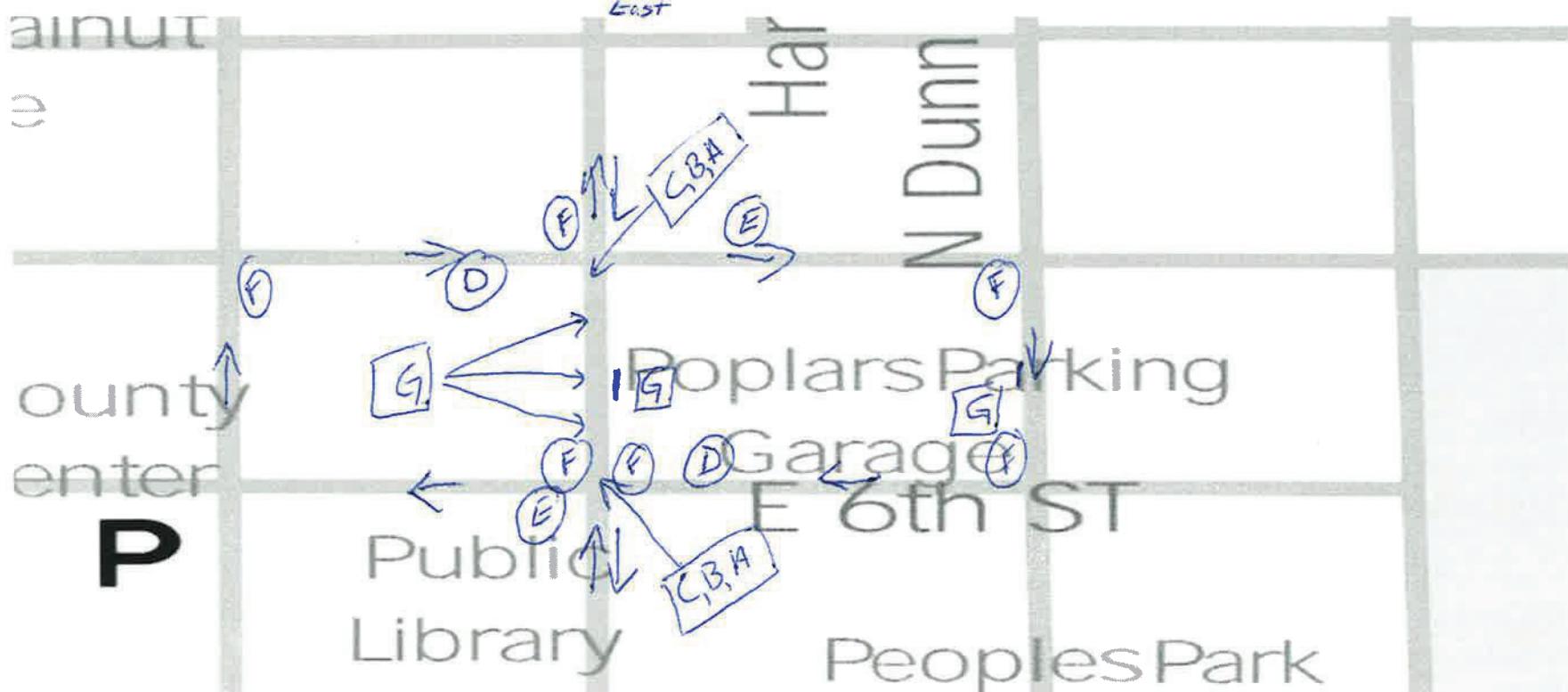
F: "Dunn Street Detour" Arrow Sign

G: Six Foot Fence Panels

Dunn Street Closure

8/29 to 9/9

North Grant Street Closure (Daytime only), alley between IU Poplars Building and IU Poplars Garage. Northbound Grant Detour will utilize Lincoln and Southbound Grant Street Via Dunn Street. Sidewalk on ~~West~~ Side of Grant Closed with "Sidewalk Closed Sign Use Other Side"



A: "Sidewalk Closed Please Use Other Side"

B: IIIB Barricade with Road Closed Sign

C: OSHA Trained Flagger

D: “No Right Turn”

E: “No Left Turn”

F: "Grant Street" □

Grouped Games Panels

Grant Street
Closure
8/1 to 8/13



Board of Public Works Staff Report

Project/Event: Contract with PEI Maintenance & Contracting for Fuel Tank Inspection and Service

Petitioner/Representative: Fleet Maintenance

Staff Representative: Jason Speer

Meeting Date: August 2, 2022

PEI will establish baseline configurations, perform monthly inspection of tanks which is required by IDEM and annual inspection for each tank.

City of Bloomington Contract and Purchase Justification Form

Vendor: PEI Maintenance & Contracting

Contract Amount: \$7290.00

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 type="checkbox"/> Request for Quote (RFQ)	<input checked="" 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:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
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 type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>	

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

Jason Speer

Fleet Maintenance Director

Public Works/ Fleet Maintenanc

Print/Type Name

Print/Type Title

Department

**PROJECT NAME: Services Regarding Underground Storage Tank at Fuel Sites –
Adams Street and Henderson Street**

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington of Public Works Department ("the Department"), and PEI Maintenance & Contracting (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to retain Consultant's services **for establishment of baseline configurations, monthly inspection of tanks which is required by IDEM, and annual inspection for each tank; and,**

WHEREAS, the Department requires the services of a professional consultant in order to provide such services; and

WHEREAS, Consultant is willing and able to provide such services to the Department;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services.

Jason Speer, Manager of the Fleet Maintenance Division of the Public Works Department, shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, Speer shall not unreasonably withhold his approval as to the adequacy of such performance.

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

A. Information/Reports

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

B. Representative

The Department hereby designates Jason Speer, Manager of the Fleet Services Division of the Department of Public Works, ("Speer") to serve as the Department's representative for the project. Speer shall have the authority to transmit instructions, receive information, interpret and define the Department's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Department shall pay Consultant for all fees and expenses in the first year under this Agreement an amount not to exceed **Seven Thousand, Two Hundred Ninety Dollars (\$7,290.00)**. If this Agreement is renewed for calendar year 2023, the total compensation including fees and expenses under this Agreement shall not exceed the amount of **Five Thousand, Seven Hundred Ninety Dollars (\$5,790.00)**.

The amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's progress statements for each phase and shall be invoiced for the work completed only.

Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to**

publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services 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 as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule contained in Consultant's proposal for this Agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the Consultant. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside

professional sub-Consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 12. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board of Public Works, 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 bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Automobile Liability Insurance, with a minimum combined single limit of \$100,000 for each person and \$1,000,000 for each accident.
- b. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the

policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

Article 14. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Consultant.

Article 19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 20. 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 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 21. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Department:

City of Bloomington
Department of Public Works
Attn: Jason Speer
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Rod Armes
PEI Maintenance & Contracting
7630 N. Fox Hollow Road
Bloomington, IN 47408

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

Article 23. Intent to be Bound: The Department and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the

Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 25. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission.

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

Article 26. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

Article 27. Warranty: Consultant warrants all workmanship for a period of twelve (12) months following completion. A copy of Consultant's Warranty Information is attached hereto as Exhibit G and incorporated herein by reference as though fully set forth.

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

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

Owner

City of Bloomington
Board of Public Works

Consultant

PEI Maintenance & Contracting

By: _____

Kyla Cox Deckard, President

By: _____

Rod Armes,
President

Attest: _____

Adam Wason
Director, Department of Public Works

By: _____

John Hamilton
Mayor

EXHIBIT A

SCOPE OF SERVICES

Consultant's Proposed Scope of Services

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of **Seven Thousand, Two Hundred Ninety Dollars (\$7,290.00)**, for the first year of this Agreement.

