Board of Public Works Meeting

May 1, 2018

AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, May 1, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. **Permission to Abate 2501 E. 8th St.**

IV. CONSENT AGENDA

1. **Approval of Minutes – April 17, 2018**
2. **Quarterly Staff Report Pursuant to Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements**
3. **Resolution 2018-35: Use of City Streets for Race for Literacy 5K (Saturday 6/9)**
4. **Resolution 2018-36: Use of City Streets for Bloomington Housing Authority Family Night (Wednesday, 6/13)**
5. **Resolution 2018-37: Use Public Right-of-Way for Lemonade Day (Saturday, 6/17)**
6. **Resolution 2018-38: Allow Pushcart Vendor to Renew License to Operate in Public Right-of-Way (JD's Taste of Chicago)**
7. **Resolution 2018-39: Allow Mobile Vendor License to Operate in Public Right-of-Way (inBloom Juicery)**
8. **Resolution 2018-40: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (812 BBQ)**
9. **Approval of Payroll**

V. NEW BUSINESS

1. **Resolution 2018-41: Use of City Streets for Bloomington PRIDE (Saturday, 8/25)**
2. **Resolution 2018-42: Encroachment Agreement for Retaining Wall, Exterior Steps, and Railing at 717 N. College Ave**
3. **Resolution 2018-43: Encroachment Agreement for Monitoring Wells at 3rd St. & Woodscrest**
4. **Request for Temporary Closure of Woodlawn Ave. from 7th St. to 10th St.**
5. **Award Parking Hardware and Software Agreement to Evens Time**
6. **Approve Change Order #2 with Ann-Kriss for 4th St. Garage Door Replacement**
7. **Approve Change Orders #1-3 with Cassady Eletrical for 4th St. Garage Rewiring Project**
8. **Approve Change Order #1 with Ann-Kriss for City Hall Water Damage Restoration Project**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Board of Public Works
Staff Report

Project/Event:	Title 6 Abatement.
Petitioner/Representative:	HAND
Staff Representative:	Kenny Liford
Date:	May 1, 2018

Report: On these 4 dates, 10/20/2017, 10/26/2017, 11/28/2017 and 04/18/2018, this property was issued notices of violation for trash on property. We are requesting permission to enter the property to abate the trash and debris.

Recommend ☒ **Approval** ☐ **Denial by:** *Kenny Liford*

City of Bloomington
Housing and Neighborhood Development

On 10/20/2017, 10/26/2017, 11/28/2017, 4/18/2018 Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

_____ 6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

✓ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

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

This ticket was issued to the property located at 2501 E. 8th St. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 05/01/2018 Abatement Approved: (Y/N)

Property Owner: Randall Hammond

Address: 2501 E. 8th St.

Is this a rental? (Y/N) N

Agent: _____

Address: _____

Parcel Number: 53-05-34-401-081.000-005

Legal Description: 013-39670-00 Green acres Pt Lot 103

New Citation | Search | Report | LegalIt | Logout | Help

Total: 4 records.

browsing all

ID	Address	Owner Name	Owner Address	Agent	Tenants	Violation	Citation	Amount	Date Written	Due Date	Compliance Date	Inspector	C
38904	2501 E 8TH ST	Hammond Randall	2501 E 8TH ST			Trash	WARNING		10/20/2017		10/27/2017	Kenneth Liford	10
38915	2501 E 8TH ST	Hammond Randall	2501 E 8TH ST			Trash	FINE	50.00	10/26/2017	11/09/2017	11/02/2017	Kenneth Liford	11
39168	2501 E 8TH ST	Hammond Randall	2501 E 8TH ST			Trash	FINE	100.00	11/28/2017	12/12/2017	12/05/2017	Kenneth Liford	12
39787	2501 E 8TH ST View Note	Randall Hammond	2501 E 8TH ST			Trash	FINE	150.00	04/18/2018	05/02/2018	04/25/2018	Kenneth Liford	

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 4-18-18 Time 10:30 Address/location 2501 E. 8th St. 47408

Issued by: 208

☐ BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk ***so as to be visible*** from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

☐ **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 6.04.060(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#** J9787

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.

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

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

Comments: Clean up and remove all trash from 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 "HAND". 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 Randall Hammond.
Address 2501 E. 8th St.
City Bloomington State IN.
Zip Code 47408

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: ✓ 5-1-18

Mail Copies To: Resident:____ Owner: ✓ Agent:____

2501
UPLAND

2501
UPLAND

2501

2501
100% Apple Juice
UPLAND
BREWING CO.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, April 17, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

ROLL CALL

Present: Kyla Cox Deckard
Beth Hollingsworth
Dana Palazzo

City Staff: Chris Wheeler – City Legal
Adam Wason – Public Works
Jo Stong – Housing & Neighborhood Development
Mike Arnold – Housing & Neighborhood Development
Elizabeth Carter – Planning & Transportation
Phil Peden – City of Bloomington Utilities
Vic Kelson – City of Bloomington Utilities
Andrew Cibor – Planning & Transportation
Dan Backler – Planning & Transportation
Beth Rosenbarger – Planning & Transportation
Nate Nickel – Public Works
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works
Jane St. John– Economic & Sustainable Development

MESSAGES FROM BOARD MEMBERS

Cox Deckard welcomed Beth Hollingsworth to the Board of Public Works.

PETITIONS & REMONSTRANCES

None

CONSENT AGENDA

1. Approval of Minutes – April 3, 2018
2. Resolution 2018-30: Use of City Streets for Hoosiers Outrun Cancer 5K Run (Saturday, 9/29)
3. Resolution 2018-31: Authorization to Use Public Right-of-Way for IU Street-Crossing Study for 2018
4. Resolution 2018-32: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (Great White Smoke)
5. Approve Title 6 Abatement Contract with 4 U Lawn & Landscape, LLC
6. Approval of Payroll for 4/13/18 in the amount of $389,832.16.

Hollingsworth made a motion to approve the items on the Consent

Agenda. Palazzo seconded. The motion passed. Consent Agenda approved.

NEW BUSINESS

Request from CBU for Lane Restrictions and Temporary Closures at W. Grimes Ln. and S. Walnut St. for the Sewer Interceptor Project

Adam Wason, with Public Works, noted that staff will include a Memorandum of Understanding between the City of Bloomington and the County of Monroe Regarding Bridge #73 Improvement Completion Date Incentive Compensation. The City and County will split an incentive of $2,000 paid for each day prior to July 26th. He explained the goal of the incentive is to decrease any overlap with the Walnut & Grimes project and the Country Club bridge project.

Elizabeth Carter, with Planning & Transportation, presented the Request from CBU for Lane Restrictions and Temporary Closures at W. Grimes Ln. and S. Walnut St. for the Sewer Interceptor Project. See meeting packet for further details.

Wason added that the Tapp/Rockport Rd. project is scheduled to begin on June 10th. However, staff is looking into pushing the start date back until the bridge project is complete. He added that Bloomington Transit (BT) does not run on all routes during the summer months. Normally there would be a northbound stop at Allen St. & Walnut St. Given the lane restrictions of this project, BT will temporarily move this stop to Dixie St. & Walnut St.

Cox Deckard noted that most questions the Board would have asked were addressed in the meeting packet.

Hollingsworth expressed her appreciation with all the compromises and coordination among the various departments and offices.

Wason added that the entire Tapp Rd. interchange would be open by the time this project begins.

Hollingsworth noted that emergency services will have the access they need.

Phil Peden, with City of Bloomington Utilities, said they will. The biggest concern was access for fire trucks. However, they have alternate routes allowing for very similar response times.

Vic Kelson, with City of Bloomington Utilities, explained crews are able to adjust the timeframe of their projects to reduce time on the back end of the projects.

The Board opened the floor for public comment.

Seth Lahn, with Perry Township Board & Trustees, explained the township is committed to making services available to residents and businesses. He added that relocating certain services a block further can have a severe impact for quite a few of the residents they work with. He added that his office has drafted a Memorandum of Understanding, and would like City staff to review and sign it. He summarized the memorandum. This will be added to the packet.

Hollingsworth commented that she believes this project needs to begin immediately because the utilities overflow is a health risk.

Palazzo and Cox Deckard thanked staff for their efforts and the public for their comments.

Cox Deckard encouraged the use of any opportunity to expedite the project.

Wason added that each of these projects will have an official detour route. He encouraged residents and employers to avoid travel during peak travel times, if at all possible. He explained that this needs to be completed before school is back in session, as 3,200 kids would have delayed arrival to school and home from school.

Hollingsworth made a motion to approve the Request from CBU for Lane Restrictions and Temporary Closures at W. Grimes Ln. and S. Walnut St. for the Sewer Interceptor Project. Palazzo seconded. The motion passed. Request approved.

Hollingsworth made a motion to approve the Memorandum of Understanding between the City of Bloomington and the County of Monroe Regarding Bridge #73 Improvement Completion Date Incentive Compensation. Palazzo seconded. The motion passed. Memorandum approved.

Resolution 2018-34: Uphold Order to Remove Unsafe Structure at 1711 W. Gray St.

Mike Arnold, with Housing & Neighborhood Development, presented Resolution 2018-34: Uphold Order to Remove Unsafe Structure at 1711 W. Gray St. See meeting packet for further details.

Hollingsworth asked if there is a contract with the demolition company.

Arnold said there is not at this time.

Hollingsworth made a motion to approve Resolution 2018-34: Uphold Order to Remove the Front Unsafe Structure at 1711 W. Gray St. Palazzo seconded. The motion passed. Resolution 2018-34 approved.

Approve Memorandum

Dan Backler, with Planning & Transportation, presented the

Memorandum of Understanding with HHI Yellow Cab for Temporary Encroachment into the Public Right-of-Way During Construction at 217 W. 6th St. See meeting packet for further details.

of Understanding with HHI Yellow Cab for Temporary Encroachment into the Public Right-of-Way During Construction at 217 W. 6th St.

Backler summarized a list of concerns received about the encroachment. This list will be added to the meeting packet.

Hollingsworth noted that the construction is scheduled to last one year.

Backler confirmed. He explained it will be broken down into three phases.

Cox Deckard asked if the ramp coming off of the sidewalk will be impacted.

David Howard, with HHI Yellow Cab, said it will not. He added that the construction will take place mostly between 8 a.m. to 5 p.m. Monday through Saturday.

Palazzo made a motion to approve the Memorandum of Understanding with HHI Yellow Cab for Temporary Encroachment into the Public Right-of-Way During Construction at 217 W. 6th St. Hollingsworth seconded. The motion passed. Memorandum approved.

Beth Rosenbarger, with Planning & Transportation, presented Resolution 2018-33: Request to Encroach into the Public Right-of-Way for the Installation of Bike Racks for the Bike Share Program and Maintenance Agreement. See meeting packet for further details.

Resolution 2018-33: Request to Encroach into the Public Right-of-Way for the Installation of Bike Racks for the Bike Share Program and Maintenance Agreement

Hollingsworth asked about the project start date.

Rosenbarger said the project should begin in mid-June.

Palazzo asked if the racks will impact parking spaces.

Rosenbarger said it will not.

Palazzo made a motion to approve Resolution 2018-33: Request to Encroach into the Public Right-of-Way for the Installation of Bike Racks for the Bike Share Program and Maintenance Agreement. Hollingsworth seconded. The motion passed. Resolution 2018-33 approved.

Nate Nickel, with Public Works, presented the Asset Management Web Interface Software Upgrade Agreement with Lucity. See

Approve Asset Management Web

meeting packet for further details.

Interface Software Upgrade Agreement with Lucity

Hollingsworth asked if this will increase possibilities for tracking sidewalk data.

Nickel explained that it won't increase the capabilities to track sidewalk data, but that it would allow sidewalk data to be tracked in an easier, more user-friendly format.

Palazzo asked if this will be an annual contract.

Nickel said it is not. The total cost is $14,000 in funds encumbered from the 2017 budget.

Hollingsworth made a motion to approve the Asset Management Web Interface Software Upgrade Agreement with Lucity. Palazzo seconded. The motion passed. Agreement approved.

STAFF REPORTS & OTHER BUSINESS

None

APPROVAL OF CLAIMS

Hollingsworth noted that 2 additional claims were added, totaling 57,104.03.

Hollingsworth moved to approve the Claims Register 3/26/18 to 4/20/18 in the amount of $860,124.77 plus the additional two claims. Palazzo seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:29 p.m.

Accepted by:

_____
Kyla Cox Deckard, President

_____
Kelly Boatman, Vice-president

_____
Dana Palazzo, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event: Quarter 1 2018 Report of Staff-Level Encroachment Approvals

Staff Representative: Liz Carter

Date: May 1, 2018

Report: Pursuant to *Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements*, staff must report, on a quarterly basis, any encroachments which were approved on a staff-level. During the first quarter of 2018, there was one such encroachment. The encroachment which staff approved was for a grease interceptor located at 717 N. College Avenue to encroach into the public right-of-way.

Board of Public Works
Staff Report

Project/Event: Race for Literacy 5k

Petitioner/Representative: Bloomington Rotary Club

Staff Representative: Sean Starowitz

Meeting Date: May 16, 2017

The Bloomington Rotary Club is sponsoring a 5k race known as the Race for Literacy 5k from 8:00 a.m. until 9:30 a.m. on Saturday, June 10th, 2017. The route includes the following streets: East Covenanter Drive, South Clarizz Blvd, East Buick Cadillac Blvd, Kingston Drive South, and East Auto Mall Road. Proceeds will benefit Teachers Warehouse.

The event organizers intend to use the Ellettsville Police Department officers for traffic control at the key intersections as shown on the map.

Recommend **X Approval** ☐ **Denial by** Sean Starowitz

BOARD OF PUBLIC WORKS
RESOLUTION 2018-35

RACE FOR LITERACY 5K

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

WHEREAS, the Bloomington Rotary Club has requested use of city streets to conduct a running event to benefit the community; and

WHEREAS, the Bloomington Rotary Club 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 Race for Literacy 5K event between the hours of 8 a.m. and 10:00 a.m., on Saturday, June 9, 2018: East Covenanter Drive, South Clarizz Blvd, East Buick Cadillac Blvd, Kingston Drive South, and East Auto Mall Road.

2. The street limitations outlined above are for the purposes of allowing the Bloomington Rotary Club to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, June 9, 2018. Officers from the Ellettsville Police Department will provide traffic control at the key intersections along the route.

3. The Bloomington Rotary Club 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.

4. In consideration for the use of the City's property and to the fullest extent permitted by law, the Bloomington Rotary Club, 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.

5. _____, 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 _____DAY OF _____May____, 2018.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Beth Hollingsworth, Vice-President

_____
Dana Palazzo, Secretary

BLOOMINGTON ROTARY CLUB

_____
Signature

_____
Printed Name

_____
Position

_____
Date

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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:	Michael Shermis		
Contact Phone:	812-340-0479	Mobile Phone:	812-340-0479
Title/Position:	Race Director/Community Services Committee Member		
Organization:	Bloomington Rotary Club		
Address:	P.O. Box 2026		
City, State, Zip:	Bloomingotn, IN 47402		
Contact E-Mail Address:	shermism@storyinsights.com		
Organization E-Mail and URL:	pmartindale@bluemarble.net http://bloomingtonrotary.org		
Org Phone No:	812-340-0479	Fax No:	

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

Organization Name:	Bloomington Hardware		
Address:	2700 E. Covenanter Dr.		
City, State, Zip:	Bloomington, IN 47407		
Contact E-Mail Address:	vickiedavison@sbcglobal.net		
Phone Number:	812-339-7575	Mobile Phone:	

Organization Name:	College Mall		
Address:	2894 E. 3rd St.		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	Ellery.likens@simon.com		
Phone Number:	812-339-9370	Mobile Phone:	

Organization Name:	
Address:	
City, State, Zip:	
E-Mail Address:	

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

Phone Number: Mobile Phone:

3. Event Information

Type of Event ❑Metered Parking Space(s) ❑Run/Walk ❑ Festival ❑ Block Party ❑ Parade ❑ Other (Explain below in Description of Event)

Date(s) of Event: June 9, 2018

Time of Event: Date: Start: 8 a.m. Date: End: 10 a.m.