Upon the Parties' agreement, total compensation paid for a second year of this Agreement shall not exceed the amount of **Five Thousand, Seven Hundred Ninety Dollars (\$5,790.00)**.

EXHIBIT C

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public Signature

Notary Public Printed Name

My Commission Expires: _____
County of Residence: _____
Commission #: _____

EXHIBIT D

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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_____.
[Signature]

My Commission Expires:

Notary Public Signature

Resident of _____ County _____

Printed Name



Board of Public Works

Claim Register

Invoice Date Range 07/23/22 - 08/05/22

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Linette Horn	01 - Refund over charge on adoption fee - 7/16/2022	08/05/2022		25.00
John Loesch	01 - Refund Adoption fee feline - 7/19/2022	08/05/2022		40.00
Account 43430 - Animal Adoption Fees Totals			Invoice 2 Transactions	\$65.00
Account 43460 - Medical				
John Loesch	01 - Refund Adoption fee feline - 7/19/2022	08/05/2022		15.00
Account 43460 - Medical Totals			Invoice 1 Transactions	\$15.00
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01 - Mop heads (4)	08/05/2022		37.34
4586 - Hill's Pet Nutrition Sales, INC	01 - Dog, puppy, & Cat food	08/05/2022		304.85
4574 - John Deere Financial (Rural King)	01 - Paper Plates & Litter-50 40lb bags-6/27/22	08/05/2022		279.40
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-7/12/22	08/05/2022		259.50
4633 - Midwest Veterinary Supply, INC	01 - Liver Support	08/05/2022		21.24
4633 - Midwest Veterinary Supply, INC	01 - Waste Station	08/05/2022		316.61
4633 - Midwest Veterinary Supply, INC	01 - Syringes, pain meds, anti parasitic	08/05/2022		1,065.69
4707 - Vortech Pharmaceuticals	01-Fatel Plus	08/05/2022		411.71



Board of Public Works Claim Register

Invoice Date Range 07/23/22 - 08/05/22

4666 - Zoetis, INC	01-Antibiotics & Vaccines	08/05/2022	1,755.18
4666 - Zoetis, INC	01-Antibiotics-Clavamox	08/05/2022	392.48
	Account 52210 - Institutional Supplies Totals	Invoice 10 Transactions	<hr/> \$4,844.00
Account 52430 - Uniforms and Tools			
4447 - Municipal Emergency Services, INC	01-Uniform Scrub	08/05/2022	22.58
	Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	<hr/> \$22.58
Account 53510 - Electrical Services			
223 - Duke Energy	02-Facilities Summary Billing Electric bill-5/10-7/1/22	BC 2010-23	07/28/2022
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<hr/> \$3,971.36
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2022 management fee	07/25/2022	484.62
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$484.62
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	01-Repair of AC in Dog Kennel-3/31/22	BC 2021-111	08/05/2022
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	<hr/> \$1,232.64
Account 53620 - Motor Repairs			
594 - Curry Auto Center, INC	01-Vehicle Repair for Chevrolet Silverado 150-remainder	08/05/2022	570.68
	Account 53620 - Motor Repairs Totals	Invoice 1 Transactions	<hr/> \$570.68
Account 53990 - Other Services and Charges			
4045 - Datamars, INC	01 - microchip registration	08/05/2022	9.99
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$9.99
	Program 010000 - Main Totals	Invoice 19 Transactions	<hr/> \$11,215.87
Program 010001 - Donations Over \$5K			



Board of Public Works Claim Register

Invoice Date Range 07/23/22 - 08/05/22

Account 52210 - Institutional Supplies

4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Food for felines	08/05/2022	145.40
5819 - Synchrony Bank	01-DNA Test	08/05/2022	99.00
Account 52210 - Institutional Supplies Totals		Invoice 2 Transactions	\$244.40

Account 53130 - Medical

6529 - BloomingPaws, LLC	01 - Emergency visit and x-rays	08/05/2022	151.81
6529 - BloomingPaws, LLC	01 - Emergency visit and x-rays	08/05/2022	207.81
6529 - BloomingPaws, LLC	01 - Vet Visits, diagnostics	08/05/2022	499.20
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter surgeries-7/12/22	08/05/2022	608.30
Account 53130 - Medical Totals		Invoice 4 Transactions	\$1,467.12
Program 010001 - Donations Over \$5K Totals		Invoice 6 Transactions	\$1,711.52
Department 01 - Animal Shelter Totals		Invoice 25 Transactions	\$12,927.39

Department 02 - Public Works

Program 020000 - Main

Account 52110 - Office Supplies

3892 - Midwest Color Printing, INC	02-Business Cards for Adam Wason	08/05/2022	61.94
5819 - Synchrony Bank	02-USB Reciever for Wireless Keyboard & Mouse	08/05/2022	16.92
Account 52110 - Office Supplies Totals		Invoice 2 Transactions	\$78.86

Account 52420 - Other Supplies

3404 - J.R. Watkins & Family, INC (Signs Now)	02-Nameplate for New BPW Member-Jennifer Lloyd	08/05/2022	53.00
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$53.00

Account 53170 - Mgt. Fee, Consultants, and Workshops

7455 - TriTech Software Systems	02-GIS implementation -Lucity software-6/26-6/30 & 7/1-7/2/22	BC 2021-99	08/05/2022	1,800.00
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Claim Register

Invoice Date Range 07/23/22 - 08/05/22

Account 53410 - Liability / Casualty Premiums

8189 - Paragon Asset Recovery Services, LLC (Sedgwick)

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	\$1,800.00
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8189 - Paragon Asset Recovery Services, LLC (Sedgwick)

02- Public Officials Liability - Kyle Reynolds - mural case	08/05/2022	7,814.50
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Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 52420 - Other Supplies

5819 - Synchrony Bank

04-Logitech HD Pro Webcam C920	08/05/2022	61.95
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Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$61.95
Program 040000 - Main Totals	Invoice 1 Transactions	\$61.95

Program 04RCVR - Recover Foward

Account 53960 - Grants

421 - Centerstone Of Indiana, INC

19 - June 2022 Employment costs for Brighten B-town	BC 2021-148	08/05/2022	13,831.77
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Account 53960 - Grants Totals	Invoice 1 Transactions	\$13,831.77
Program 04RCVR - Recover Foward Totals	Invoice 1 Transactions	\$13,831.77

Program 04WALD - Waldron Arts Center

Account 53510 - Electrical Services

223 - Duke Energy

04-Waldron-120 S. Walnut-elec chgs 6/2-6/30/22	07/28/2022	1,790.76
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Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$1,790.76
Program 04WALD - Waldron Arts Center Totals	Invoice 1 Transactions	\$1,790.76



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Department 04 - Economic & Sustainable Dev Totals	Invoice 3 Transactions	\$15,684.48
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Department 05 - Common Council

Program 050000 - Main

Account 52110 - Office Supplies

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	05- Name Plates	08/05/2022	91.67
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$91.67

Account 53960 - Grants

1138 - BCT Management, INC	05 - BCT Programming support - Q3 2022	08/05/2022	13,750.00
	Account 53960 - Grants Totals	Invoice 1 Transactions	\$13,750.00
	Program 050000 - Main Totals	Invoice 2 Transactions	\$13,841.67
	Department 05 - Common Council Totals	Invoice 2 Transactions	\$13,841.67

Department 06 - Controller's Office

Program 060000 - Main

Account 53990 - Other Services and Charges

391 - O. W. Krohn & Associates, LLP	06-general accounting & support services billing through 6/30/22	08/05/2022	31,000.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$31,000.00
	Program 060000 - Main Totals	Invoice 1 Transactions	\$31,000.00
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	\$31,000.00

Department 07 - Engineering

Program 070000 - Main

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings	07-Legal Ad (N. Dunn Sidewalk & Smith Rd Resurface)	08/05/2022	331.80
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$331.80



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Invoice Date Range 07/23/22 - 08/05/22

Account 53990 - Other Services and Charges

51463 - DLT Solutions, LLC	07-AutoCAD, Arch, Eng & Const. Software (Cibor)	08/05/2022	3,922.65
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$3,922.65

Account 54110 - Land Purchase

8026 - Neidigh, Larry	07 - ROW B-Line Trail Multi-Use Path, Parcel 10	08/05/2022	10,000.00
	Account 54110 - Land Purchase Totals	Invoice 1 Transactions	\$10,000.00

Account 54310 - Improvements Other Than Building

6811 - Beam, Longest & Neff, LLC	07-Phase IIB - Pedestrian Bridge Inspections-5/30-6/26/22	BC 2021-147	08/05/2022	284.14
6811 - Beam, Longest & Neff, LLC	07-Pedestrian Bridge & Culvert Inspections, PE-4/25-5/29/22	BC 2021-147	08/05/2022	844.85
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps-PH #3 (PE)-Inv date 7/8/22	BC 2021-25	08/05/2022	2,133.55
	Account 54310 - Improvements Other Than Building Totals	Invoice 3 Transactions		\$3,262.54
	Program 070000 - Main Totals	Invoice 6 Transactions		\$17,516.99
	Department 07 - Engineering Totals	Invoice 6 Transactions		\$17,516.99

Department 10 - Legal

Program 100000 - Main

Account 53120 - Special Legal Services

7107 - Jawn J Bauer (Bauer & Densford)	10 -legal services Jones case-June 2022	08/05/2022	425.00
19660 - Bose McKinney & Evans, LLP	10-legal services Federally Funded Projects-7/7/22	08/05/2022	3,000.00
19660 - Bose McKinney & Evans, LLP	10-legal services annexation remonstrances June 2022	08/05/2022	4,330.00
608 - Krieg Devault, LLP	10-legal services gov. affairs June 2022	08/05/2022	2,500.00
	Account 53120 - Special Legal Services Totals	Invoice 4 Transactions	\$10,255.00
	Program 100000 - Main Totals	Invoice 4 Transactions	\$10,255.00

Program 101000 - Human Rights



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Account 53910 - Dues and Subscriptions

204 - State Of Indiana	10-Annual State Attorney Fees-McKinney (10339-53)-3 months	08/05/2022	45.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$45.00
	Program 101000 - Human Rights Totals	Invoice 1 Transactions	\$45.00
	Department 10 - Legal Totals	Invoice 5 Transactions	\$10,300.00

Department 11 - Mayor's Office

Program 110000 - Main

Account 53960 - Grants

55092 - WonderLab Museum of Science, Health & Technology	11 - Wonderlab Sponsorship-Science: It's Elementary-9/16/22	08/05/2022	720.00
	Account 53960 - Grants Totals	Invoice 1 Transactions	\$720.00

Account 53990 - Other Services and Charges

53442 - Paragon Micro, INC	11 - Digital Platform storage Innovation	08/05/2022	9.16
5819 - Synchrony Bank	11 -Certificate Holders for Proclamations	08/05/2022	22.45
5819 - Synchrony Bank	11 -Laptop stand vertical- space saving	08/05/2022	14.99
	Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$46.60
	Program 110000 - Main Totals	Invoice 4 Transactions	\$766.60
	Department 11 - Mayor's Office Totals	Invoice 4 Transactions	\$766.60

Department 12 - Human Resources

Program 120000 - Main

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings	12-HT Job Ads -June 2022	08/05/2022	362.59
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$362.59
	Program 120000 - Main Totals	Invoice 1 Transactions	\$362.59



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Invoice Date Range 07/23/22 - 08/05/22

Department 12 - Human Resources Totals	Invoice 1 Transactions	\$362.59
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Department 13 - Planning

Program 130000 - Main

Account 53910 - Dues and Subscriptions

4442 - American Planning Association	13 - APA Membership (Amir Farshchi) & Indiana Chapter	08/05/2022	298.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$298.00
	Program 130000 - Main Totals	Invoice 1 Transactions	\$298.00

Program 132000 - MPO

Account 53990 - Other Services and Charges

50910 - Caliper Corporation	13-Support TransCAD Standard - 1 Year 8/31/22-8/31/23	08/05/2022	1,500.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$1,500.00
	Program 132000 - MPO Totals	Invoice 1 Transactions	\$1,500.00
	Department 13 - Planning Totals	Invoice 2 Transactions	\$1,798.00

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC	19- Roller set, filler & sealer	08/05/2022	35.96
409 - Black Lumber Co. INC	19- Pine Pro & treated AG Bold deck bd @ PW Facilities	08/05/2022	62.16
409 - Black Lumber Co. INC	19- Lumber, gravel, bucket @ PW Facilities	08/05/2022	575.03
409 - Black Lumber Co. INC	19- Fence material-treated boards, lattice	08/05/2022	819.70
177 - Indiana Oxygen Company, INC	19- Oxygen Rental-6/30/22	08/05/2022	40.20
4574 - John Deere Financial (Rural King)	19-Battery & Core charge, Delta Alum trlr box for Facilities	08/05/2022	132.00
4574 - John Deere Financial (Rural King)	19-Soap & sponges for PW Facilities	08/05/2022	21.96



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Claim Register

Invoice Date Range 07/23/22 - 08/05/22

4574 - John Deere Financial (Rural King)	19-Weedeater for PW Facilities	08/05/2022	219.99
394 - Kleindorfer Hardware & Variety	19-Lawn sprayer for Facilities	08/05/2022	36.49
394 - Kleindorfer Hardware & Variety	19-Epoxy for Facilities	08/05/2022	4.79
394 - Kleindorfer Hardware & Variety	19-bits, blade driver, Philips drivers, extension, socket	08/05/2022	65.04
394 - Kleindorfer Hardware & Variety	19-spray paint, paint brushes, safety glasses for Facilities	08/05/2022	120.14
394 - Kleindorfer Hardware & Variety	19-Keys, knife blade for Facilities	08/05/2022	6.99
5819 - Synchrony Bank	19- Poison Ivy Contact Cleanse Wipes	08/05/2022	29.95
4574 - John Deere Financial (Rural King)	02 - Weed Killer	08/05/2022	14.98

Account **52310 - Building Materials and Supplies** Totals Invoice 15
Transactions **\$2,185.38**

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC	19- Magnetic Name Plate for Employee	08/05/2022	40.78
5819 - Synchrony Bank	19 - 52" Ceiling Fan	08/05/2022	239.99
5819 - Synchrony Bank	19-Iphone Accessories-Facilities Director-airpods, adapter, case	08/05/2022	214.46

Account **52420 - Other Supplies** Totals Invoice 3
Transactions **\$495.23**

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-7/7/22	BC 2009-52	08/05/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-7/14/22	BC 2009-52	08/05/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-7/21/22	BC 2009-52	08/05/2022	30.84
798 - Winters Associates Promotional Products, INC	19-Safety Vests for Brighten B-Town		08/05/2022	445.97

Account **52430 - Uniforms and Tools** Totals Invoice 4
Transactions **\$538.49**

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19-City Hall-monthly Exterminator Service-7/14/22	BC 2021-108	08/05/2022	75.00
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Account **53140 - Exterminator Services** Totals Invoice 1
Transactions **\$75.00**