Setup/Teardown time Needed Date: Start: 4:30 a.m. Date: End: 11 a.m.

Calendar Day of Week:

Description of Event: The Bloomington Rotary Club is sponsoring a 5K run/walk known as the Rotary Race for Literacy 5K from 8:00 a.m. until 9:30 a.m. on Saturday, June 9th, 2018. The route includes the following streets: East Covenanter Drive, South Clarizz Blvd, East Buick Cadillac Blvd, Kingston Drive South, and East Auto Mall Road. Proceeds will benefit Teachers Warehouse.

The event organizers will use the Ellettsville Police Dept officers for traffic control at the key intersections as shown on the map.

Expected Number of Participants: 100-125

Expected # of vehicles (Use of Parking Spaces to close): 0

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY,** YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

❑ A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
- The starting point shall be clearly marked
- The ending point shall be clearly marked
- Each intersection along the route shall be clearly identified
- A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)

❑ Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)

❑ A properly executed Maintenance of Traffic Plan
- Determine if No Parking Signs will be required

❑ Noise Permit application

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*

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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
❑	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.
❑	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
❑	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)

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

❑	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 • 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
❑	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
❑	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
❑	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.
❑	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)

8.

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
- ❑ 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)

For City Of Bloomington Use Only

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

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

CITY OF BLOOMINGTON

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 Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	☐ Live Band	☐ Instrument	☐ Loudspeaker	Will Noise be Amplified? ☐Yes ☐No
Is this a Charity Event?	☐Yes ☐No	If Yes, to Benefit:		

Applicant Information

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

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

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:

APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 ((Rev. 3-09)

Shopping Center
College Mall

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization Bloomington Rotary Club/Michale Shermis	Describe the nature of the activity The Bloomiington Rotary Club will be permitted to use the Common Area of College Mall parking lot for the Rotary Race for Literacy. For no other use or purpose
Street Address P.O. Box 2026	
City, State, Zip Bloomington, IN 47402	
Telephone No. 812-340-0479	

DATE REQUESTED	TIME REQUESTED				NAME OF PERSON WHO WOULD BE IN CHARGE
June 9, 2018	From: 8:00	☑ A.M. ☐ P.M.	To: 9:00	☑ A.M. ☐ P.M.	Michael Shermis
	From:	☐ A.M. ☐ P.M.	To:	☐ A.M. ☐ P.M.	812-340-0479
	From:	☐ A.M. ☐ P.M.	To:	☐ A.M. ☐ P.M.	shermism@storyinsights.com

If use of special decorations, signs, displays, or devices is requested, explain

All signs must be approved by mall management

GENERAL RELEASE AND INDEMNITY

(Please read carefully)

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants,.

ACKNOWLEDGEMENT

(Please read carefully)

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application Michael Shermis	Street Address (if different that above) P.O. Box 2142	
Title (if any) Race Director	City, State, Zip Bloomington, IN 47402	
Signature	Date 4/17/18	Phone No. 812-340-0479

PERMIT TO USE COMMON AREA

The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side. ☐ Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.	Authorized Signature	Date
	For:	

RULES AND REGULATIONS GOVERNING THE USE OF SHOPPING CENTER COMMON AREA

A. Users cannot conduct any activity within the Shopping Center without having first obtained a permit. A permit will be granted only for use of that area designated as Common Area.

B. A User may apply for a permit to use the Common Area within the Shopping Center at the management office during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Application shall be in the form required by the shopping center management and subject to these rules and regulations and should be made no later than 30 days prior to the day requested by the User for use of the Common Area.

C. In making a determination as to whether a permit to use the Common Area within the Shopping Center shall be issued, the following points will be considered: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or property the risk of unreasonable interference with the primary commercial activities of Shopping Center. Applications will be considered on a first-come, first-served basis.

D. Each User shall agree to comply with the following conditions and rules:

1. The activity shall be confined to a specific use of the Common Area as described on the Application and will be limited to dates and times specified on the Application and confined to the Common Area.

2. Users shall at all times during its use of the Common Area provide sufficient supervision and maintain adequate control of its members, guests or invitees. Shopping center management, in its sole discretion, shall determine if any User is not appropriately dressed. Any User violating this paragraph may be asked to immediately leave the Shopping Center.

3. In the event that there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining any necessary licenses, authorizations or permits. No unlawful activities shall be permitted in the use of the Common Area including but not limited to the use of alcoholic beverages or gambling.

4. All Users using the Common Area assume liability for and shall indemnify and hold harmless the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees), against and from any and all liabilities, obligations, losses, penalties, claims, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Users (including without limitation the activities of the User's members, officers, directors, employees, agents, contractors, servants within the Shopping Center). The shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees) shall not be liable to any User using the Common Area or any other person on or about the shopping center, the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees).

5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the shopping center management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the shopping center management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of $2,000,000.00 per occurrence with a $2,000,000.00 aggregate, naming the shopping center owner, manager and Simon Property Group, Inc. as additional insured.

6. Unless otherwise permitted by shopping center management the User shall not vend or peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the Shopping Center without prior written approval of shopping center management.

7. The User shall not use any vehicle, motor, camera, lighting device or projector on the Common Area without prior approval of shopping center management. User shall not engage in any fighting or direct the use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterances, gestures or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by shopping center management. If use of vehicles is approved, evidence of auto liability in the amount of $1,000,000.00 combined single limit must be provided.

8. Any person or organization using the Common Area shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the Shopping Center. Management, in its sole discretion, shall determine whether such objectionable conduct has occurred.

9. The Common Area shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the Common Area free from rubbish will be borne by the User.

10. If the Management shall deem the use of the Common Area objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the Common Area.

11. At least 30 minutes before commencing their use, all users of the Common Area shall check in and notify the shopping center management that they are ready to proceed with the scheduled activity.

12. The User shall not obstruct the free flow of pedestrian or vehicular traffic.

13. Shopping center management may in its sole discretion permit or not permit any person or organization to use the common area or require a User to leave the common area and the shopping center without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal.

2018 Race for Literacy Course Security Points

1. Covenanter and parking lot that fronts the Bangok Thai restaurant

2. Covenanter and South Clarizz Blvd.

3. South Clarizz Blvd. and East Buick Cadillac Blvd.

4. East Buick Cadillac Blvd. and south entrance into the College Mall parking lot

5. Covenanter and East Auto Mall Road

Positions 1 and 5 can be done by the same uniformed officer because all people will be past point 1 before anyone will have arrived at Point 5.

Needs four uniformed officers to provide security. Ellettsville Police Department are supplying the officers.

Board of Public Works
Staff Report

Project/Event: Family Night Out

Petitioner/Representative: Bloomington Housing Authority

Staff Representative: Sean Starowitz

Meeting Date: May 1, 2018

Event Date: June 13, 2018

The Bloomington Housing Authority would like to close Summit Street between Monroe and 13th Streets, on Wednesday, June 13, 2018 from 1:00 p.m. – 8:00 p.m. in order to host a Family Night Out event. The event runs from 4:00 p.m. until 7:00 p.m. They are asking for additional time to set up and tear down. There are no side streets between Monroe and 13th. Police, Fire, Transit, Planning & Transportation, and Public Works have all reviewed and approved.

The petitioner also requests a Noise Permit for live music and announcements.

Staff recommends approval of the request.

BOARD OF PUBLIC WORKS
RESOLUTION 2018-36

FAMILY NIGHT OUT

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

WHEREAS, Bloomington Housing Authority has requested use of city streets to conduct a family-friendly event; and

WHEREAS, Bloomington Housing Authority 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 may be utilized: Summit Street between 13th and Monroe Streets.

2. The street closures outlined above are for the purposes of allowing Bloomington Housing Authority to provide a family-friendly event of high quality that is mutually beneficial to participants and the community on Wednesday, June 13, 2018 from 4:00 p.m. to 7:00 p.m.

3. Bloomington Housing Authority shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Bloomington Housing Authority agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Bloomington Housing Authority agrees to close the streets not before 1:00 p.m. on Wednesday, June 13, 2018 and to remove barricades and signage by 8:00 p.m. on Wednesday, June 13, 2018.

4. 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 other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 8:00 p.m. on Wednesday, June 13, 2018.

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 Housing Authority shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.

7. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington Housing Authority, 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 _____DAY OF _____May____, 2018.

BOARD OF PUBLIC WORKS:	**BLOOMINGTON HOUSING AUTHORITY**
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Beth Hollingsworth, Vice President	Printed Name
_____	_____
Dana Palazzo	Position
	_____
	Date

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:	Tara Todd		
Contact Phone:	812-339-3491 ext. 115	Mobile Phone:	
Title/Position:	Resident Service Coordinator		
Organization:	Bloomington Housing Authority		
Address:	1007 North Summit Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	ttodd@blha.net		
Organization E-Mail and URL:	www.bhaindiana.net		
Org Phone No:	812-339-3491	Fax No:	812-339-7177

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

Organization Name:	The BHA invites Community Agencies from all over town. As of right now we do not have an RSVP list, however we typically have approximately 15-20 agencies attend the event as table hosts.		
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:			

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑Run/Walk X Festival ❑ Block Party ❑ Parade ❑ Other (Explain below in Description of Event)	
Date(s) of Event:	Wednesday June 13, 2018	
Time of Event:	Date: 6/13/18 Start: 4:00 pm Date: 6/13/18 End: 7:00 pm	
Setup/Teardown time Needed	Date: 6/13/18 Start: 1:00 pm Date: 6/13/18 End: 8:00 pm	
Calendar Day of Week:	Wednesday	
Description of Event:	Family Night Out is an annual event hosted by the Bloomington Housing Authority. This event is designated to bring resources to residents of the BHA and to strengthen the relationship between the residents and the housing authority. This event serves approximately 200-300 people. Many community agencies come to the event to table, providing materials, referrals, linkage, and resources. Additionally there are games, pizza, popcorn, drinks, prizes, music & more.	
Expected Number of Participants:	200-300	Expected # of vehicles (Use of Parking Spaces to close):

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY,** YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
❑	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
❑	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required
❑	Noise Permit application

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*

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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
❑	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.
❑	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
❑	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)

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

X	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 • 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
X	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 X Not applicable
X	A properly executed Maintenance of Traffic Plan No Parking Signs will be required
X	Noise Permit application ❑ Not applicable
❑	Beer & Wine Permit X Not applicable
X	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.
❑	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
X	Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

X	Determine what type of Event
❑	Complete application with attachment X Detailed Map X Proof of notification to businesses/residents (copy of letter/flyer/other) X Maintenance of Traffic Plan X Noise Permit Application (if applicable) X 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) X Waste and Recycling Plan (if applicable)
❑	Date Application will be heard by Board of Public Works
❑	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)

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		

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

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 Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Family Night Out			
Location of Event:	Bloomington Housing Authority/Summit Street			
Date of Event:	6/13/18	Time of Event:	Start: 4:00 pm	
Calendar Day of Week:	Wednesday		End: 7:00 pm	
Description of Event:	Family Night Out is an annual event hosted by the Bloomington Housing Authority. This event is designated to bring resources to residents of the BHA and to strengthen the relationship between the residents and the housing authority. This event serves approximately 200-300 people. Many community agencies come to the event to table, providing materials, referrals, linkage, and resources. Additionally there are games, pizza, popcorn, drinks, prizes, music & more.			
Source of Noise:	☐ Live Band	☐ Instrument	☒ Loudspeaker	Will Noise be Amplified? ☒Yes ☐No
Is this a Charity Event?	☐Yes ☒No	If Yes, to Benefit:		

Applicant Information

Name:	Tara Todd		
Organization:	Bloomington Housing Authority	Title:	Resident Service Coordinator
Physical Address:	1007 North Summit Street Bloomington, IN 47404		
Email Address:	ttodd@blha.net	Phone Number:	812-339-3491
Signature:		Date:	4/17/18

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	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: _Family Night Out_____
Number of expected attendees: 200-300_____
Number of food vendors: _N/A_____
Number of other vendors: _Approximately 15-20_____

Designated waste and recycling manager: Tara Todd

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
Food Waste	Trash Receptacles
Recycle Waste	Recycling in on-site, designated 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: The BHA will post trash receptacles and recycling containers along Summit Street for disposal. Event staff will monitor to ensure that all waste is disposed of properly. BHA has onsite dumpster and recycle services for removal of waste from site.

Vendor and volunteer education and training: Event staff are trained in BHA waste management policies and are accustomed to following BHA waste management plans in regards to trash and recycling.

Materials and supplies: Trash bins, recycling bins, waste bags & labels.

Designation of duties: Staff stationed along the street will monitor waste areas in their assigned location.

FAMILY Night Out

June 13th, 2018, 4pm-7pm

A night of free popcorn, popsicles, pizza, prizes, games, and entertainment.
The perfect **Family Night Out.**

Bloomington Housing Authority, 1007 N Summit St

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 Housing Authority Family Night Out.

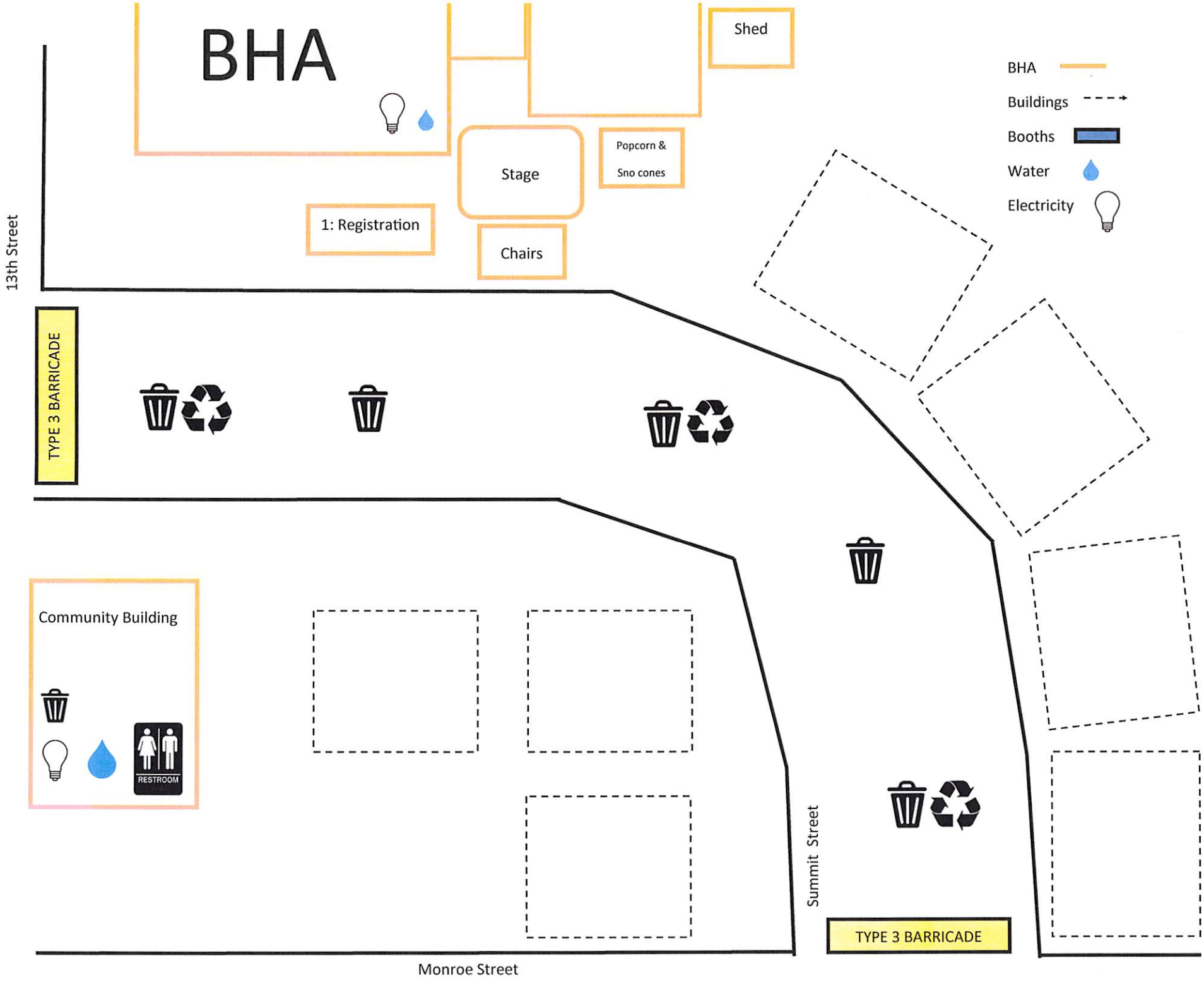
The Board of Public Works meeting to hear this request will be May 1, 2018. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Family Night Out will be on file and may be examined in the Public Works office on the Friday April 27, 2018 prior to the Tuesday May 1, 2018 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: Bloomington Housing Authority
DATE: April 17, 2018


BHA
Shed
BHA
Buildings
Booths
Water
Electricity
Popcorn &
Sno cones
Stage
1: Registration
Chairs
13th Street
TYPE 3 BARRICADE
Community Building
RESTROOM
Summit Street
TYPE 3 BARRICADE
Monroe Street

HAI Group

189 Commerce Court
PO Box 189
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
fax 203-271-2265
www.housingcenter.com

April 12, 2018

Ms. Amber Gress
Assistant Director
Housing Authority of the City of Bloomington
1007 North Summit
Bloomington, IN 47404-

Re: Policy Change - HARRG Policy # HARRG-320-178439-2018

Dear Ms. Gress,

Enclosed please find Endorsement #01-006-01-2018-15 amending the policy as described.