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Account 53510 - Electrical Services

223 - Duke Energy	02-Facilities Summary Billing Electric bill-5/10-7/1/22	BC 2010-23	07/28/2022	28,292.91
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$28,292.91

Account 53610 - Building Repairs

6378 - ANN-KRISS, LLC	19- Install New Counters @ Entry of ITS Suite - Flood Damage	08/05/2022	1,095.14	
321 - Harrell Fish, INC (HFI)	19-Quarterly Planned Maintenance @ City Hall July 2022	BC 2021-111	08/05/2022	2,027.00
321 - Harrell Fish, INC (HFI)	19-Replacement of 20 Gallon Water Heaters @ City Hall-6/22/22	BC 2021-111	08/05/2022	5,780.00
6688 - SSW Enterprises, LLC (Office Pride)	19-ACC-Cleaning Services-June 2022	BC 2021-126	08/05/2022	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19- City Hall-Cleaning Services-June 2022	BC 2021-126	08/05/2022	13,113.66
6688 - SSW Enterprises, LLC (Office Pride)	19- Fleet Maint-Cleaning Services- June 2022	BC 2021-126	08/05/2022	1,041.60
6688 - SSW Enterprises, LLC (Office Pride)	19-Street & Traffic-Cleaning Services-June 2022	BC 2021-126	08/05/2022	1,598.31
6688 - SSW Enterprises, LLC (Office Pride)	19-Sanitation- Cleaning Services-June 2022	BC 2021-126	08/05/2022	852.66
393 - Kone INC	26-Maintenance-Dispatch/Garages/Waldron/CH-July 2022	08/05/2022	789.00	
	Account 53610 - Building Repairs Totals	Invoice 9 Transactions	\$27,688.63	
	Program 190000 - Main Totals	Invoice 33 Transactions	\$59,275.64	
	Department 19 - Facilities Maintenance Totals	Invoice 33 Transactions	\$59,275.64	

Department 28 - ITS

Program 280000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

7389 - Info-tech Research Group INC	28 - Advisory bundle subscription 5/13/22-5/13/23	08/05/2022	24,215.29
5534 - Presidio Holdings, INC	28 - physical security presidio field Service-6/29/22	08/05/2022	560.00
5534 - Presidio Holdings, INC	28 - Ad Hoc Contract for Troubleshooting Network Issues-6/29/22	08/05/2022	1,520.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 3 Transactions	\$26,295.29



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Account 53210 - Telephone

1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2022-BAN #849494015	07/25/2022	106.25
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$106.25

Account 53230 - Travel

1227 - Laura Haley	28 -per diem-IGIC conference-Muncie, IN-5/23-5/25/22	08/05/2022	77.00
6112 - Max Stier	28-per diem/mileage-IGIC Conf-Muncie, IN-5/23-5/25/22	08/05/2022	215.06
	Account 53230 - Travel Totals	Invoice 2 Transactions	\$292.06

Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	28 - Copier maintenance MAIN bill-6/17-7/16/22	08/05/2022	1,450.94
3989 - Ricoh USA, INC	28-Copier maintenance-BPD/Fire/CBU-6/17-7/16/22	08/05/2022	117.98
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 2 Transactions	\$1,568.92

Account 54420 - Purchase of Equipment

5819 - Synchrony Bank	28-Three USB-C to HDMI 4K cables - ITS stock	08/05/2022	42.17
5819 - Synchrony Bank	28-Six USB-C to DP 6 foot cables - ITS stock	08/05/2022	63.54
5819 - Synchrony Bank	28-Dell backlit monitor - Council Chambers	08/05/2022	204.55
5819 - Synchrony Bank	28-Kinesis ergonomic split keyboard - S Tierney	08/05/2022	165.00
	Account 54420 - Purchase of Equipment Totals	Invoice 4 Transactions	\$475.26
	Program 280000 - Main Totals	Invoice 12 Transactions	\$28,737.78
	Department 28 - ITS Totals	Invoice 12 Transactions	\$28,737.78
	Fund 101 - General Fund (S0101) Totals	Invoice 100 Transactions	\$204,143.00

Fund 152 - Food & Beverage Tax(S9509)

Department 06 - Controller's Office

Program 060000 - Main



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Account 47030 - Principal Repayments

6678 - Bloomington Urban Enterprise Association	06-Reimburse BUEA for check erroneously deposited in COB acct.	08/05/2022	1,084.76
	Account 47030 - Principal Repayments Totals	Invoice 1	\$1,084.76
	Program 060000 - Main Totals	Transactions	
		Invoice 1	\$1,084.76
	Department 06 - Controller's Office Totals	Transactions	
		Invoice 1	\$1,084.76
	Fund 152 - Food & Beverage Tax(S9509) Totals	Transactions	
		Invoice 1	\$1,084.76
		Transactions	

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department 04 - Economic & Sustainable Dev

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 53970 - Mayor's Promotion of Business

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	15-Waldron-120 S. Walnut-gas bill 6/1-7/1/22	07/28/2022	51.28
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1	\$51.28
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions	
		Invoice 1	\$51.28
	Department 04 - Economic & Sustainable Dev Totals	Transactions	
		Invoice 1	\$51.28
		Transactions	

Department 20 - Street

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 53630 - Machinery and Equipment Repairs

19681 - Southeastern Equipment Co, INC	20-Millig Machine repair parts (Collars/teeth)	08/05/2022	4,057.09
	Account 53630 - Machinery and Equipment Repairs Totals	Invoice 1	\$4,057.09
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions	
		Invoice 1	\$4,057.09
	Department 20 - Street Totals	Transactions	
		Invoice 1	\$4,057.09
		Transactions	

Department 28 - ITS

Program G21005 - ARPA COVID Local Fiscal Recovery



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Account 53960 - Grants

5534 - Presidio Holdings, INC	28-Wifi in the Parks-3rd St Pk deployment-Client Kickoff5/24/22	08/05/2022	2,920.33
5534 - Presidio Holdings, INC	28-Wifi in the Parks-Peoples Park deployment-5/24/22	08/05/2022	2,008.06
Account 53960 - Grants Totals		Invoice 2 Transactions	\$4,928.39

Account 53990 - Other Services and Charges

394 - Kleindorfer Hardware & Variety	25 - Two hose clamps - 3rd Street Park - Parks Wifi	08/05/2022	2.40
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$2.40
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice 3 Transactions	\$4,930.79
Department 28 - ITS Totals		Invoice 3 Transactions	\$4,930.79
Fund 176 - ARPA Local Fiscal Recrvy (S9512) Totals		Invoice 5 Transactions	\$9,039.16

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 54450 - Equipment

53442 - Paragon Micro, INC	25 - CapR - Dell OptiPlex 5090 MT	08/05/2022	1,279.99
53442 - Paragon Micro, INC	28 - Dell Pro Slim briefcase & Dell Thunderbolt 4 dock	08/05/2022	368.98
Account 54450 - Equipment Totals		Invoice 2 Transactions	\$1,648.97
Program 254000 - Infrastructure Totals		Invoice 2 Transactions	\$1,648.97

Program 256000 - Services

Account 52420 - Other Supplies

1999 - CMS Communications, INC	25 - Ten replacement Nortel M5316 Centrex landline phones	08/05/2022	1,239.00
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$1,239.00