If you have any questions or concerns please contact me at (800) 873-0242 extension 294.

Sincerely,

John Lubszewicz
Underwriting Manager

Enclosures

HAI Group® | 189 Commerce Court, Cheshire, CT 06410 | HAI Group is a registered trademark for a family of companies which includes Housing Authority Risk Retention Group, Inc.; Housing Authority Property Insurance, A Mutual Company; Housing Enterprise Insurance Company, Inc.; and Housing Insurance Services, Inc. (DBA Housing Insurance Agency Services in NY and MI).

HAI Group

Policy Change No. 01-006-01-2018-15 **Change Endorsement**

Special Event Endorsement

Named Insured: Housing Authority of the City of Bloomington
Policy Number: HARRG-320-178439-2018
Policy Effective Date: 02/01/2018 - 02/01/2019
Issue Date: 04/12/2018
Premium:

Effective From: 02/01/2018 at the time of day the policy becomes effective.

Commercial Liability

The Insurance is Amended as follows:

Schedule:

Special Event: Family Night Out
Location: 1007 N. Summit Street, Bloomington, IN 47401
Date: June 13th, 2018
Time: 4:00pm - 7:00pm

Bodily Injury and Property Damage Liability $2,000,000

Personal and Advertising Injury Liability $2,000,000

Additional Insured:
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

This Endorsement modifies insurance provided under the following Coverage Section(s):

1. Bodily Injury and Property Damage Liability – Coverage Section A
   Personal and Advertising Injury Liability – Coverage Section B

The Limits of Liability shown in the Declarations for Coverage Sections A and B are deleted and replaced by the Limits shown in the Schedule for the Special Event described above.

2. Who Is An Insured (Section II.A.) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule if applicable, but only with respect to its liability for bodily injury, property damage or personal and advertising injury arising out of your acts or omissions or the acts or omissions of those acting on your behalf in connection with the Special Event shown in the Schedule, subject to the following additional exclusions.

HAI Group® | 189 Commerce Court, Cheshire, CT 06410 | HAI Group is a registered trademark for a family of companies which includes Housing Authority Risk Retention Group, Inc.; Housing Authority Property Insurance, A Mutual Company; Housing Enterprise Insurance Company, Inc.; and Housing Insurance Services, Inc. (DBA Housing Insurance Agency Services in NY and MI).

HAI Group

Policy Change No. 01-006-01-2018-15 **Change Endorsement**

Special Event Endorsement

This insurance does not apply to any occurrence which takes place after the Special Event in the Schedule has terminated.

This insurance does not apply to liability for bodily injury, property damage or personal and advertising injury arising out of, in whole or in part, the acts or omissions of the additional insured or any person or organization acting on behalf of such additional insured.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section II. B. -- General Aggregate:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   a. Required by the contract or agreement; or
   b. Available under the applicable Limits of Insurance shown in the Schedule

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions contained in the policy remain in full force and effect.

Description: City of Bloomington is added as an additional insured for the designated Special Event Endt. # 01-006-01-2018-15

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HAI Group

189 Commerce Court
PO Box 189
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
fax 203-271-2265
www.housingcenter.com

CERTIFICATE OF INSURANCE

ID: 320, Endorsement: 01-006-01-2018-15 **Issue Date:** 04/12/2018

Insured: Housing Authority of the City of Bloomington

Address: 1007 North Summit
Bloomington, IN 47404-7404

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability [X] Coverage**A**; Bodily Injury and Property Damage Liability: Occurrence [X] Coverage**B**: Personal and Advertising Injury Liability: Occurrence [X] Coverage**E**: Mold, Other Fungi or Bacteria Liability: Claims Made Retro Date: 2/1/04	HARRG-320-178439-2018 **Effective Date:** 02/01/2018 12:01 AM **Expiration Date:** 02/01/2019 12:01 AM	**General Aggregate:** $ 2,000,000 **Per Occurrence:** $ 2,000,000 **Personal and Adv Inj:** $ 2,000,000 **Fire Damage Sub-Limit:** $ 50,000 **Athletic Sport Sub-Limit** **Per Occurrence:** $ 250,000 **Aggregate:** $ 250,000 **Mold, Other Fungi or Bacteria:** $ 100,000

Description: City of Bloomington is added as an additional insured for the designated Special Event Endt. # 01-006-01-2018-15

Certificate Holder: City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

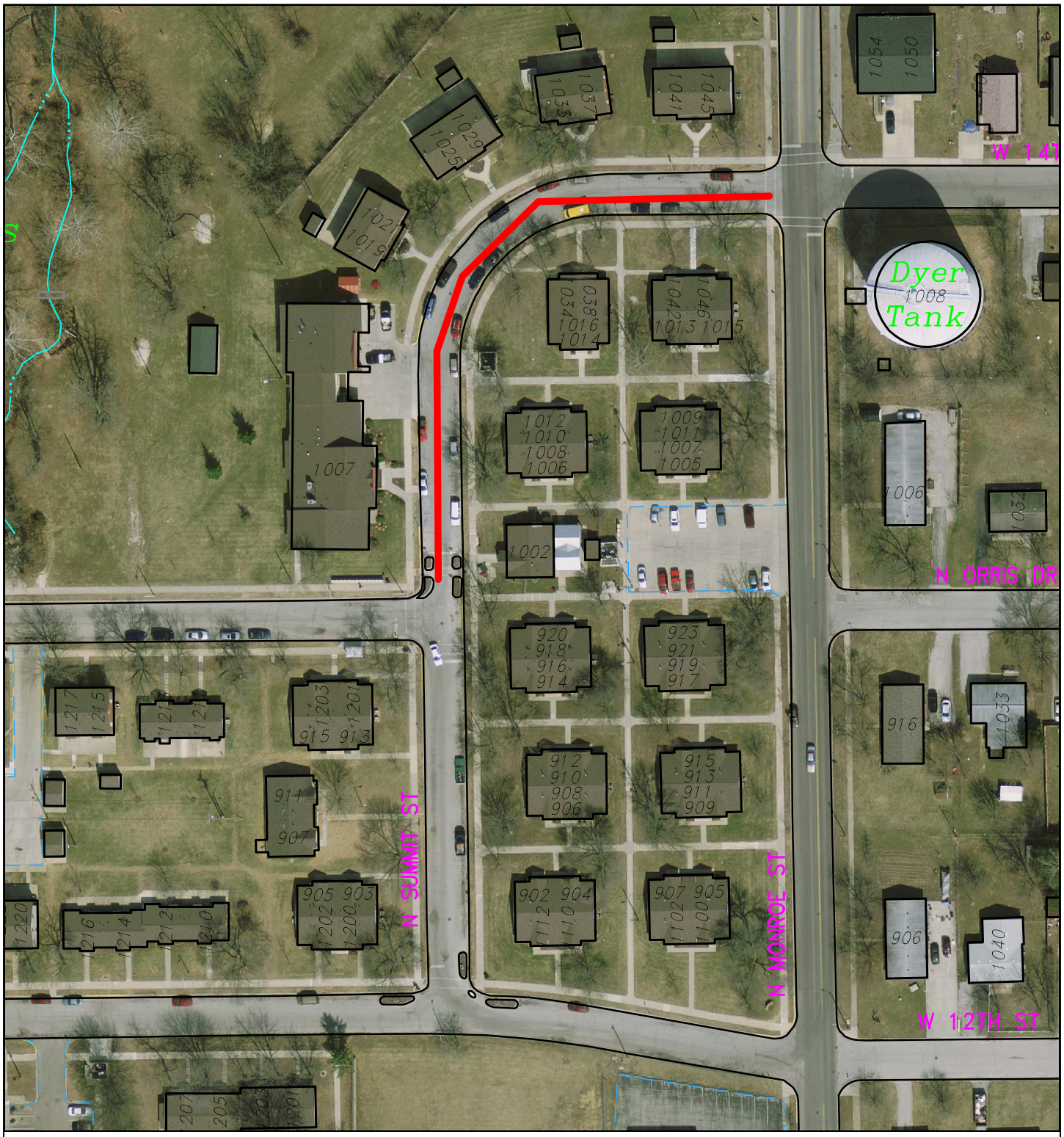
Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Signature of Authorized Representative

HAI Group® | 189 Commerce Court, Cheshire, CT 06410 | HAI Group is a registered trademark for a family of companies which includes Housing Authority Risk Retention Group, Inc.; Housing Authority Property Insurance, A Mutual Company; Housing Enterprise Insurance Company, Inc.; and Housing Insurance Services, Inc. (DBA Housing Insurance Agency Services in NY and MI).



By: smithc
2 Apr 15

100 0 100 200 300

N

City of Bloomington

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: **Lemonade Day**

Petitioner/Representative: **Boys and Girls Club of Bloomington**

Staff Representative: **Sean Starowitz/Brian Payne**

Meeting Date: **May 1, 2018**

The Boys and Girls Club of Bloomington is working with the City of Bloomington, the BUEA, Cook, Inc., Ivy Tech - Bloomington, corporate sponsors, and many community businesses to promote entrepreneurism among youth. Participants in Lemonade Day will construct lemonade stands and place them at business, homes and parks around the community.

The group is requesting permission to locate lemonade stands in the public right of way. The stands will be located throughout Bloomington. All Lemonade Day participants have received permission from adjacent property owners to make sure that they have no objections.

Installation and tear down would take place June 16, 2018. Stands will be in operation from 9am to 5pm.

Staff supports this request.

Recommend X Approval ☐ Denial by Sean Starowitz/Brian Payne

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-37

LEMONADE DAY

WHEREAS, The Boys & Girls Club of Bloomington, Inc., a domestic nonprofit corporation, is providing a program named Lemonade Day, to promote entrepreneurship among youth; and

WHEREAS, through a collaboration with the City of Bloomington ("City"), Ivy Tech - Bloomington, corporate sponsors, and various community businesses and participants, the Boys & Girls Club of Bloomington, Inc. wishes to temporarily install lemonade stands throughout the community on Saturday, June 16, 2018, to be operated between 9:00 am and 5:00 pm, as part of Lemonade Day and is requesting placement of these stands in the public right of way; and

WHEREAS, the City of Bloomington Board of Public Works ("Board") has authority pursuant to Indiana Code § 36-9-2-7 to regulate the use of public ways, including sidewalks; and

WHEREAS, this project is designed to educate youth about entrepreneurship through the operation of lemonade stands and the Boys & Girls Club of Bloomington, Inc. should be permitted to place lemonade stands throughout the City on its public sidewalks; and

WHEREAS, the Boys & Girls Club of Bloomington, Inc. agrees to provide the City with a certificate of insurance demonstrating coverages and limits set forth below, which names the City as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works agrees to allow the Boys & Girls Club of Bloomington, Inc., hereinafter "Sponsor" to temporarily encroach with lemonade stands on public sidewalks around the City under the following conditions:

1. The lemonade stands may encroach on the public sidewalks between 9:00 am and 5:00 pm on June 16, 2018. In the event that any of the stands become unsafe or a nuisance to the general public—which shall be determined in the sole discretion of Economic and Sustainable Development Department staff—then Sponsor shall immediately move the identified stand(s) upon notification by the City, without compensation from the City.
2. Each lemonade stand may have up to three signs. The largest sign cannot exceed eight square feet. The other two signs cannot exceed five square feet.
3. The exact placement of the stands will be determined by Lemonade Day participants and local businesses, in conjunction with Economic and Sustainable Development Department staff, and shall not block access to the sidewalk for pedestrians.
4. Sponsor agrees to maintain the lemonade stands in a safe and attractive manner, and understands that the City of Bloomington will not be responsible for any damage or vandalism to the stands.
5. Sponsor, for itself, its officers, directors, agents, employees, members, successors, and assigns, hereby indemnifies and holds harmless the City of Bloomington, the Board, and the officers, agents, and employees of the City 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 this activity, including, but not limited

to, any claim or claims brought by third parties, whether or not in tort or contract.

6. Sponsor will maintain commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 in the aggregate for the duration of this event, and will provide the City with a certificate of insurance that names the City as an additional insured by June 16, 2018.
7. The Boys and Girls Club has authorized the signatory below to sign this Resolution, accepting these conditions.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox-Deckard, President

_____
Beth Hollingsworth, Vice President

_____
Dana Palazzo

Boys & Girls Club of Bloomington, Inc.

_____
Jeff Baldwin, Director

_____

_____

Date:_____

CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Tabitha Cassani		
Contact Phone:	8122877428	Mobile Phone:	3175228619
Title/Position:	Lemonade Day City Director		
Organization:	Boys & Girls Clubs of Bloomington		
Address:	PO Box 1716		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	LemonadeDay@bgcbloomington.org		
Organization E-Mail and URL:	Lemonadeday.org/Monroe-County		
Org Phone No:	8123325311	Fax No:	

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:	

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*

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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
❑	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.
❑	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
❑	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)

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

❑	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 • 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
❑	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)
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❑	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
❑	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.
❑	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)

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*

☐	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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
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☐	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
☐	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)

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☒	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
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☐	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)

8.
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
☐	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)

For City Of Bloomington Use Only

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

Lemonade Day!™

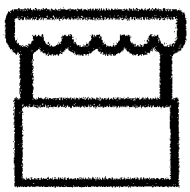
MONROE COUNTY

Lemonade Day is June 16

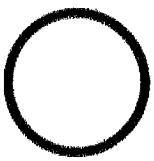
What is Lemonade Day?

Lemonade Day is a fun, experiential program that teaches youth how to start, own and operate their very own business - a lemonade stand. Each year, youth have the opportunity to experience entrepreneurship by setting up a business during a community-wide Lemonade Day. It's a free program!

What will youth learn by participating?

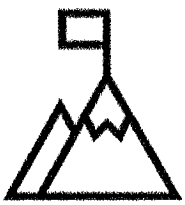


business skills



responsibility

financial literacy



goal setting

teamwork

Ready to get started?

Register at lemonadeday.org/monroe-county and stop by our booth at the STEAMFest at EPS and EIS on May 7th to pick up your tshirt, workbooks and some free lemonade!

Questions? Contact lemonadeday@bgcbloomington.org

BOYSA-1

OP ID: B1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2018

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, Inc.
1405 North College
Bloomington, IN 47404
Lance Eberle
812-355-4602

CONTACT NAME: Barb Hash
PHONE (A/C, No, Ext): 812-355-4602
FAX (A/C, No): 812-331-3233
E-MAIL ADDRESS: barbh@figprotects.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	
INSURER B : Eastern Alliance Insurance	
INSURER C : CSU Producer Resources	13037
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Boys & Girls Club of Bloomington, Inc.
P.O. Box 1716
Bloomington, IN 47402-6108

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR			ETD 0204130	07/26/2017	07/26/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			ETD 0204130	07/26/2017	07/26/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			ETD 0204130	07/26/2017	07/26/2018	AGGREGATE	$ 2,000,000
	DED / X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		03-0000570212	07/26/2017	07/26/2018	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Dir & Offic/EPLI			EMN 0449497	07/26/2017	07/26/2018	Limit	1,000,000
A	Sexual Misconduct			ETD 0204130	07/26/2017	07/26/2018	Limit	1,000,000

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

Re: Lemonade Day 2018

CERTIFICATE HOLDER

Economic & Sustainable Development
Attn: Laurel Waters
P. O. Box 100
Bloomington, IN 47402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara Hash

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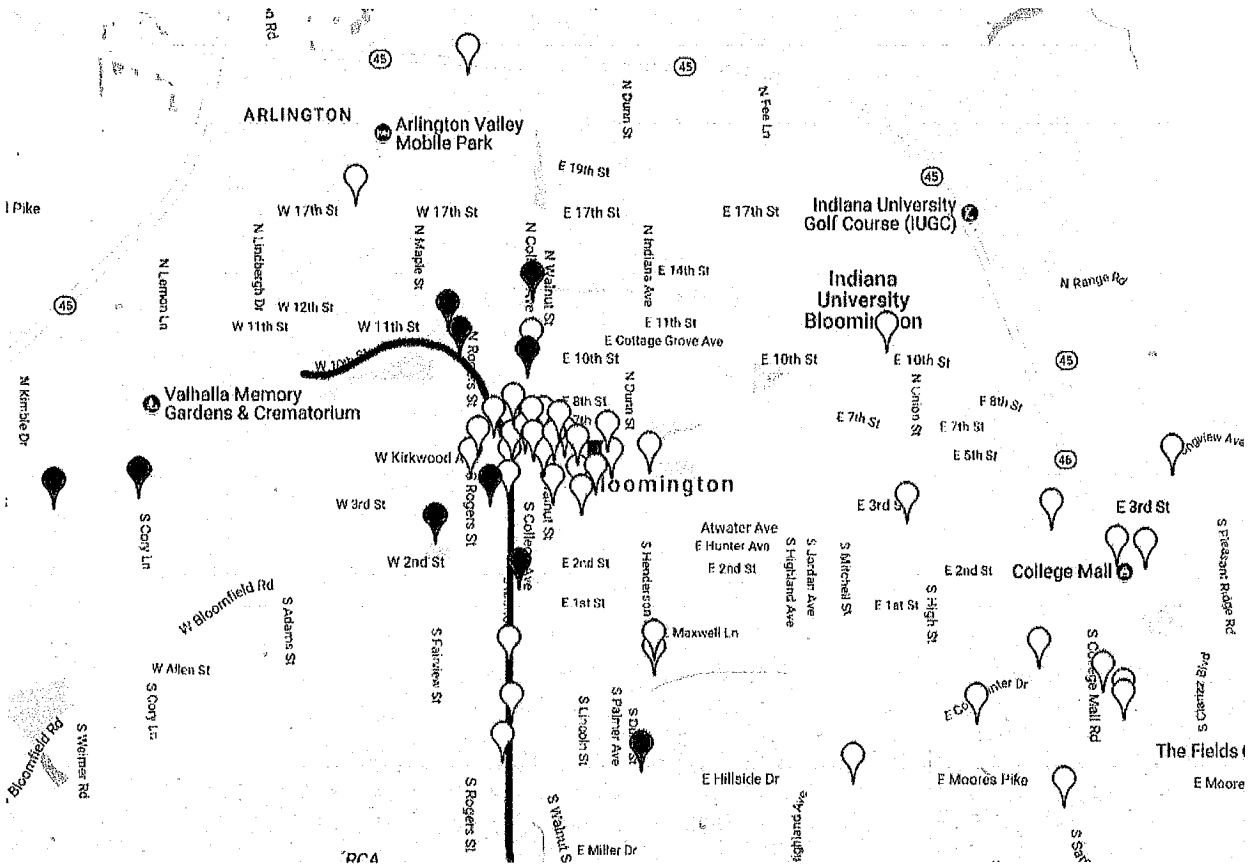
Map of Proposed Rights-of-way Closure

Lemonade Stands should not block or interfere with roadways, metered parking or sidewalks. Most registered participants have not reserved their desired location of stands. Below is a map of 2017 potential site locations.



Waste and Recycling Management Plan

Designated waste and recycling manager: Tabitha Cassani

Each individual lemonade stand will be required to have a trash and recycling bin on site. Each participant will receive education and training to manage the waste and recyclable material created by their lemonade day stand.

Boys & Girls Club will offer a dumpster and recycling bins to participants for end of the day drop-off.

Board of Public Works
Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Darwin Davis – Big Skyd & Associates Inc. dba JD's Taste Chicago

Staff Representative: Laurel Waters

Meeting Date: May 1, 2018

Darwin Davis owner of JD's Taste of Chicago has applied for a renewal of their Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling Chicago hotdogs, fries, Polish sausage, steak burgers, Italian beef sandwiches, chicken sandwiches, fish sandwiches, and chicken wings.

This application is for one (1) year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Laurel Waters

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-38

Mobile Vendor in Public Right of Way
Darwin Davis dba JD's Taste of Chicago

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

WHEREAS, Darwin Davis dba JD's Taste of Chicago ("Vendor") intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of 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; and

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; and

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;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 4, 2018, and ending on April 3, 2019.

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 _____DAY OF MARCH, 2018.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Beth Hollingsworth, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-38** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Darwin Davis dba JD's Taste of Chicago

MOBILE VENDOR LICENSE APPLICATION

CITY OF BLOOMINGTON

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:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	☒ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:	Darwin Davis		
Title/Position:	owner- operator		
Date of Birth:	5/01/1972		
Address:	4007 S. Rogers St.		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	[redacted] DARWIN.JD40@GMAIL.COM		
Phone Number:	(812) 325-4859	Mobile Phone:	(812) 325-4859

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	Big Sky D & Associates INC DBA. JD's Taste of Chicago				
Address of Employer:	4007 S. Rogers St.				
City, State, Zip:	Bloomington, IN 47403				
Employment Start Date:	05/01/2017	End Date (If known):			
Phone Number: Website / Email:					
Company is a:	☐ Limited Liability Corporation (LLC)	☒ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

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

Name	Address
Darwin Davis	4007 S. Rogers St Bloomington, IN 47403
Leslie Davis	4007 S. Rogers St Bloomington, IN 47403

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

Date of incorporation or organization:	5/04/2017
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Chicago Hot Dogs, Fries, Polish Sausage, Steak Burgers, Italian beef sandwiches Chicken Sandwich, Fish Sandwich, Chicken Wings. Grill and fryers		
Planned hours of operation:	* will vary with events T,R - 11am-3pm, 11pm-2Am Wed 11Am-3pm F,S 11Am - 11pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	FOOD TRUCK FRIDAY DOWN TOWN Bloomington	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☐	No ☒
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:

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.

Darwin Davis
Name, Printed

Big Skyd Inc. + Associates
DBA. 50's Taste of Chicago
Signature

05-04-2017
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: Darwin Davis

Signature: B·G SKID ASSOCIATES D.D.A 50'S TASTES of CHICAGO

Date: 05-04-2017

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: Darwin Davis

Signature: Davis & Associates D.B.A. 50's Taste of Chicago

Date: 05-04-2017

RESTAURANT SYSTEMS WORK ORDER

Koorse
FIRE & SECURI

WORK ORDER #

INVOICE TO

SERVICE LOCATION
J.D's Taste of Chicago
Food Truck

EQUIPMENT LINE-UP AT TIME OF ARRIVAL (LEFT TO RIGHT)		Hood: Ft 8 In _____	Duct: Qty 1 Dimensions
FRYER	36" griddle	FRYER	FRYER

INDICATE INSPECTION PERFORMED:	YES	NO	NA
Conduct Hazard Review /System pre check __Verify hazard has not changed or been tampered with			✓
Notify proper personnel and disconnect system for inspection __ Monitoring Co. X_____			✓
Notify customer of fuel and power shutdown requirements __ Confirm location of reset devices and confirm who is to re-light pilots			✓
Notify proper personnel to place system on test __ Verify system disarmed for inspection			✓
Install test link and conduct automatic trip test of detection	✓		
Replace all fusible links. Manufacturer Date 2016 AS NEW	✓		
Conduct test fire of system via remote pull	✓		
Verify shutdown devices and confirm fuel and power is restored	✓		
Verify piping and conduit is secure and conduct air test(If Applicable)	✓		
Check/remove all nozzles to ensure they are clear of debris, wipe off exterior grease and reinstall system	✓		
Is system UL300?	✓		
If YES: Confirm nozzle type, aiming point, and flow capacity of the system Total flow points in system: _____ If NO: Provide a copy of the "Important Notice" X_____(initials)	✓		

INDICATE INSPECTION PERFORMED:	YES
Replace rubber blow off caps annually or as needed	
Check cartridge(s) for weight, hydro, proper type, and replacement X 16 gram **weight(s)**	✓
Replace Cartridge Receiver Gasket **Check regulator test date** X_____ date	
Check tank(s) for hydro, proper agent/level, and corrosion X 2012 **date(s)**	
Replace Burst Disc (annual or as needed only)	✓
Check for excessive grease accumulation. See Comments	
Reset system, notify personnel and rearm for service	✓
Portable Fire Extinguishers Annually- Conduct annual maintenance check and apply plastic tag	
Semi-Annually - Conduct monthly quick check and sign OSHA TAG	
KClass fire extinguisher present	
Exit and Emergency Lighting Are all lights working	
Have lights been inspected per OSHA/KFS guidelines	
System has deficiencies. See comments below	

COMMENTS:

WARNING - READ CAREFULLY BEFORE SIGNING. The above inspection is made for the purpose of checking the mechanical or electrical operation of the suppressic and NOT to determine guarantee, proper capacity, engineering, or original installation. If a more thorough inspection of the fire system is desired or recommended to de proper capacity and installation then it is recommended that a survey and full discharge of the system be performed at an additional cost.
The reverse of this agreement is incorporated herein. Please read carefully. We are not an insurer. Our maximum liability is limited to $250.00. User acknowledges rec copy and that he has read and understands reverse of this agreement.

PRINT CUSTOMER NAME

RESTAURANT SYSTEMS WORK ORDER

Koorser FIRE & SECURIT

WORK ORDER #

INVOICE TO

Pd

SERVICE LOCATION

JD's Taste of Chicago
Food Truck
3568006

CUSTOMER PAYMENT ☐ CASH ☐ CHECK-# _____ ☐ VISA ☐ MC ☐ AMEX CARD # EXP DATE

Replaced The 3 - ~~2L~~ 2L Nozzle's with 2H Nozzle's For proper cover

Replaced The 1- 1L nozzle with a @ 1H nozzle For Proper coverage

RESTAURANT INSPECTION / SERVICE

SYSTEM MFG. @ PYRO CHEM PCL 300

PART NUMBER	QTY	UNIT PRICE	TOTAL
CYLINDERS	1		
99-TEST-REG			
HT-REST			
SYSTEM RECHARGE			
ACT / PIPE INSP			
PIRANHA FLOW TEST			
DISCHARGE PROTECTION			

LINKS

DISCHARGE PROTECTION

PART NUMBER	QTY	UNIT PRICE	TOTAL
BRG360_____ (A K ML)			
BRG500ML	4		
TEST LINK BRGTL1	1		

NOZZLES / CAPS / OTHER

PART NUMBER	QTY	UNIT PRICE	TOTAL
AN77695 (CAPS)			
AN 433208 (METAL CAPS)			
AM12334 (RUBBER CAP)			
BG9197290 (CAPS)			
BRKR97054 (FOILS)			
BRG45 (CART GASKET)			
AN56909 ("O" RING GASKET)			
AN417911 BURST DISC			
AN68800 VENT PLUG			

FIRE EXTINGUISHER INSP. AND SERVICE

QTY	SIZE / TYPE	QTY 6 YEAR	QTY RECH	QTY HYDRO	6YM/RE PRICE	HYDRO PRICE	TOTAL
	5/6#ABC						
	10#ABC						
	K CLASS						
TOTAL						UNIT PRICE	
	INSPECTIONS A M S Q						

TOTAL LEFT 1 _____

EXIT & EMERGENCY LIGHT SERVICE

PART NUMBER	QTY	UNIT PRICE	TOTA
QCK CHK/ANL BAT TEST/90 MIN			
LIGHT INSTALLATION			
BRBT6			
BRBT65S			
BRPRB64			
BRPRB67			
BPPRB612			

PILOT CARTRIDGES

PART NUMBER	QTY	UNIT PRICE	TOT
BRPCC	1		
BRKRC			

TAGS / LABELS

PART NUMBER	QTY	UNIT PRICE	TOTA
KL021_____ KL022_____			
KL023_____ KL024_____			
KL059_____ KL028_____			
KT077			
KT009 (INSPECTION TAG)	2		
KT008 (RED TAG)			
BRKS (R W Y) PULL SEAL	1		
KT023 (NECK COLLARS)			
KT003_____ KT001_____	1		
KL008 _____ KL011_____			

MISCELLANEOUS PARTS

PART NUMBER	QTY	UNIT PRICE	TOTA
BRASBR (BREAK ROD)			
PULL PIN BRNPP			
DISPOSAL PER UNIT			
EE5A H S R			
EE10A H S R			
EEK-H @ 1 nozzle	3		
B2600			
1H nozzle	1		

TOTAL RIGHT 2 _____

CUSTOMER [signature] DATE 5/17/17

TRUCK # 1105 TECHNICIAN Jim Buck DATE 5/17/17

TOTAL LEFT 1 _____
TOTAL RIGHT 2 _____
TAX _____
INSPECTION TOTAL _____
TOTAL $ _____

KF-017 REV (4/13) FILE COPY

ServSafe
National Restaurant Association

Certificate of Achievement

ANSI
ANSI ACCREDITED PROGRAM
CERTIFICATE ISSUER
#0655

This certificate is awarded to

DARWIN DAVIS

Congratulations! You have completed

ServSafe® Food Handler

Employee Food Safety Online Course and Exam

Certificate Number 2891965 Date 5/4/2017

Expiration Date 5/4/2020

National Restaurant Association
175 W. Jackson Blvd, Ste. 1500
Chicago, IL 60604-2814
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

ServSafe
National Restaurant Association

Certificate of Achievement

ANSI
ANSI ACCREDITED PROGRAM
CERTIFICATE ISSUER
#0655

This certificate is awarded to

LESLIE DAVIS

Congratulations! You have completed

ServSafe® Food Handler

Employee Food Safety Online Course and Exam

Certificate Number 2889318 Date 5/3/2017

Expiration Date 5/3/2020

National Restaurant Association
175 W. Jackson Blvd, Ste. 1500
Chicago, IL 60604-2814
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

(c) National Restaurant Association (NRA). Employee Food Safety Online Course and Exam is a trademark of the NRA. Certificate is valid only if issued by an NRA-approved ANSI-accredited certificate issuer.
0552-2 - 0110

Mobile Food Service Establishment

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

JD'S TASTE OF CHICAGO
DARWIN DAVIS
4007 S ROGERS ST
BLOOMINGTON, IN 47403

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.