Account 53150 - Communications Contract



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4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-8/1-8/31/22-reissue	07/25/2022	203.40
4170 - Comcast Cable Communications, INC	25-internet-627 N Morton-7/17-8/16/22	07/25/2022	178.45
	Account 53150 - Communications Contract Totals	Invoice 2 Transactions	\$381.85
	Program 256000 - Services Totals	Invoice 3 Transactions	\$1,620.85
	Department 25 - Telecommunications Totals	Invoice 5 Transactions	\$3,269.82
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 5 Transactions	\$3,269.82

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

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy	02-Traffic Signal Summary electric bill-5/10-7/5/22	BC 2010-23	07/28/2022	4,627.13
223 - Duke Energy	02-Street Light Summary Electric bill-3/4-7/1/22	BC 2010-23	07/28/2022	37,237.94
	Account 53520 - Street Lights / Traffic Signals Totals	Invoice 2 Transactions		\$41,865.07
	Program 200000 - Main Totals	Invoice 2 Transactions		\$41,865.07
	Department 20 - Street Totals	Invoice 2 Transactions		\$41,865.07
	Fund 450 - Local Road and Street(S0706) Totals	Invoice 2 Transactions		\$41,865.07

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

Department **20 - Street**

Program **200000 - Main**

Account **52310 - Building Materials and Supplies**

413 - Bloomington Paint & Wallpaper Co	20-Plastic tray, Med base Moores Lt FL-Patio-Traffic	08/05/2022	66.87
	Account 52310 - Building Materials and Supplies Totals	Invoice 1 Transactions	\$66.87

Account **52420 - Other Supplies**



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293 - J&S Locksmith Shop, INC	20-Filter, spark plug, labor adj carb - chainsaw/tree crew	08/05/2022	67.69	
293 - J&S Locksmith Shop, INC	20-filter, spark plug, labor carb cleaned for chainsaw/tree crew	08/05/2022	69.69	
293 - J&S Locksmith Shop, INC	20-Air filter, spark plug, shop material for chainsaw/tree crew	08/05/2022	70.24	
293 - J&S Locksmith Shop, INC	20-14in-3/8 picco rm bar-stnd & 14in chainfor chainsaw/tree crew	08/05/2022	73.91	
293 - J&S Locksmith Shop, INC	20 - Trimmer Line	08/05/2022	89.99	
	Account 52420 - Other Supplies Totals	Invoice 5 Transactions	<hr/> \$371.52	
Account 53130 - Medical				
231 - IU Health OCC Health Services	20-DS DOT 5 Panel E Screen-J. VanDeenter-6/23/22	08/05/2022	50.00	
	Account 53130 - Medical Totals	Invoice 1 Transactions	<hr/> \$50.00	
Account 53210 - Telephone				
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2022-BAN #849494015	07/25/2022	7.19	
	Account 53210 - Telephone Totals	Invoice 1 Transactions	<hr/> \$7.19	
Account 53510 - Electrical Services				
223 - Duke Energy	02-Facilities Summary Billing Electric bill-5/10-7/1/22	BC 2010-23	07/28/2022	417.61
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<hr/> \$417.61	
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2022 management fee	07/25/2022	34.53	
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$34.53	
Account 53990 - Other Services and Charges				
32 - Cassady Electrical Contractors, INC	20-Run 120V circuit NW Corner of Dunn & Kirkwood	08/05/2022	825.00	
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$825.00	
	Program 200000 - Main Totals	Invoice 11 Transactions	<hr/> \$1,772.72	
	Department 20 - Street Totals	Invoice 11 Transactions	<hr/> \$1,772.72	



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Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 11 Transactions	\$1,772.72
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Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 43190.0011 - Employee Parking Permits Lot #11 Showers

Madeline Adams	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Kimberly Austin	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Jarrod Bailey	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Julie Baker	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Lori Beasley	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Kathy Bickley	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
5461 - Nicole Bolden	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7875 - Daniel Bradburn	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Gloria Brana	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7422 - Elijah Franklin Britton	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
5836 - Mary Caroline Buchanan Shaw	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
6663 - Joy D Butler	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Ellen Campbell	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Kim Carson	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Chastina Chipman	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
6619 - Gary R Connor	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
17784 - Raye Ann Cox	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Richard Creek	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00



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8100 - Charles Culp	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7763 - Patrick Robert Dierkes	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
17397 - Eli E Eccles	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
6139 - Seyedamir K Farshchi	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
8247 - Darla A Frost	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Linda Gilliland	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Justin Goodwin	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Melissa Grabowski	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
720 - Rebecca R Higgins	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7608 - Melissa Hirtzel	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Gabriel Holbrow	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
10586 - Nathan C Ingham	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7929 - Desiree King	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7347 - Andrew B Krebbs	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7482 - Jane G Kupersmith	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7948 - Heather Himebaugh Lacy	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
7554 - Renee Langley	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Michael Large	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Kenny Liford	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
6418 - Josefa Luce	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Hsiung Marler	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Hamid Matinkhah	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Brenda McGlothlin	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00



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5709 - Sheila McGlothlin	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
880 - Jeff McMillian	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Sarah Mullin	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Kelly Murphy	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
2820 - Nathan Nickel	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
8208 - Gregory Overtoom	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Ethan Philbeck	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
19638 - William J Ream	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
6684 - Crystal Ritter	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
2675 - Scott Robinson	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
1815 - Michael Shermis	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
12906 - Amy Shrake	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
936 - Robert C Shrake	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Amy Silkworth	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Christina Smith	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Matthew Smith	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Mike Stewart	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Susan Stoll	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Melissa Stone	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
16537 - Mary Jo Stong	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Heather Sutherlin	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
4949 - Linda Thompson	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00
Seth Tierney	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00



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7035 - Michelle L Wahl	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Joshua Wathen	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Jody Watkins	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Linda Wehr	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Russell White	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Heather Whitlow	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Eddie Wright	26-Reimbursement of 2022 Employee Parking Permit	08/05/2022	2.00	
Account 43190.0011 - Employee Parking Permits Lot #11 Showers Totals		Invoice 71 Transactions	<hr/> \$142.00	
Account 52110 - Office Supplies				
5819 - Synchrony Bank	26-KeyBox Quick Release Key Rings; TV for parking lobby, TV Cabl	08/05/2022	163.78	
Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<hr/> \$163.78	
Account 53210 - Telephone				
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2022-BAN #849494015	07/25/2022	9.12	
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$9.12	
Account 53510 - Electrical Services				
223 - Duke Energy	02-Facilities Summary Billing Electric bill-5/10-7/1/22	BC 2010-23	07/28/2022	2,764.52
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<hr/> \$2,764.52	
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 6/1-7/1/22	07/28/2022	49.48	
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	<hr/> \$49.48	
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	26-Repair 4th Street Garage drain	BC 2021-139	08/05/2022	1,639.21
393 - Kone INC	26-Repair Morton St Garage elevator-6/17/22	BC 2022-020	08/05/2022	617.18



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393 - Kone INC	26-Maintenance-Dispatch/Garages/Waldron/CH-July 2022	BC 2022-020	08/05/2022	1,173.00
5605 - Photizo, LLC (Fish Window Cleaning)	26-Cleaning of 4th St. Garage windows	BC 2021-110	08/05/2022	710.00
Account 53610 - Building Repairs Totals		Invoice 4 Transactions		\$4,139.39
3397 - Evens Time, INC	26-Repair Morton St Garage pay-in lane	BC 2021-117	08/05/2022	317.99
3397 - Evens Time, INC	02-Walnut St Garage-entry gate repair. return to service 7/5/22	BC 2021-117	08/05/2022	562.99
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 2 Transactions		\$880.98
Account 53650 - Other Repairs				
6378 - ANN-KRISS, LLC	26-Repair Glass @ Walnut St Garage-remaining balance	BC 2021-100	08/05/2022	2,881.16
Account 53650 - Other Repairs Totals		Invoice 1 Transactions		\$2,881.16
Program 260000 - Main Totals		Invoice 82 Transactions		\$11,030.43
Department 26 - Parking Totals		Invoice 82 Transactions		\$11,030.43
Fund 452 - Parking Facilities(S9502) Totals		Invoice 82 Transactions		\$11,030.43
Fund 454 - Alternative Transport(S6301)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	26-Paper towels and soap dispenser		08/05/2022	15.16
Account 52110 - Office Supplies Totals		Invoice 1 Transactions		\$15.16
Account 52430 - Uniforms and Tools				
4447 - Municipal Emergency Services, INC	26 - Jim Miles uniform shorts		08/05/2022	58.50
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions		\$58.50
Program 260000 - Main Totals		Invoice 2 Transactions		\$73.66