2017

Issued MAY 19 2017

By Thomas W Shepherd

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of

BIG SKYD & ASSOCIATES INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 04, 2017.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 04, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201705041194098 / 7589556

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/04/2017 10:42 AM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Business Corporation Law.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	201705041194098
BUSINESS TYPE	Domestic For-Profit Corporation
BUSINESS NAME	BIG SKYD & ASSOCIATES INC
PRINCIPAL OFFICE ADDRESS	4007 S Rogers St, Blmgtn, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME	Leslie Davis
ADDRESS	4007 S Rogers St, Blmgtn, IN, 47403, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION	Perpetual
EFFECTIVE DATE	05/04/2017

ARTICLE IV - PRINCIPAL(S)

No Principal on record.

ARTICLE V - INCORPORATOR(S)

NAME	Darwin Davis
ADDRESS	4007 S Rogers St, Bloomington, IN, 47403, USA
NAME	Leslie Davis
ADDRESS	4007 S Rogers St, Bloomington, IN, 47403, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES	10

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/04/2017 10:42 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS CORPORATION LAW AS AMENDED, EXECUTES THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 4, 2017**

SIGNATURE	Darwin Davis
TITLE	Incorporator

SIGNATURE	Leslie Davis
TITLE	Incorporator

Business ID : 201705041194098
Filing No : 7589556

EFTPS®
Electronic Federal Tax Payment System

4/20/2017

P: 14 T:86 10020026 PP1B-000025467
BIG SKYD & ASSOCIATES INC
JDS TASTE OF CHICAGO III
4007 S ROGERS ST
BLOOMINGTON IN 47403-4823

TIN/EIN
(Taxpayer Identification Number/Employee Identification Number)

82-1232615

PIN
(EFTPS Personal Identification Number)

6893

Dear Big Skyd & Associates Inc,

As a new business with a likely federal tax deposit obligation, you were enrolled in the Electronic Federal Tax Payment System (EFTPS), a free service of the U.S. Department of the Treasury.

To start making payments via EFTPS, follow these steps:

1. **Call 1.800.555.3453.** Enter your EIN and the four-digit PIN that appears in the box above. If you're calling from outside the U.S., please call 1.303.967.5916.
2. **Enter your financial institution information,** including account number, bank routing number, and account type (savings or checking) when instructed. The voice response system will repeat the number you entered so you can either confirm or correct the number.
3. **Re-enter your PIN.**
4. **Enter the phone number** of the person to contact if we have questions about your EFTPS enrollment. This could be you or a member of your staff.
5. **Record the enrollment number** and keep for future reference.

After you've completed your enrollment, you can make payments at **EFTPS.gov** or via the phone by following the steps listed on reverse side of this letter.

Please note: While you can schedule a payment as soon as you activate your enrollment, payments must be scheduled by 8 p.m. ET the day before the due date to be timely. The funds will move out of your bank account on the payment settlement date you select. Payments can be scheduled up to 365 days in advance.

If a payroll company, accountant, or other third party makes any federal tax payments for you, be sure to review this information with that entity.

If you need further assistance, please call customer service 24 hours a day, 7 days a week at 1.800.555.4477. If you are calling from outside the U.S., call 1.303.967.5916.

2017005992 FIRM $11.00
05/08/2017 01:07:39P 1 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

CERTIFICATE OF ASSUMED BUSINESS NAME

For persons (sole proprietorship; associations; or general partnerships) engaged in business under a name other their own (DBA)

STATE OF INDIANA, COUNTY OF Monroe

NAME OF BUSINESS: JD's Taste of Chicago

NATURE OF BUSINESS: Food Truck Business

ADDRESS OF BUSINESS: 4007 S. Roger St Bloomington In 47403

PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS:

Darwin Daks AT 4007 S. Roger St Bloomington In 47403
Name Address

_____ AT _____
Name Address

_____ AT _____
Name Address

_____ AT _____
Name Address

FORM PREPARED BY: _____

SECTION TO BE COMPLETED BY/IN PRESENCE OF NOTARY PUBLIC

I hereby certify that I have personal knowledge of the facts stated above and that each of them are true.

Member's Signature	Printed Name	Capacity
	Darwin Daks	Mobile Food Truck Business

Subscribe and sworn to before me, this 8 *day of* May, 2017.

Signature of Notary	Printed Name	County of Residence
	Christopher D. Noel	Lawrence

NOTARY PUBLIC SEAL INDIANA
CHRISTOPHER D. NOEL
Residing In Lawrence County
My Commission Expires
February 5, 2025

(Notaries only) my commission expires 2/5/2025

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Darwin Daks

State Form 48099 (R4/1-17)
Approved by State Board of Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
6	25	05/04/2017	05/01/2017	53 - MONROE	N	17	7548968	GT	9		N		

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	TYPE	COLOR
4/7/2018	NONE OF THE ABOVE	1992	CHE	P30	1GBHP32J9N3316514	TK	DBL/

	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	12.00	0.00	0.00	12.00	25.00	0.00	30.35	0.00	67.35
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE
TRUCK 9,000 GENERAL TRUCK NEW FORMAT

DARWIN S DAVIS
4007 S ROGERS ST
BLOOMINGTON, IN 47403-4823

C
JA

IMPORTANT REGISTRATION INFORMATION

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

STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: DARWIN S DAVIS
DOB: 05/01/1972
STATUS: VALID as of 05/04/2017
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 4th of May, 2017.

Mark E. Dehn, Director of Driver Records

OFFICIALLY CERTIFIED BUREAU OF MOTOR VEHICLES BMV INDIANA RECORD

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

STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 05/04/2017 7:16 pm

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

DARWIN S DAVIS
4007 S ROGERS ST
BLOOMINGTON, IN 47403-4823

License number: 8970-76-8469
License type: OPERATOR
License expires: 05/01/2019
License status: VALID

Birth date: 05/01/1972 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 6'1" Weight: 200lbs Hair color: BLACK Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
8	Suspension	FAILURE TO APPEAR CASE 53C021002IF01924 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	08/02/2010	11/24/2010	08/02/2010	4	
7	Suspension	FAILURE TO APPEAR CASE 28D010909IF3210 GREENE SUPERIOR Phone: (812) 384-3492 Offense: SPEEDING	02/12/2010	02/17/2010	02/15/2010	4	
6	Suspension	FAILURE TO PAY CASE 49F310810IF239034 MARION MUNICIPAL #31 Phone: (317) 327-5738 Offense: SPEEDING	01/06/2009	03/05/2009	12/24/2008	4	
5	Suspension	FAILURE TO PAY	01/06/2009	03/05/2009	12/24/2008	4	

** Continued on Next Page **

		CASE 49F310810IF239034 MARION MUNICIPAL #31 Phone: (317) 327-5738 Offense: CHILD RESTRAINT VIOLATION				
1	Suspension	FAILURE TO APPEAR CASE 53C059101IF0194 MONROE CIRCUIT #5 Phone: (812) 349-2602 Offense: SPEEDING	06/18/1991	07/22/1992	06/05/1991	01

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs
08/09/2010	4	SPEEDING 76/55	05/31/2010	BARTHOLOMEW SUP. #2 / 03D021006IF04998		
11/24/2010	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	02/16/2010	MONROE CIRCUIT #2 / 53C021002IF01924		
02/17/2010	4	SPEEDING 70/50	09/19/2009	GREENE SUPERIOR / 28D010909IF3210		
11/16/2008	0	CHILD RESTRAINT VIOLATION	08/31/2008	MARION MUNICIPAL #31 / 49F310810IF239034	5	
11/16/2008	4	SPEEDING 70/45	08/31/2008	MARION MUNICIPAL #31 / 49F310810IF239034	6	
10/09/2007	2	SPEEDING 69/55	09/17/2007	MONROE CIRCUIT #2 / 53C020709IF17198		

** Continued on Next Page **

10/09/2007	2	SPEEDING 70/60	08/26/2007	MONROE CIRCUIT #2 / 53C020709IF16582
08/04/2003	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	07/06/2003	MOORESVILLE TOWN / 55I010307IF01381
05/17/1996	4	SPEEDING 72/55	03/18/1996	MOORESVILLE TOWN / 55I019603IF0441
03/02/1994	2	SPEEDING 70/55	12/31/1993	MONROE CIRCUIT #7 / 53C079401IF00237
01/24/1994	2	SPEEDING 70/55	11/03/1993	MONROE CIRCUIT #7 / 53C079311IF09980
03/22/1993	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	01/05/1993	MONROE CIRCUIT #7 / 53C079301IF00810
09/09/1992	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	07/19/1992	MONROE CIRCUIT #5 / 53C0592077247
07/24/1992	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	01/21/1992	MONROE CIRCUIT #5 / 53C059201IF0780
07/22/1992	6	SPEEDING 81/55	01/08/1991	MONROE CIRCUIT #5 / 53C059101IF0194

** Continued on Next Page **

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	07/09/2013	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
5	09/01/2010	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
4	04/30/1999	3821 WOODMERE COURT	BLOOMINGTON	IN	47403
2	09/03/1993	4540 GIFFORD RD	BLOOMINGTON	IN	47404
1	05/13/1991	4550 GIFFORD RD #F	BLOOMINGTON	IN	47401

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	07/09/2013	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
5	09/01/2010	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
3	04/30/1999	3821 WOODMERE COURT	BLOOMINGTON	IN	47403

Credential Issuance

Interim Credential Issue Date: 7/9/2013, Expiration Date: 8/8/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4889009

Issue Date: 07/09/2013, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2019

Interim Credential Issue Date: 2/19/2010, Expiration Date: 3/5/2010, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 302313

Issue Date: 02/19/2010, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2013

Issue Date: 03/05/2009, Duplicate License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2013

Issue Date: 12/08/2006, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2013

Issue Date: 07/07/2003, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2007

Issue Date: 04/30/1999, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2003

Remarks

Remark Date:11/18/2010 Driver Safety Program (DSP) completed on 11/4/2010 12:00:00 AM for 4 points

** Continued on Next Page **

Remark Date:01/10/2008 Driver Safety Program (DSP) completed on 1/9/2008 12:00:00 AM for 4 points

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

GEICO
Commercial Auto

In association with

NATIONAL INDEMNITY
group of insurance companies

1314 Douglas Street, Suite 1400 • Omaha, Nebraska 68102-1944

Policy Summary

DARWIN DAVIS
DBA: JD'S TASTE OF CHICAGO
4007 S ROGERS ST
BLOOMINGTON, IN 47403

Policy Term: **04/19/2017 12:03 PM** to **04/19/2018 12:01 AM**
Policy Number: **73APG077035-01**
Business Description: **FOOD TRUCK**

Below information as of Endorsement #3, effective on 05/04/2017 1:00 PM.

Coverage Information

Coverage	Limit
Liability - Bodily Injury (BI) & Property Damage (PD) Liability applies to scheduled autos only.	$100,000 BI each person / $300,000 BI each occurrence / $50,000 PD each occurrence
Uninsured Motorist - Bodily Injury (BI) & Property Damage (PD)	$100,000 BI each person / $300,000 BI each occurrence / $50,000 PD each occurrence
Underinsured Motorist - Bodily Injury (BI)	$100,000 BI each person / $300,000 BI each occurrence
Medical Payments	$5,000
Physical Damage	See Vehicle Information. Only covered if a value and deductible are listed.
Physical Damage (TIV)	$75,000

Drivers

Name	Date of Birth
DARWIN DAVIS	05/01/1972
LESLIE DAVIS	09/17/1972

Vehicle Information

1. 1992 GMC P30
VIN: 1GBHP32J9N3316514
Physical Damage Stated Value: $75,000
Comprehensive Deductible: $500
Loss Payee: THE PEOPLES STATE BANK
601 EAST TEMPERANCE
ELLETTSVILLE, IN 47429

Radius: 50 miles
Garaging City, State: BLOOMINGTON, IN
Garaging Zip Code: 47403
Collision Deductible: $1,000

Interested Third Parties

Certificate Holders

THE PEOPLES STATE BANK 601 EAST TEMPERANCE ELLETTSVILLE, IN 47429

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2017 3:33 PM

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
GEICO Insurance Agency, Inc.
1 GEICO Blvd
Fredericksburg, VA 22412

CONTACT NAME: GEICO Insurance Agency, Inc.
PHONE (A/C. No. Ext):
FAX (A/C. No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL LIABILITY & FIRE INSURANCE	20052
INSURER B: COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DARWIN DAVIS DBA: JD'S TASTE OF CHICAGO
4007 S ROGERS ST
BLOOMINGTON, IN 47403

COVERAGES CERTIFICATE NUMBER: 280,686 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS – COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE AUTHORITY			73APG077035-01	04/19/2017 12:03 PM	04/19/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$ N/A
	ANY AUTO						BODILY INJURY (Per Person)	$ 100,000
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 50,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E. L. EACH ACCIDENT	$
							E. L. DISEASE – EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E. L. DISEASE – POLICY LIMIT	$
								$
								$

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

Year, Make, Model, VIN	Collision	Comp or Spec. Caus	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
1992 GMC P30 1GBHP32J9N3316514	Covered	C	75,000	500/1000		

CERTIFICATE HOLDER
CITY OF BLOOMINGTON
401 NORTH MORTON ST
BLOOMINGTON, IN 47404

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION TNW Automotive

INSPECTOR'S NAME Fred Franklin INSPECTOR'S PHONE # 812.339.5885

DATE OF INSPECTION 5/5/17

TAXICAB COMPANY

VEHICLE YEAR 1992 MAKE Chevrolet MODEL P30

VIN 1GBHP3259N3316514

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

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

Additional Comments by Inspector:

Inspector Signature Fred Frankl

Date: 5-5-17

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

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

Food Vendor Certificate

Date: 05/18/2017

Business Name: JD s Taste of Chicago

Address: 4007 S ROGERS ST
Bloomington, IN 47403

Phone:

The following permit has been issued:

Permit No. 17-0018

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/18/2017
Effective Date: 05/18/2017
Expiration Date: 05/18/2018

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

Timothy N Clapp 5/18/2017

Inspector: Tim Clapp **Date**

JD'S Taste of Chicago

PAYMENT DATE
05/26/2017

COLLECTION STATION
26 Parking Enforcement

RECEIVED FROM
DARWIN DAVIS

DESCRIPTION
1 YEAR FOOD TRUCK

City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

Laurel

BATCH NO.
2017-05005409

RECEIPT NO.
2017-00094650

CASHIER
Lori Beasley

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
04-101-0000-1020	101 Econ Dev Permits 1 YEAR FOOD TRUCK	$350.00

Payments:

Type	Detail	Amount
Cash		$350.00

Total Cash	$350.00
Total Check	$0.00
Total Charge	$0.00
Total Wire	$0.00
Total Other	$0.00
Total Remitted	$350.00
Change	$0.00
Total Received	$350.00

Total Amount: $350.00

Customer Copy

Form Prescribed by State Board of Accounts

Reorder from CJ Business Forms 1(888) 967-1500 or (440) 967-1500

RECEIPT

CITY OF BLOOMINGTON, IN. - PUBLIC WORKS DEPARTMENT

00740

ESD FUND

BLOOMINGTON IN., 5/26 2017

RECEIVED FROM Darwin Davis / JDS Taste of Chic. $350.00

THE SUM OF Three hundred and fifty dollars — 100 DOLLARS

ON ACCOUNT OF Food Cart - 1yr

PAYMENT TYPE & AMOUNT

CASH ✓ CHECK M.O.

E.F.T. C.C./B.C. OTHER

LR

AUTHORIZED SIGNATURE

Brian Payne
812-349-3419
(cell) 651-500-9968

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

Special Event Consent

This letter authorizes JD's Taste of Chicago (Name of mobile vendor), to conduct solicitation within one-block radius of the following Special Event: Tire & Wheel Center (Name of Special Event).

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

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

Special Event Representative:

Name: Fred Franklin

Signature: Fred Franklin

Date: _____

Telephone Number: _____

Mobil Vendor:

Name: Darwin Davis

Signature: [signature]

Date: 05/26/17

Telephone Number: (812) 325-4859

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

Special Event Consent

This letter authorizes JD's Taste of Chicago (Name of mobile vendor) to conduct solicitation within one-block radius of the following Special Event: Henry Hill Apartments (Name of Special Event).

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

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

Special Event Representative:

Name: Tom Nilinger

Signature:

Date:

Telephone Number: 812-327-6000

Mobil Vendor:

Name: Darwin Banks

Signature:

Date:

Telephone Number: 812-325-4859

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

Special Event Consent

This letter authorizes JD's Taste of Chicago, to conduct solicitation
(Name of mobile vendor)
within one-block radius of the following Special Event: Tire & Wheel Center.
(Name of Special Event)

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

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

Special Event Representative:

Name: Fred Franklin

Signature: Fred Franklin

Date: 5/26/17

Telephone Number: (812) 339-5885

Mobil Vendor:

Name: Darwin Davis

Signature:

Date: 05/26/17

Telephone Number: (812) 325-4859

JDSTAST-01 NOVAHKLEIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/26/2017

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 License # 1001090
Commercial Insurance.NET LLC
2420 Springer Drive
Suite 100
Norman, OK 73069

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 907-5267 FAX (A/C, No): (405) 366-8817
E-MAIL ADDRESS: certs@commercialinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JD's Taste of Chicago
4007 S Roger St
Bloomington, IN 47403

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CL 1812546	05/25/2017	05/25/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Laurel Waters
401 N Morton
Ste 160
Bloomington, IN 47401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER
1700143207002

COPY

JDS TASTE OF CHICAGO
4007 S ROGERS ST
BLOOMINGTON, IN 47403-4823

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

TID: 0160915163
LOC: 001
FID: 82-1232615/0
ISSUED: 05/26/2017
EXPIRES: 05/31/2019

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

BIG SKYD ASSOCIATES INCORPORATED
4007 S ROGERS ST
BLOOMINGTON, IN 47403-4823

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear JDS TASTE OF CHICAGO:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be MONTHLY. Your business application indicated the start date of the business as 05/01/2017. Therefore, your first tax payment is due 06/30/2017.

Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

New Businesses Required to File Online
As a new business, you also are required to file your sales and/or withholding taxes electronically. **A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INtax**, the state's free online filing program.

With INtax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INtax are highly satisfied with it. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code, 50665E29-0BF9-02DE-E053-0A1318408173.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue

ATTN: Darwin Davis
812-330-0200

JD's
Taste Of Chicago
812.325.4859

JD's
Taste Of Chicago
812.321.6059
CHICAGO

Board of Public Works
Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: James Ricker – dba inBloom Juicery

Staff Representative: Laurel Waters

Meeting Date: May 1, 2018

James Ricker, owner of inBloom Juicery, has applied for a Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling fruit juice smoothies and fresh-squeezed juices, poke bowls with tuna/salmon, and chopped fruit and almond milk juice bowls.

This application is for one (1) year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Laurel Waters

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-39

Mobile Vendor in Public Right of Way
James Ricker dba inBloom Juicery, LLC

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

WHEREAS, James Ricker dba inBloom Juicery, LLC ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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; and

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;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 4, 2018, and ending on April 3, 2019.

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 _____DAY OF MAY 2018.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Beth Hollingsworth, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-39** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
James Ricker dba inBloom Juicery, LLC

MOBILE VENDOR LICENSE APPLICATION

CITY OF BLOOMINGTON

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:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	☒ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:	James Ricker		
Title/Position:	Owner: inBloom Juicery		
Date of Birth:	05/26/1991		
Address:	1411 N Kinser Pike		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	james@inbloomjuicery.com		
Phone Number:	3175072209	Mobile Phone:	3175182322

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	inBloom Juicery				
Address of Employer:	338 S Walnut St. #1				
City, State, Zip:	Bloomington, IN, 47404				
Employment Start Date:	06/01/2015	End Date (If known):			
Phone Number:	3175182322				
Website / Email:	www.inbloomjuicery.com / hello@inbloomjuicery.com				
Company is a:	☐ Limited Liability Corporation (LLC)	☒ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

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

Name	Address
James Ricker	1411 N Kinser Pike, Bloomington 47404

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

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

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

Cold-pressed juice bottled in our commercial kitchen at The Fresh Fork to be sold on the trailer. Poke Bowls consisting of rice from electric rice cooker, tuna/salmon, and chopped raw vegetables. Smoothies and smoothie bowls – made on the truck and consist of a fruit and almond milk blend topped with granola and chopped fruits.		
Planned hours of operation:	10am-8pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food Truck Friday, Kirkwood's approved vendor locations and the like.	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☒	No ☐
(If Yes) Provide details	We started as a mobile pushcart almost three years ago here in Bloomington.	

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:

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.

James Ricker, owner inBloom Juicery
Name, Printed

J.R. Ricker
Signature

4-18-18
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: James Ricker, Owner mBloom Juicery

Signature: J.R. Ricker

Date: 4-18-18

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: JR Ricker, owner inBloom Juicing

Signature: JR Ricker

Date: 4-18-18

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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
13	2	04/17/2018	08/09/2017	53 - MONROE	R	18	AAN972	SP	11	17	N	SP	AAN972

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	TYPE	COLOR
1/31/2019	Bloomington	2016	GMC	SIE	1GTN1LEC1GZ902086	TR	GRY/

	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	225.00	0.00	0.00	225.00	25.00	0.00	45.35	15.00	310.35
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE

IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000

INBLOOM JUICERY LLC / J RICKER
1411 N KINSER PIKE
BLOOMINGTON, IN 47404-2303

C
TH

IMPORTANT REGISTRATION INFORMATION

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

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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		04/17/2018	04/11/2018	53 - MONROE	N	19	8609196	GP	9		N		

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	TYPE	COLOR
1/31/2020	NONE OF THE ABOVE	2018	EMP		7F81E182XJD003228	TR	WHI/

	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	8.00	0.00	0.00	8.00	40.00	0.00	25.35	0.00	73.35
PRIOR YEAR TAX	6.67	0.00	0.00	6.67	40.00	0.00	0.00	0.00	46.67

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 9,000

INBLOOM JUICERY LLC
1411 N KINSER PIKE
BLOOMINGTON, IN 47404-2303

C
TH

IMPORTANT REGISTRATION INFORMATION

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

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	04/17/2018	1411 N KINSER PIKE	BLOOMINGTON	IN	47404-2303
5	11/17/2015	3637 E BRYN MAWR DR	BLOOMINGTON	IN	47401-7887
3	02/13/2015	1708 N FEE LN	BLOOMINGTON	IN	47408-1618
2	06/21/2012	6625 GREENRIDGE DR	INDIANAPOLIS	IN	46278-1183
1	12/02/2006	6390 ROBINSROCK DR	INDIANAPOLIS	IN	46268-4055

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	04/17/2018	1411 N KINSER PIKE	BLOOMINGTON	IN	47404-2303
4	11/17/2015	1708 N FEE LN	BLOOMINGTON	IN	47408-1618
3	02/13/2015	1708 N FEE LN	BLOOMINGTON	IN	47408-1618
2	06/21/2012	6625 GREENRIDGE DR	INDIANAPOLIS	IN	46278-1183
1	12/02/2006	6390 ROBINSROCK DR	INDIANAPOLIS	IN	46268-4055

Credential Issuance

Interim Credential Issue Date: 4/17/2018, Expiration Date: 5/17/2018, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 12154579

Issue Date: 04/17/2018, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/26/2024

Interim Credential Issue Date: 6/21/2012, Expiration Date: 7/21/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 3007765

Issue Date: 06/21/2012, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/17/2018

Issue Date: 08/14/2007, Issue Operator, OPERATOR (4 YR), Endorsements: None, Restrictions: None, Expiration Date: 05/26/2012

Issue Date: 12/02/2006, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 12/31/2007

Remarks

No Remarks were found.

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

JAMES RICKER

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

License type: OPERATOR

License status: VALID

As of 04/18/2018 5:19 pm
IINT

Current points: 0

Endorsements: None

Pending Endorsements:None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
1	Suspension	FAILURE TO PAY CASE 49G131003IF026124 MARION SUP CRIMINAL DIV 13 Phone: (317) 327-5738 Offense: SPEEDING	06/12/2010	06/14/2010	05/26/2010	1	

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points!)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
05/24/2010	2	SPEEDING 60/45	03/10/2010	MARION SUP CRIMINAL DIV 13 / 49G131003IF026124	1		No	No

Tom Cherry Mufflers

RECEIPT

1203 N. College
Bloomington, IN 47404
812 323 1456
www.tomcherrybtown.com

RECEIPT NO. 153837
DATE April 18, 2018
CUSTOMER ID

CUSTOMER InBloom Juicery LLC

SOLD BY	CASH	CHARGE	CHECK	VEHICLE
MP				2016 GMC Sierra/ Food Trailer

PARTS

QTY	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
			TOTAL (PARTS)	0

LABOR

1.00	Inspect vehicles as per city	$ 37.50		37.50
	requirements			
		TOTAL DISCOUNT		
			SUBTOTAL	$ 37.50
			SALES TAX	7.00%
			TAX AMOUNT	$ -
			TOTAL	$ 37.50

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Tom Cherry Muffler

INSPECTOR'S NAME Mitchell Price INSPECTOR'S PHONE #

DATE OF INSPECTION 4/18/18

TAXICAB COMPANY

VEHICLE YEAR 2018 MAKE Empire Cargo Trailers MODEL

VIN 7F8IE182XJD003228

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN			
WINDSHIELD WIPERS			
MIRRORS			
SEATBELTS	✓		
BUMPER HEIGHT	✓		
ALL WINDOWS			
MUFFLER			
TIRES	✓		90% tread
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
812-349-3419

Additional Comments by Inspector:

Inspector Signature

Date: 4/18/18

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

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

Additional Comments by Inspector: Cargo trailer

Inspector Signature

Date: 4/18/16

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

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Tom Cherry Muffler

INSPECTOR'S NAME Mitchell Price INSPECTOR'S PHONE # 812-827-8484

DATE OF INSPECTION 4/18/18

TAXICAB COMPANY

VEHICLE YEAR 2016 MAKE GMC MODEL Sierra

VIN 1GTN1LEC1GZ902086

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN	✓		
WINDSHIELD WIPERS	✓		
MIRRORS	✓		
SEATBELTS	✓		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER	✓		
TIRES	✓		40% front 60% rear
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		minor body damage pass. side bed

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

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
04/18/2018 05:03 PM

Business Details

Business Name: **INBLOOM JUICERY LLC**

Entity Type: **Domestic Limited Liability Company**

Creation Date: **03/11/2014**

Principal Office Address: **1411 N Kinser Pk, Bloomington, IN, 47404 - 2303, USA**

Jurisdiction of Formation: **Indiana**

Business ID: **2014031200146**

Business Status: **Past Due**

Inactive Date:

Expiration Date: **Perpetual**

Business Entity Report Due Date: **03/31/2018**

Years Due: **2018/2019**

Principal Information

Title	Name	Address
President	James R Ricker	1411 N Kinser Pk, Bloomington, IN, 47404 - 2303, USA

Registered Agent Information

Type: **Individual**

Name: **JAMES RICKER**

Address: **1411 N Kinser Pk, Bloomington, IN, 47404 - 2303, USA**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0237400009
Sep. 25, 2015 LTR 4086C 0
46-5502162 201412 14
Input Op: 0227134170 00017174
BODC: SB

INBLOOM JUICERY LLC
JAMES RICHARD RICKER SOLE MBR
3637 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887

018945

Taxpayer Identification Number: 46-5502162
Tax Period(s): Dec. 31, 2014

Mobile Food Service Establishment

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

IN BLOOM JUICERY
JAMES RICKER
3637 E. BRYN MAWR DR
BLOOMINGTON, IN 47401

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.

2018

Issued MAR 23 2018

By Thomas W Shafer

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

INBLO-1

OP ID: LS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2018

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
812-334-2400
ISU Ins Svcs-The May Agency
1327 N. Walnut St. PO Box 1669
Bloomington, IN 47402
Lisa M Slone

CONTACT NAME: Lisa M Slone
PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646
E-MAIL ADDRESS: lslone@mayagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Group	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
InBloom Juicery, LLC
James Ricker
338 S. Walnut St, Ste 1
Bloomington, IN 47401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		09703776	04/27/2017	04/27/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Bloomington Department of
Economic & Sustainable
Development
401 N Morton Street
Bloomington, IN 47404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Slone

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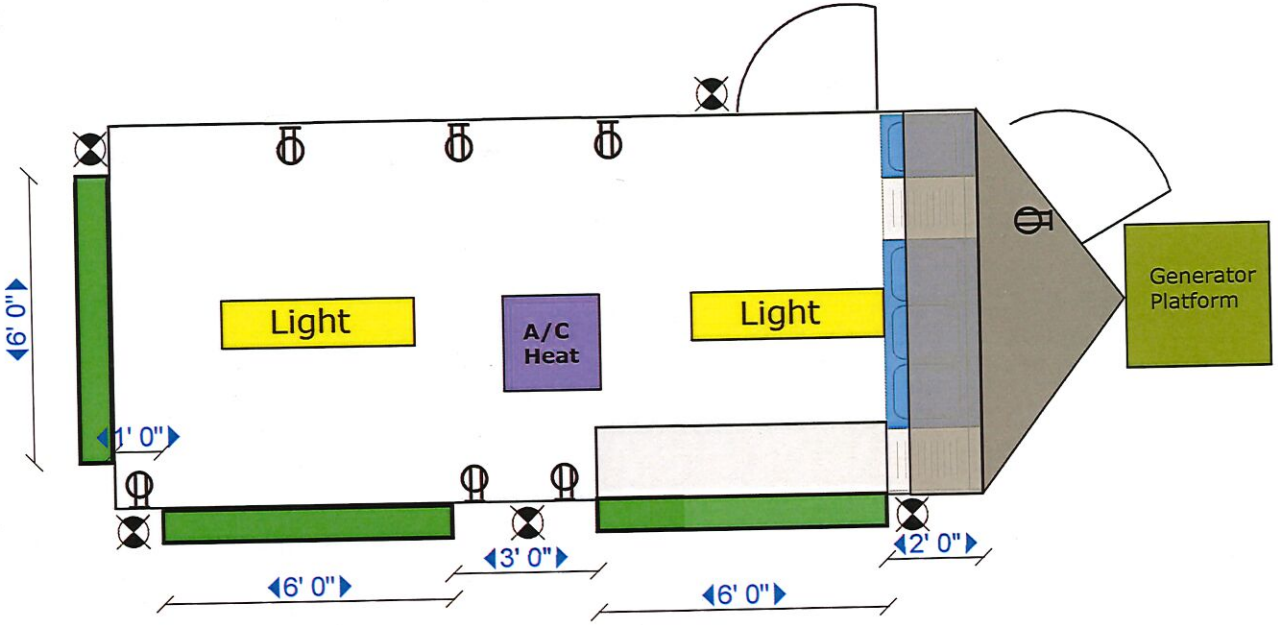


Construction Materials

8.5 x 18 concession
7.6' interior height
(3) 6' concession window with glass and screens with flip up counter outside
100 amp electrical package with 20 amp circuits and to be independent
a/c & heat unit
insulated walls and ceiling
aluminum mill finish walls and ceiling
atp metal flooring
white for exterior color
36" side entry door
36" access door
36" generator platform on extended tongue
(2) 3,500 lb axles with brakes
steel wheels with tires
sink package with 30 gal. fresh, 50 gal. waste, 2.5 gal. water heater
city water fill box

Board of Public Works
Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Jarrod Terrell dba 812 BBQ

Staff Representative: Laurel Waters

Meeting Date: May 1, 2018

Jarrod Terrell, owner of 812 BBQ, has applied for a renewal of their Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling pulled pork barbecue platters and sandwiches, chips, side dishes, and soft drinks.

This application is for one (1) year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Laurel Waters

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-40

Mobile Vendor in Public Right of Way
Jarrod Terrell dba 812 BBQ, LLC

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

WHEREAS, Jarrod Terrell dba 812 BBQ, LLC ("Vendor") intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of 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; and

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; and

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;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 4, 2018, and ending on April 3, 2019.