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Department 26 - Parking Totals	Invoice 2	\$73.66
Fund 454 - Alternative Transport(S6301) Totals	Transactions	\$73.66

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

Department **26 - Parking**

Program **260000 - Main**

Account **41020 - Permits**

Borton Construction	26 - Customer didn't get to use reserved spaces-removed in error	08/05/2022	100.00
Account 41020 - Permits Totals		Invoice 1	\$100.00

Account **52110 - Office Supplies**

5103 - Staples Contract & Commercial, INC	26-Paper towels and soap dispenser	08/05/2022	98.61
5819 - Synchrony Bank	26- office supplies - bathroom cabinet	08/05/2022	65.98
Account 52110 - Office Supplies Totals		Invoice 2	\$164.59

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	26-misc parking supplies - Ziplock bags	08/05/2022	4.99
Account 52420 - Other Supplies Totals		Invoice 1	\$4.99

Account **53990 - Other Services and Charges**

5819 - Synchrony Bank	26-KeyBox Quick Release Key Rings; TV for parking lobby, TV Cabl	08/05/2022	387.54
Account 53990 - Other Services and Charges Totals		Invoice 1	\$387.54
Program 260000 - Main Totals		Transactions	\$657.12
Department 26 - Parking Totals		Invoice 5	\$657.12
Fund 455 - Parking Meter Fund(S2141) Totals		Transactions	\$657.12
		Invoice 5	\$657.12
		Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**



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Program **200000 - Main**

Account **52340 - Other Repairs and Maintenance**

5819 - Synchrony Bank	20-Tera Pump Multipurpose Battery Power Transfer Pump	08/05/2022	90.08
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$90.08
	Transactions	

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Bungey setP, tape, tool table, black rubber tie down strap	08/05/2022	74.82
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394 - Kleindorfer Hardware & Variety	20- sprayer and brass nozzle - paving crews	08/05/2022	164.45
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394 - Kleindorfer Hardware & Variety	20-Marking street & box of lumber crayon-paving crews	08/05/2022	42.48
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394 - Kleindorfer Hardware & Variety	20-tape measurer, trailer ball, bit holder for paving crews	08/05/2022	54.97
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394 - Kleindorfer Hardware & Variety	20 - 2 Reese reducer sleeve	08/05/2022	37.98
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Account 52420 - Other Supplies Totals	Invoice 5	\$374.70
	Transactions	

Account **53990 - Other Services and Charges**

7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services-6/30/22	BC 2021-82	08/05/2022	7,855.10
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$7,855.10
	Transactions	

Program 200000 - Main Totals	Invoice 7	\$8,319.88
	Transactions	

Department 20 - Street Totals	Invoice 7	\$8,319.88
	Transactions	

Fund 456 - MVH Restricted Totals	Invoice 7	\$8,319.88
	Transactions	

Fund **519 - 2016 GO Bonds Bond #2 (S0182)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-4084001125-8/15/22	07/27/2022	35,000.00
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5232 - The Huntington National Bank	06-General Obligation Bond Series 2016B-4084001134-8/15/22	07/27/2022	15,000.00
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5232 - The Huntington National Bank	06-General Obligation Bond Series 2016D-4084001152-8/15/22	07/27/2022	20,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016E-4084001161-8/15/22	07/27/2022	60,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016F-4084001170-8/15/22	07/27/2022	15,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016G-4084001189-8/15/22	07/27/2022	75,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016H-4084001198-8/15/22	07/27/2022	10,000.00

Account **53810 - Principal** Totals Invoice 7
Transactions

\$230,000.00

Account **53820 - Interest**

5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-4084001125-8/15/22	07/27/2022	24,675.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016B-4084001134-8/15/22	07/27/2022	27,637.50
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016C-4084001143-8/15/22	07/27/2022	39,493.75
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016D-4084001152-8/15/22	07/27/2022	14,025.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016E-4084001161-8/15/22	07/27/2022	24,893.75
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016F-4084001170-8/15/22	07/27/2022	7,118.75
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016G-4084001189-8/15/22	07/27/2022	12,962.50
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016H-4084001198-8/15/22	07/27/2022	6,393.75

Account **53820 - Interest** Totals Invoice 8
Transactions

\$157,200.00

Program **060000 - Main** Totals Invoice 15
Transactions

\$387,200.00

Department **06 - Controller's Office** Totals

Invoice 15
Transactions

\$387,200.00

Fund **519 - 2016 GO Bonds Bond #2 (S0182)** Totals

Invoice 15
Transactions

\$387,200.00

Fund **520 - 2016 Parks GO Bond #3 (S0183)**

Invoice 15
Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**



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5232 - The Huntington National Bank	06-Park District Bond Series 2016A-4084001312-8/15/22	07/27/2022	40,000.00
5232 - The Huntington National Bank	06-Park District Bond Series 2016B-4084001321-8/15/22	07/27/2022	15,000.00
5232 - The Huntington National Bank	06-Park District Bond Series 2016C-4084001330-8/15/22	07/27/2022	25,000.00
5232 - The Huntington National Bank	06-Park District Bond Series 2016D-4084001349-8/15/22	07/27/2022	30,000.00
5232 - The Huntington National Bank	06-Park District Bond Series 2016E-4084001358-8/15/22	07/27/2022	40,000.00

Account **53810 - Principal** Totals Invoice 5
Transactions

\$150,000.00

Account **53820 - Interest**

5232 - The Huntington National Bank	06-Park District Bond Series 2016A-4084001312-8/15/22	07/27/2022	25,175.00
5232 - The Huntington National Bank	06-Park District Bond Series 2016B-4084001321-8/15/22	07/27/2022	10,718.75
5232 - The Huntington National Bank	06-Park District Bond Series 2016C-4084001330-8/15/22	07/27/2022	14,259.38
5232 - The Huntington National Bank	06-Park District Bond Series 2016D-4084001349-8/15/22	07/27/2022	19,640.63
5232 - The Huntington National Bank	06-Park District Bond Series 2016E-4084001358-8/15/22	07/27/2022	25,490.63

Account **53820 - Interest** Totals Invoice 5
Transactions

\$95,284.39

Program **060000 - Main** Totals Invoice 10
Transactions

\$245,284.39

Department **06 - Controller's Office** Totals Invoice 10
Transactions

\$245,284.39

Fund **520 - 2016 Parks GO Bond #3 (S0183)** Totals Invoice 10
Transactions

\$245,284.39

Fund **522 - 2018 Parks Bicentennial (S1380)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

5232 - The Huntington National Bank	06-Park District Bonds-Series 2018A-4084020097-8/12/22	07/27/2022	60,000.00
5232 - The Huntington National Bank	06-Park District Bonds-Series 2018B-4084020104-8/12/22	07/27/2022	70,000.00
5232 - The Huntington National Bank	06-Park District Bonds-Series 2018C-4084020113-8/12/22	07/27/2022	60,000.00