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 _____DAY OF MAY 2018.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Beth Hollingsworth, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-40** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Jarrod Terrell dba 812 BBQ, LLC

MOBILE VENDOR LICENSE APPLICATION

CITY OF BLOOMINGTON

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:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	☒ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:	Jarrod Terrell		
Title/Position:	owner		
Date of Birth:	09·07·1976		
Address:	5300 N. Lakeview Drive		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	eightonetwobhg@yahoo.com		
Phone Number:	812·606·4491	Mobile Phone:	

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

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

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

4. Company Information

Name of Employer:	812 BBQ				
Address of Employer:	5300 N. lakeview drive				
City, State, Zip:	Bloomington, IN 47404				
Employment Start Date:			End Date (If known):		
Phone Number:	812.604.4491				
Website / Email:	eightonetwobbq@yahoo.com				
Company is a:	☒ Limited Liability Corporation (LLC)	☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

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

Name	Address

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

Date of incorporation or organization:	2016
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Pulled Pork BBQ, Bottled Drinks, chips, sides (mac-cheese, beans)

Food

Planned hours of operation:	10A - 2A	
Place or places where you will conduct business (If private property, attach written permission from property owner):	various locations	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☐	No ☒
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:

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.

Jarrad Terrell 812 BBQ, LLC
Name, Printed

812 BBQ, LLC
Signature

4-18-18
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: Jarod Terrell 812 BBQ LLC

Signature: Jarod Terrell 812 BBQ, LLC

Date: 4-18-18

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: Jared Terrell, 812 BBQ, LLC

Signature: Jared Terrell 812 BBQ, LLC

Date: 4-18-18

Wed Apr 18 10:45:42 CDT 2018

SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 04/18/2018

NAME AND ADDRESS OF NAMED INSURED:
812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

AGENT:
HAZEN INSURANCE AGENCY LLC
509 E HILLSIDE DR
STE 102
BLOOMINGTON, IN 47401-7740
(812) 334-1413
AGENT NUMBER 13-D743-51

Policy Number: 13-31-10127464-2

Effective Date: 03/28/2018, 12:01 AM Central Time
Expiration Date: 03/28/2019, 12:01 AM Central Time

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

THE LOCATION OF THE DESCRIBED PREMISES IS 5300 N LAKEVIEW DR BLOOMINGTON, IN 47404
BUSINESS OF THE NAMED INSURED IS: MOBILE FOOD TRUCK
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance		
General Aggregate (Other Than Product - Completed Operations)	$	2,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)	$	2,000,000
Personal and Advertising Injury Limit	$	1,000,000
Each Occurrence Limit	$	1,000,000
Rented To You Limit	$	100,000
Medical Expense Limit (Any One Person)	$	5,000
Premium	$	201.00

Coverage Form and Description of Hazards			Premium Basis	Premium
Code	Key	Description		
5300 N LAKEVIEW DR BLOOMINGTON, IN 47404 (COUNTY 105)				
Premises and Operations				
16902	**3**	**RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING**	**37100**	**86.00**
Products and Completed Operations				
16902	**3**	**RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING**	**37100**	**7.00**

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

	Limit	
CG-00-01		Commercial General Liability Coverage Form
CG-20-10	PENGUIN ENTERPRISES LLC DBA THE CHOCOLATE MOOSE	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	FIRST UNITED METHODIST CHURCH OF BLOOMINGTON	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	PIZZA EXPRESS INC DBA PIZZA X	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	CITY OF BLOOMINGTON	Additional Insured - Owners, Lessees or Contractors (Form
CG-24-07	RESTAURANTS - WITH NO SALE OF	Products/completed Operations Hazard Redefined
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
IL 00 21		Nuclear Energy Liability Exclusion
IL-02-72		Indiana Changes - Cancellation And Nonrenewal

TERM 12 MONTHS
ZONE CODE 506

CONTINUATION PAGE --POLICY NUMBER **13-31-10127464-2** AGENT NUMBER **13-D743-51**

INSURED: **812 BBQ LLC**

ADDITIONAL INSURED
PIZZA EXPRESS INC DBA PIZZA X
2361 W RAPPEL AVE
BLOOMINGTON, IN 47404-1738

ADDITIONAL INSURED
CITY OF BLOOMINGTON
401 N MORTON SUITE 150
BLOOMINGTON, IN 47404-

ADDITIONAL INSURED
PENGUIN ENTERPRISES LLC DBA THE CHOCOLATE MOOSE
PO BOX 1685
BLOOMINGTON, IN 47402-1685

ADDITIONAL INSURED
FIRST UNITED METHODIST CHURCH OF BLOOMINGTON
219 E 4TH ST
BLOOMINGTON, IN 47408-3503

AGENT _____
13-D743-51

State Form 48099 (R4/1-17)
Approved by State Board of Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
12	16	04/06/18	02/23/18	53 - MONROE	T	17	TK880NCE	GT	11		N	TK	

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTICATION NUMBER	TYPE	COLOR
11/07/18	NONE OF THE ABOVE	02	FOR	F35	1FTSX31F42ED25636	TK	GRN/

	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	19.50	13.00	0.00	6.50	6.25	0.00	24.50	0.00	37.25
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE
TRUCK 11,000 GENERAL TRUCK NEW FORMAT

PD

Legal Address
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

JARROD A TERRELL
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

346 1/1
0-

BATCH# 1271189 SEQUENCE# 346 1/1

State Form 48099 (R4/1-17)
Approved by State Board of Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
0	2	04/02/18	08/22/16	53 - MONROE	R	18	TR933ZDY	GP	9	17	N	TR	TR933ZDY

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTICATION NUMBER	TYPE	COLOR
11/07/19	NONE OF THE ABOVE	07	MON	UNK	0521MC052407D8126	TR	WHI/

	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	13.33	0.00	0.00	13.33	40.00	0.00	25.35	15.00	93.68
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 9,000

IINT

Legal Address
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

JARROD A TERRELL
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

2907 1/1
0-

BATCH# 1239260 SEQUENCE# 2907 1/1

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

REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER
1600135453454

812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

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

TID: 0158206614
LOC: 001
FID: 81-3645941/0
ISSUED: 08/25/2016
EXPIRES: 08/31/2018

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

812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

COMMISSIONER

1600135453454

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Mobile Food Service Establishment

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

812 BBQ
JARROD TERRELL
5300 N. LAKEVIEW DRIVE
BLOOMINGTON, IN 47404

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.

2018

Issued FEB 28 2018

By Thomas W Shaffer

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Advanced Auto Care

INSPECTOR'S NAME Jack Freed INSPECTOR'S PHONE # 812-330-1620

DATE OF INSPECTION 4/18/2018

TAXICAB COMPANY N/A

VEHICLE YEAR 2002 MAKE Ford / Morme MODEL F350 / Trailer

VIN 1FTSX31F42ED25436 / 0521MC05240708126

	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	✓		

CITY OF BLOOMINGTON INDIANA

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

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

Additional Comments by Inspector: Includes Truck And Trailer

Inspector Signature Jack Tree

Date: 4/18/2018

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

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

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

Food Vendor Certificate

Date: 04/23/2018

Business Name: 812 BBQ

Address: 5300 W LAKEVIEW DR
Bloomington, IN 47402

Phone: CELL 812-606-4491

The following permit has been issued:

Permit No. 18-0110

Type: FOOD Temporary Vender/Cooking

Issued Date: 04/23/2018
Effective Date: 04/23/2018
Expiration Date: 04/23/2019

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington for more information.

Inspector: Tim Clapp

Timothy R Clapp

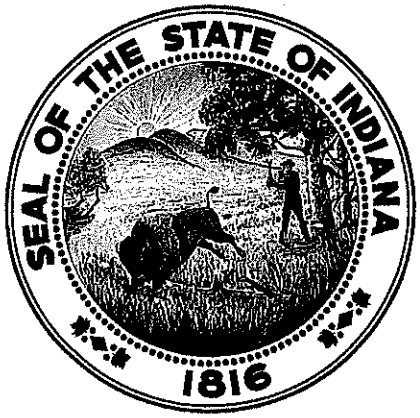
Date 4/23/2018

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
812 BBQ, LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, August 23, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 23, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201608231155264 / 7381682

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

STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: JARROD A TERRELL
DOB: 09/07/1976
STATUS: VALID as of 04/19/2018
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 19th of April, 2018.

Mark E. Dehn, Director of Driver Records

OFFICIALLY CERTIFIED BUREAU OF MOTOR VEHICLES BMV INDIANA RECORD

Driver number: 0930-02-7603 **JARROD A TERRELL** **DOB: 09/07/1976**

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points!)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
01/30/2004	0	NON-POINTABLE VIOLATION	02/01/2003	LAWRENCE SUPERIOR #2 / 47D020203IF491			No	No
02/15/2000	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	11/26/1999	MONROE CIRCUIT #6 / 53C069912IF11033			No	No
06/29/1999	0	SEAT BELT VIOLATION	05/27/1999	MONROE CIRCUIT #6 / 53C069906IF04583			No	No
08/29/1998	8	FAILURE TO PROVIDE PROOF OF INSURANCE FOR ACCIDENT	12/09/1997	SEF COURT / 99999BMV DETER	2			
07/24/1997	0	SEAT BELT VIOLATION	03/17/1997	MARTIN CIRCUIT / 51C019703IF138			No	No

** Continued on Next Page **

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

COMMERCIAL DRIVER'S LICENSE ("CDL") STATUS	DESCRIPTION
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.

** Continued on Next Page **

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. 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. Reinstatement requirements must be met before driving privileges can be reinstated or the individual is able to apply for a driver's license or learner's permit. 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 or active BMV suspensions;
* a listing of pending or active 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 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 or the filing period has expired, whichever is earlier.

** Continued on Next Page **

because the driver has failed to pay court costs/fines related to a traffic violation. The suspension remains active ("Indefinite") 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 has 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. 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.

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 Action Appealed to Court

** Continued on Next Page **

F350

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/27/2018	Payroll				393,320.63
					393,320.63

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 **$ 393,320.63**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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: Request to use Kirkwood on August 26th for Pridefest

Staff Representative: Sean Starowitz

Petitioner/Representative: Kyle Hayes

Event Date: August 25, 2018

Meeting Date: May 1, 2018

Report: The Bloomington PRIDE Pridefest is requesting the use Kirkwood Avenue east side of Washington Street intersection through west side of Dunn St. intersection, as well as North Grant Street one half block to the north, and South Grant, one block to the south on Saturday, August 25, 2018 from 9:00 P.M. on Friday the 24th until 1:00 A.M. Sunday the 26th for its annual event. PRIDE agrees not to close E. Kirkwood Avenue from North Washington to North Lincoln until 1:00 p.m. on August 25th so that patrons will still have access to People's State Bank. This will be the third time Bloomington PRIDE has used Kirkwood Avenue for its Pridefest with around 10,000 Participants. The purpose of Pridefest is to create a safe, inclusive and supportive environment for celebration and education; support people (gender, sexuality, race, ethnicity, abilities, talents, etc); and to inspire and promote creativity in our diverse community. There will be interactive activities, food, alcohol, a stage for musicians, and vendor booths. A specific space will be designated for youth and families.

Event hours are 3:00 p.m. to 11:00 p.m. They are also requesting a Noise Permit as well during event hours. Many area and adjoining businesses have shown their support for both the event and the new location.

Recommend ☒ **Approval** ☐ **Denial by** Sean Starowitz

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-41

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 has requested use of city streets to conduct a street event; and

WHEREAS, Bloomington 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 Bloomington event between the hours of 9:00 p.m. on Friday, August 24, 2018 until 1:00 a.m. on Sunday, August 26th, 2018: Kirkwood Avenue east side of Washington Street intersection through west side of Dunn St. intersection, as well as North Grant Street one half block to the north, and South Grant, one block to the south on Saturday, August 25, 2018 from 9:00 p.m., Friday the 24th until 1:00 a.m.. Sunday the 26th for its annual event. PRIDE agrees not to close E. Kirkwood Avenue from North and South Washington to North and South Lincoln until 1:00 p.m. on August 25, 2018.

2. The street closures outlined above are for the purposes of allowing Bloomington PRIDE to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, August 25th, 2018.

3. Bloomington PRIDE shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Bloomington PRIDE agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Bloomington PRIDE agrees to close the streets not before 9:00 p.m. on Friday, August 24th, 2018, and to remove barricades and signage by 1:00 a.m. on Sunday, August 26th, 2018. Bloomington Pride also agrees to not close East Kirkwood between North and South Washington Street and North and South Lincoln Street until 1 PM on Saturday, August 2.

4. 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.

5. 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.

6. 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.

7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS_____DAY OF_____, 2018.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Beth Hollingsworth, Vice-President

_____
Dana Palazzo, Secretary

BLOOMINGTON PRIDE

_____
Signature

_____
Printed Name

_____
Position

_____
Date

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Kyle Hayes		
Contact Phone:	812-251-6470	Mobile Phone:	
Title/Position:	Vice Chair, Board of Directors		
Organization:	Bloomington PRIDE		
Address:	Bloomington PRIDE P.O. Box 554		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	kyle.hayes@bloomingtonpride.org		
Organization E-Mail and URL:	info@bloomingtonpride.org		
Org Phone No:	N/A	Fax No:	N/A

2. Any Other Organizations 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 ❑Metered Parking Space(s) ❑5k Run/Walk X❑Festival ❑Block Party ❑Parade ❑Other (Explain)

Date(s) of Event: Saturday, August 25th, 2018

Time of Event: Date: 08/25/2018 Start: 3:00 pm Date: 08/25/2018 End: 11:00 pm

Setup/Teardown time Needed Date: 08/24/2018 Start: 9:00 pm Date: 08/26/2018 End: 01:00 am

Calendar Day of Week: Saturday

Description of Event: Pridefest is a street festival, hosted by Bloomington PRIDE which celebrates queer art and culture by featuring local artists, businesses, organizations, and nonprofits to support the local LGBTQ+ community.

Expected Number of Participants: ~10,000

Expected # of vehicles: ~5-8 for food trucks

4. IF Your EVENT IS A **NEIGHBORHOOD BLOCK PARTY** YOUR ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

❑ A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)

- 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: barricades, security company, other law enforcement); and

❑ Notification to business/residents (copy of letter/flyer/other)

❑	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required
❑	Noise Permit (if applicable)

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

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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: barricades, security company, other 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 (copy of letter/flyer/other)
❑	Copy from Parks & Recreation of Approved Special Use Permit (if applicable)
❑	Certificate of Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than $1,000,000
❑	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required
❑	Secured a Parade Permit from Bloomington Police Department (if applicable)
❑	Noise Permit Application (if applicable)

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

❑	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 • 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: barricades, security company, other 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 (copy of letter/flyer/other)
❑	Copy from Parks & Recreation Department of Approved Special Use Permit (if applicable)
❑	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required

Email Address: kyle.hayes@bloomingtonpride.org Phone Number: 812-251-6470

Signature: Kyle Hayes Date:02/17/2018

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 Kelly Boatman, Vice-President

_____ _____

Date Dana Palazzo, Secretary

BLOOM33 OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/12/2018

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
ISU Ins Svcs-The May Agency
1327 N. Walnut St. PO Box 1669
Bloomington, IN 47402
Allison England

CONTACT NAME: Allison England,CISR
PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646
E-MAIL ADDRESS: aengland@mayagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NSI	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bloomington PRIDE Ltd
PO Box 554
Bloomington, IN 47402

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y		A040455	05/13/2017	05/13/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X Host Liquor						MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	NSI			A176895	08/27/2017	08/28/2018	Liquor	1,000,000

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

City of Bloomington is listed as additional insured on general liability with written contract.

CERTIFICATE HOLDER

CITYBL2

City of Bloomington
401 N. Morton Street
PO Box 100
Bloomington, IN 47402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Allison England

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Bloomington
PRIDE
P.O Box 554
Bloomington, IN
47402

04/17/2018

Dear Downtown Property Owner,

On Saturday, August 25th, 2018, Bloomington PRIDE plans to host our fifth annual Pridefest, a day-long celebration of the LGBTQ+ community with live performances, educational workshops, refreshments, and activities for all ages. Much of our event's success is directly attributable to the welcoming and pedestrian-friendly nature of our city.