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Account 53820 - Interest

		Account 53810 - Principal Totals	Invoice 3 Transactions	
5232 - The Huntington National Bank	06-Park District Bonds-Series 2018A-4084020097-8/12/22		07/27/2022	\$190,000.00
5232 - The Huntington National Bank	06-Park District Bonds-Series 2018B-4084020104-8/12/22		07/27/2022	61,200.00
5232 - The Huntington National Bank	06-Park District Bonds-Series 2018C-4084020113-8/12/22		07/27/2022	69,450.00
		Account 53820 - Interest Totals	Invoice 3 Transactions	\$42,715.63
		Program 060000 - Main Totals	Invoice 6 Transactions	\$173,365.63
		Department 06 - Controller's Office Totals	Invoice 6 Transactions	\$363,365.63
		Fund 522 - 2018 Parks Bicentennial (S1380) Totals	Invoice 6 Transactions	\$363,365.63
			Invoice 6 Transactions	\$363,365.63

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

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

11243 - Core & Main, LP	20-ADA Ramp 24 x 24 Plates		08/05/2022	2,581.50
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1 Transactions	\$2,581.50
	Program 020000 - Main Totals		Invoice 1 Transactions	\$2,581.50
	Department 02 - Public Works Totals		Invoice 1 Transactions	\$2,581.50
	Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 1 Transactions	\$2,581.50

Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	20-Weedeater & Motomix for Mowing Crew		08/05/2022	266.97
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Account 52420 - Other Supplies Totals	Invoice 1	\$266.97
Program 020000 - Main Totals	Transactions	\$266.97
Department 02 - Public Works Totals	Invoice 1	\$266.97
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Transactions	\$266.97
	Invoice 1	\$266.97
	Transactions	

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

7225 - Arctic Glacier USA, INC	16-80 5lb bags of ice-7/12/22	08/05/2022	190.20
409 - Black Lumber Co. INC	16-2 locks for portable toilets	08/05/2022	13.98
793 - Indiana Safety Company, INC	16 - Jersey & blue coated gloves	08/05/2022	165.25
793 - Indiana Safety Company, INC	16 - coated palm gloves	08/05/2022	435.00
4574 - John Deere Financial (Rural King)	16-78 cart liners for Downtown	08/05/2022	1,325.22
4574 - John Deere Financial (Rural King)	16-cleaning supplies for trucks and garage	08/05/2022	167.79

Account 52420 - Other Supplies Totals	Invoice 6	\$2,297.44
	Transactions	

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16- Sanitation-BI-Monthly Exterminator Service-7/11/22	BC 2021-108	08/05/2022	125.00
	Account 53140 - Exterminator Services Totals	Invoice 1		\$125.00
		Transactions		

Account **53210 - Telephone**

1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2022-BAN #849494015	07/25/2022	19.65
	Account 53210 - Telephone Totals	Invoice 1	\$19.65
		Transactions	

Account **53240 - Freight / Other**

793 - Indiana Safety Company, INC	16 - Jersey & blue coated gloves	08/05/2022	15.34
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793 - Indiana Safety Company, INC	16 - coated palm gloves	08/05/2022	49.44
	Account 53240 - Freight / Other Totals	Invoice 2 Transactions	<hr/> \$64.78
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2022 management fee	07/25/2022	5.32
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$5.32
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 7/6/2022	BC 2009-52	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 7-6-2022	08/05/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 7/13/2022	BC 2009-52	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 7-13-2022	08/05/2022	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	<hr/> \$62.54
Account 53950 - Landfill			
6515 - Green Camino, INC (Earthkeepers)	16-Landfill-yard waste-8 loads- June 2022	BC 2021-155	254.88
52226 - Hoosier Transfer Station-3140	16-recycling fees-6/15-6/30/22	08/05/2022	2,844.59
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-6/16-6/30/22	08/05/2022	15,581.32
	Account 53950 - Landfill Totals	Invoice 3 Transactions	<hr/> \$18,680.79
Account 53990 - Other Services and Charges			
6378 - ANN-KRISS, LLC	16- Bathroom Remodel-partial payment-7/19/22	BC 2022-030	9,500.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$9,500.00
	Program 160000 - Main Totals	Invoice 19 Transactions	<hr/> \$30,755.52
	Department 16 - Sanitation Totals	Invoice 19 Transactions	<hr/> \$30,755.52
	Fund 730 - Solid Waste (S6401) Totals	Invoice 19 Transactions	<hr/> \$30,755.52
Fund 800 - Risk Management(S0203)			



Board of Public Works Claim Register

Invoice Date Range 07/23/22 - 08/05/22

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Pursell (12EE)-7/6/22	08/05/2022	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	<hr/> \$100.00

Account **53410 - Liability / Casualty Premiums**

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10- public official bond-S. Bauerle (RDC) 5/24-12/31/22	08/05/2022	75.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1 Transactions	<hr/> \$75.00

Account **53420 - Worker's Comp & Risk**

7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payments 07.07.2022-07.13.2022	07/27/2022	3,903.30
	Account 53420 - Worker's Comp & Risk Totals	Invoice 1 Transactions	<hr/> \$3,903.30
	Program 100000 - Main Totals	Invoice 3 Transactions	<hr/> \$4,078.30
	Department 10 - Legal Totals	Invoice 3 Transactions	<hr/> \$4,078.30
	Fund 800 - Risk Management(S0203) Totals	Invoice 3 Transactions	<hr/> \$4,078.30

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

18539 - Life Insurance Company Of North America	12-July 2022, Bill Ref # 103094_07012022	08/05/2022	4,154.80
17785 - The Howard E. Nyhart Company, INC	12-July 2022 Wellness Reimbursements \$4018.32	07/27/2022	4,018.32
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$854.40	07/28/2022	854.40
	Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	<hr/> \$9,027.52

Account **53990.1278 - Other Services and Charges Disability LTD**



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Invoice Date Range 07/23/22 - 08/05/22

18539 - Life Insurance Company Of North America

12-July 2022, Bill Ref # 103094_07012022

08/05/2022

9,108.10

Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice 1	\$9,108.10
Program 120000 - Main Totals	Transactions	
Department 12 - Human Resources Totals	Invoice 4	\$18,135.62
Fund 801 - Health Insurance Trust Totals	Transactions	
	Invoice 4	\$18,135.62
	Transactions	
	Invoice 4	\$18,135.62
	Transactions	

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

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4336 - American Eagle Auto Glass of Terre Haute, INC	17- windshield for #955	08/05/2022	300.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17- window for vehicle #922	08/05/2022	250.00
50605 - Bauer Built, INC	17 - scrap tire disposal of (4) commercial truck tires & fee	08/05/2022	67.00
50605 - Bauer Built, INC	17 - (4) Carlisle Turfmaster tires for stock	08/05/2022	360.00
50605 - Bauer Built, INC	17 - (10) Retired, 14White powder coat,16Metal Valve stem tires	08/05/2022	6,107.07
409 - Black Lumber Co. INC	17-shop supplies; hornet spray/killer	08/05/2022	13.96
4693 - Monroe County Tire & Supply, INC	17-(2) 265/65TR17 Goodyear Wrangler tires	08/05/2022	300.72
4693 - Monroe County Tire & Supply, INC	17-(4) P245/55R18 Fire Stone FHawk tires for various vehicles	08/05/2022	534.56

Account **52230 - Garage and Motor Supplies** Totals Invoice 8
Transactions \$7,933.31

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC	17- misc. parts- Exhaust Sensor	08/05/2022	53.45
244 - Bloomington Ford, INC	17- misc. parts - Fuel door	08/05/2022	51.54
244 - Bloomington Ford, INC	17- misc. parts -Nox Trap Temperature sensor	08/05/2022	437.50
244 - Bloomington Ford, INC	17- ford parts - Diesel Oil,filter,element Change, reservior asy	08/05/2022	2,459.46



Board of Public Works

Claim Register

Invoice Date Range 07/23/22 - 08/05/22

941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Pin incl. freight	08/05/2022	600.70
594 - Curry Auto Center, INC	17 - #875 OSL to replace glow plugs	08/05/2022	297.44
594 - Curry Auto Center, INC	17- GM parts -Vapor Canister Purge Valve	08/05/2022	38.15
594 - Curry Auto Center, INC	17- GM parts -Sensor Assembly, Nox , Diagnostics	08/05/2022	573.37
594 - Curry Auto Center, INC	17- credit for part return; SL-N-Booster	08/05/2022	(489.99)
455 - Industrial Service & Supply, INC	17-hydraulic fittings - 5500 psi W/P hose, 1/4 steel ferrule	08/05/2022	143.27
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - AS-F Element	08/05/2022	28.99
53385 - O'Reilly Automotive Stores, INC	17 - control Arm Assembly	08/05/2022	133.66
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts for various vehicles-June 2022	08/05/2022	7,471.10
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts for various vehicles-May 2022	08/05/2022	12,433.65
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. parts - manifold repair -driver side	08/05/2022	1,185.98
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. parts - Exhaust clamp	08/05/2022	52.40
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. parts - Transmission oil pan & Sealer	08/05/2022	84.36
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Front Door window regulator	08/05/2022	184.45
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. parts - Diagnosis, Purge control valve	08/05/2022	268.50
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Filter Elements	08/05/2022	189.82
6476 - Samuel D Wray (Wray Automotive)	17- alignment #P131-7/14/22	08/05/2022	50.00
6476 - Samuel D Wray (Wray Automotive)	17- alignment #849; removed upper control arms and reinstall rod	08/05/2022	377.33
6476 - Samuel D Wray (Wray Automotive)	17- alignment vehicle #473-7/5/22	08/05/2022	50.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts- Crankshaft position Sensor	08/05/2022	25.76
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Air Filters	08/05/2022	39.87
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - A/CL Element, Pass Compact Air Filter, ASM Oil Filter	08/05/2022	64.69
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Sensor Assembly Tire Press IND	08/05/2022	103.86



Board of Public Works Claim Register

Invoice Date Range 07/23/22 - 08/05/22

8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Front Axle Shaft	08/05/2022	147.21
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - 1 qt Mercon LV (transmission fluid)	08/05/2022	181.92
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Brake Pad assembly, Brake Rotor Assembly	08/05/2022	596.68
	Account 52320 - Motor Vehicle Repair Totals	Invoice 30 Transactions	<hr/> \$27,835.12
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - Acetylene, Dissolved (2) Cyl-6/28/22	08/05/2022	273.48
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<hr/> \$273.48
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	17- Fleet Maint-monthly Exterminator Service-7/19/22	BC 2021-108	08/05/2022
	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	<hr/> \$95.00
Account 53210 - Telephone			
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2022-BAN #849494015	07/25/2022	29.87
	Account 53210 - Telephone Totals	Invoice 1 Transactions	<hr/> \$29.87
Account 53510 - Electrical Services			
223 - Duke Energy	02-Facilities Summary Billing Electric bill-5/10-7/1/22	BC 2010-23	07/28/2022
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<hr/> \$42.65
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2022 management fee	07/25/2022	30.61
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$30.61
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	17 - repairs for leak in parts room part of service agreement	BC 2021-116	08/05/2022
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	<hr/> \$339.12
Account 53620 - Motor Repairs			



Board of Public Works Claim Register

Invoice Date Range 07/23/22 - 08/05/22

594 - Curry Auto Center, INC	17 - #875 OSL to replace glow plugs	08/05/2022	435.00
4474 - Ken's Westside Service & Towing, LLC	17-Towing for White Ford Ranger Unit# 231	08/05/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17-Tow with Dollies for Unit# 1213 Black Dodge Charger	08/05/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17-(4) Heavy Duty Tows for Engine 3 (E-one Fire truck)	08/05/2022	900.00
	Account 53620 - Motor Repairs Totals	Invoice 4 Transactions	<hr/> \$1,460.00
Account 53640 - Hardware and Software Maintenance			
53954 - Ron Turley Associates, INC	17 - rta maintenance	08/05/2022	10,730.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	<hr/> \$10,730.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-6/29/22	08/05/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rentals-6/29/22	08/05/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-7/6/22	08/05/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rentals-7/6/22	08/05/2022	20.51
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	<hr/> \$195.74
	Program 170000 - Main Totals	Invoice 53 Transactions	<hr/> \$48,964.90
	Department 17 - Fleet Maintenance Totals	Invoice 53 Transactions	<hr/> \$48,964.90
	Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 53 Transactions	<hr/> \$48,964.90

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

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

17785 - The Howard E. Nyhart Company, INC	12-City URM	07/25/2022	516.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/25/2022	22.30



Board of Public Works Claim Register

Invoice Date Range 07/23/22 - 08/05/22

17785 - The Howard E. Nyhart Company, INC	12-City URM	07/26/2022	40.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/27/2022	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/28/2022	61.80
17785 - The Howard E. Nyhart Company, INC	12-City URM		55.00
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 6 Transactions	\$715.10
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-July 2022, Bill Ref # 103094_07012022	08/05/2022	18,127.82
	Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice 1 Transactions	\$18,127.82
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-July 2022, Bill Ref # 103094_07012022	08/05/2022	10,327.37
	Account 53990.1277 - Other Services and Charges Disability STD Totals	Invoice 1 Transactions	\$10,327.37
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/25/2022	181.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/28/2022	20.00
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 2 Transactions	\$201.55
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util			
17785 - The Howard E. Nyhart Company, INC	12-UtilDDC	07/26/2022	2,154.60
	Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals	Invoice 1 Transactions	\$2,154.60
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	07/28/2022	18,541.00
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1 Transactions	\$18,541.00
		Invoice 12 Transactions	\$50,067.44
		Invoice 12 Transactions	\$50,067.44
	Program 120000 - Main Totals		
	Department 12 - Human Resources Totals		



Board of Public Works

Claim Register

Invoice Date Range 07/23/22 - 08/05/22

Fund 804 - Insurance Voluntary Trust Totals	Invoice 12 Transactions	\$50,067.44
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Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

3515 - Dentons Bingham Greenebaum LLP

07-Jackson Crk Trail PH II (Duke Relocation)-serv thru 5/31/22	08/05/2022	4,565.00
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Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$4,565.00
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Program 06016C - 2016 C Jackson Trail Totals	Invoice 1 Transactions	\$4,565.00
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Program **06016G - 2016 G Sanitation Carts**

Account **54510 - Other Capital Outlays**

5697 - Cascade Engineering, INC

16-Yardwaste lids	08/05/2022	1,445.00
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Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$1,445.00
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Program 06016G - 2016 G Sanitation Carts Totals	Invoice 1 Transactions	\$1,445.00
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Department 06 - Controller's Office Totals	Invoice 2 Transactions	\$6,010.00
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Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 2 Transactions	\$6,010.00
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Grand Totals	Invoice 346 Transactions	\$1,437,965.89
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REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/05/22	Claims				\$1,437,965.89

\$1,437,965.89

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,437,965.89

Dated this 2nd day of August year of 2022

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, 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 Cheryle Silland