We expect this year's festival to draw **10,000+ attendees** to the downtown area. To accommodate our event, we are proposing a closure of Kirkwood Avenue from Washington Street to Dunn Street and half blocks north and south on Grant Street off Kirkwood Avenue on the evening of Friday, August 24th. The day prior to the event will be used for set up.

During this time, street parking will not be available and access via certain alleyways will be limited. We encourage you to give all business or residential clients and tenants ample notification of these temporary changes.

The Board of Public Works will evaluate our proposal at its May 1st public meeting in City Hall. If you have any questions or concerns, I encourage you to contact us directly or to attend the 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.

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

Sincerely,

Kyle Hayes
Bloomington PRIDE Board of Directors

Bloomington
PRIDE
P.O Box 554
Bloomington, IN
47402

04/17/2018

Dear Downtown Business Owner,

On Saturday, August 25, 2018, Bloomington PRIDE plans to host our fifth annual Pridefest, a day-long celebration of the LGBTQ+ community with live performances, educational workshops, refreshments, and activities for all ages. Much of our event's success is directly attributable to the welcoming and pedestrian-friendly nature of our city.

We expect this year's festival to draw **10,000+ attendees** to the downtown area. To accommodate our event, we are proposing a closure of Kirkwood Avenue from Washington Street to Dunn Street and half blocks north and south on Grant Street off Kirkwood Avenue starting the evening of Friday, August 24th. The day prior to the event will be used for set up.

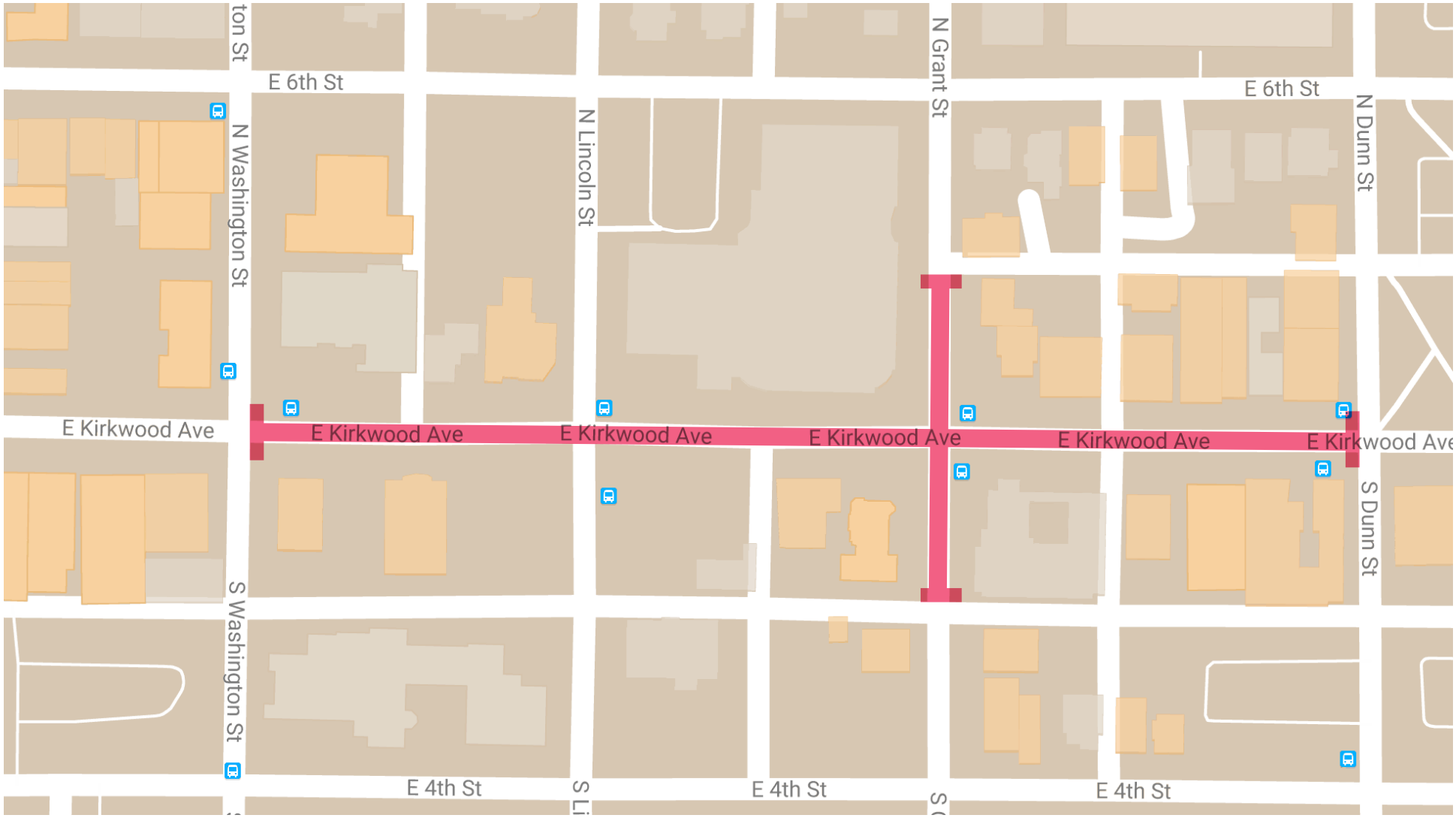
While the streets are closed, we'd like to ensure that your business can capitalize on the large number of people participating in Pridefest. In the past, businesses have stationed booths and exterior signage to draw in visitors or have received print recognition as sponsors. If you'd like to discuss ways to partner with us, please contact us at info@bloomingtonpride.org.

The Board of Public Works will evaluate our proposal at its May 1st public meeting in City Hall at Showers Plaza. If you have any questions or concerns, I encourage you to contact us directly or to attend the 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.

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

Sincerely,

Kyle Hayes
Bloomington PRIDE Board of Directors



PRIDEFEST 2018 | PROPOSED STREET CLOSURES

- **E. KIRKWOOD AVE.** from east side of Washington St. intersection through west side of Dunn St. intersection
- **N. GRANT ST.** one half block north of Kirkwood Ave.
- **S. GRANT ST**. one half block south of Kirkwood Ave.

Board of Public Works
Staff Report

Project/Event: Request approval of an agreement for encroachment of retaining wall, exterior steps, and exterior railing at 717 N. College Ave.

Staff Representative: Liz Carter

Petitioner/Representative: Lyle and Kerry Feigenbaum/Loren Wood Builders

Date: May 1, 2018

Report: This property is located at 717 N. College Avenue. The owner is requesting an agreement with the City for an encroachment into the public right of way that was found during a recent survey which was completed as result of a remodel project. The existing encroachment includes a 64.5' long retaining wall along the east portion of the property as well as exterior steps and an exterior railing at the southeast corner of the property. The steps are approximately 10 feet wide and project almost 2 feet into the right-of-way at the deepest point. The retaining wall encroaches about 2 ½ feet at its easternmost point.

Recommendation: Staff recognizes that the retaining wall has been in place for decades and is necessary for the grading of the property. The wall, steps, and railing having not been recorded as encroachments previously was an oversight. For these reasons, staff recommends approval of the encroachment agreement.

Recommend ☒ **Approval** ☐ **Denial by** Liz Carter

BOARD OF PUBLIC WORKS
RESOLUTION 2018-42

Right of Way Encroachment at 717 N. College Ave.

WHEREAS, Lyle and Kerry Feigenbaum are the Owners of a building commonly known as 717 N. College Avenue, Bloomington, Monroe County, Indiana ("Owner"), which real estate is more particularly described in a deed recorded in Book 464, Pages 163-164 in the Office of the Recorder of Monroe County, Indiana; and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, a recent survey of the Real Estate identified that a portion (approximately sixty-four and a half (64 1/2) feet in length) of the east exterior retaining wall on the Real Estate encroaches an amount that is, at the most, 2.5 feet AND exterior steps and railing (approximately ten (10) feet in length) adjacent to the southeast side of the building on the Real Estate and encroaches an amount of approximately 2 feet upon, onto and over the public right of way along South Walnut Street which is owned by the City of Bloomington, Indiana ("City"); and

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

WHEREAS, although the Board of Public Works is authorized pursuant to Indiana Code § 36-9-6-15 to order the removal of any structure in a public place of the City, the City is willing to allow Owner and its successor(s) to encroach onto the portion of the City's right of way as described above;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right of way provided that:

1. Owner agrees on behalf of itself, its heirs, assigns, and successors in title to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions,

losses or injuries, including reasonable attorney's fees, that may arise as a result of Owner's use of the right of way. In case any claim or action is brought against the City or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner on behalf of itself, its heirs, assigns, and successors in title shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachment may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s).

4. Owner agrees that if the retaining wall, steps and/or railing on the Real Estate is demolished or removed for any reason, no structure may be built or rebuilt or placed in the right of way.

5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the encroachments. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.

6. Notice shall be given by the City to Lyle and Kerry Feigenbaum at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.

7. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachment(s) described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

8. This Resolution is not intended to relieve Owner, its heirs, assigns, or successors in title of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

9. By executing this Resolution on behalf of the Owners, Lyle and Kerry Feigenbaum represent and certify that they have been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the recorded Resolution, which must include the Recorder's file information, to the Department of Public Works.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Beth Hollingsworth

By: _____
Dana Palazzo, Secretary

Date: _____

Lyle & Kerry Feigenbaum

By: _____
Lyle Feigenbaum

Date: _____

By: _____
Kerry Feigenbaum

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth Hollingsworth, and Dana Palazzo, members of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____

_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Lyle Feigenbaum, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kerry Feigenbaum, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____ _____
Notary Public Signature

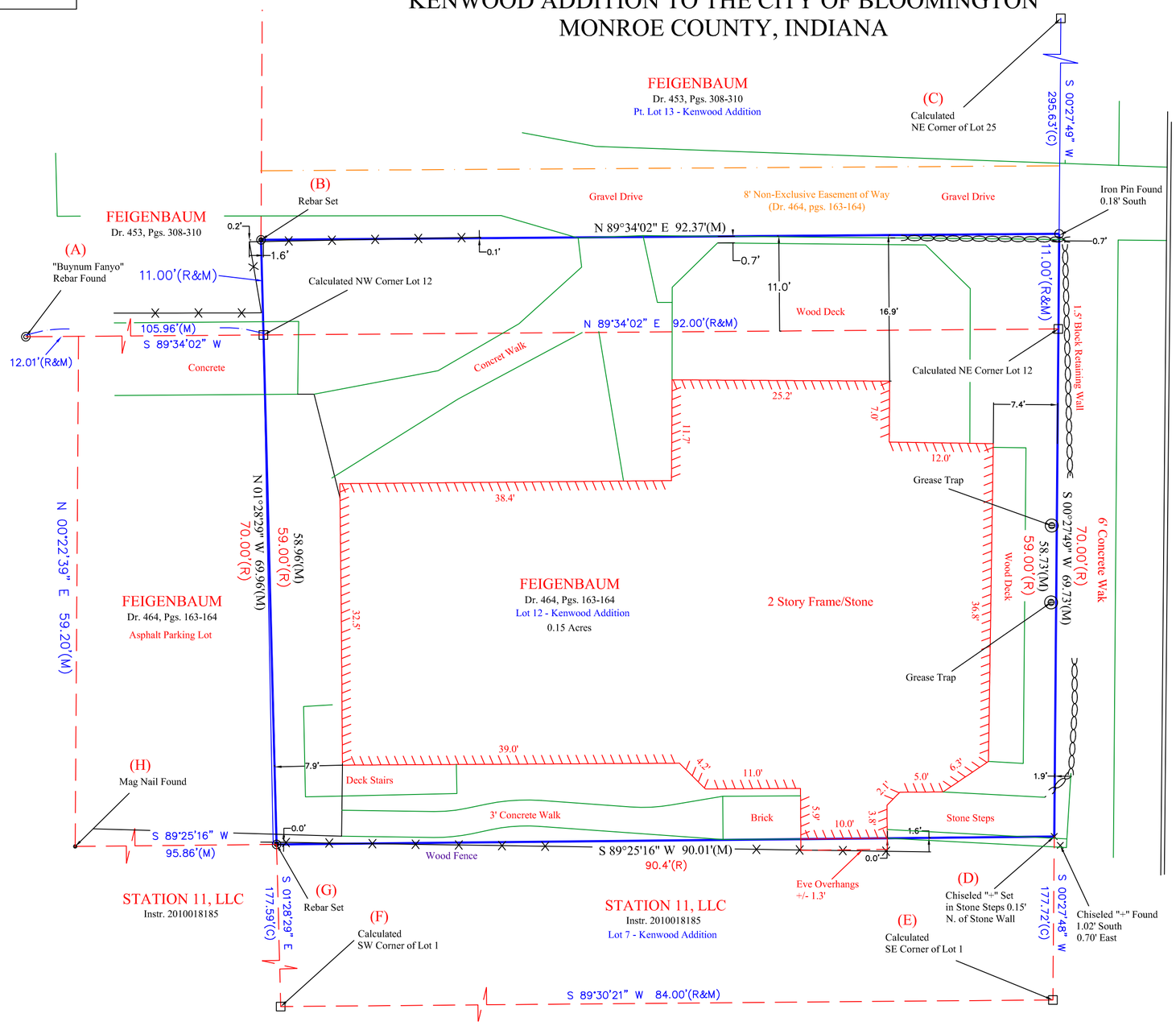
Resident of _____ County _____
Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Christopher J. Wheeler

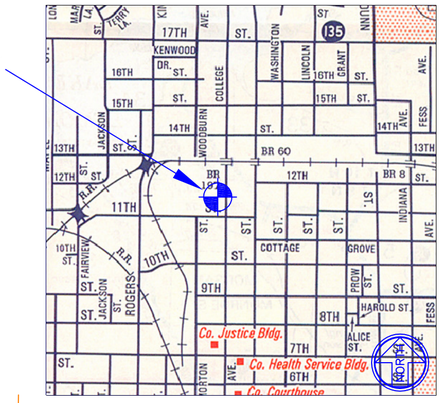
This instrument was prepared by Christopher J. Wheeler, Attorney at Law, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

AREA FOR COUNTY RECORDER

BOUNDARY RETRACEMENT SURVEY
LOT NUMBER TWELVE (12) AND A PART OF LOT NUMBER THIRTEEN (13) IN KENWOOD ADDITION TO THE CITY OF BLOOMINGTON MONROE COUNTY, INDIANA



PROJECT LOCATION



LOCATION MAP

S. College Ave.
82.5' Right-of-Way
58' B/C-B/C

NOTES:

1). 5/8" Rebar will be set at all property corners.

2). Fieldwork completed April 2018.

3). Basis of bearing (State Plane-Indiana West).

4). Source of title Now or Formerly owned by Lyle A. Feigenbaum and Kerry L. Feigenbaum as found in Deed Record 464, pages 163-164 in the Office of the Monroe County Recorder.

5). Reference is made to an ALTA/ACSM survey performed by Steven L. Smith dated October 4th, 2011 (Job No. 4389) as found in Survey Cabinet 2, Envelope 49 in the Office of the Monroe County Recorder.

6). Reference is made to the plat of Kenwood Addition to the City of Bloomington as found in Plat Cabinet "B", Envelope 23 in the Office of the Monroe County Recorder.

7). I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.
-ERIC L. DECKARD

LEGEND

- STONE FOUND
- UTILITY POLE
- REBAR FOUND
- REBAR SET
- RIGHT-OF-WAY MONUMENT
- RR SPIKE FOUND
- PIPE FOUND
- CALCULATED
- MAG SPIKE SET
- FENCE
- OVERHEAD POWER LINE
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED

0' 10' 20' 30'

SCALE 1" = 10'

CERTIFICATION

The within survey was performed without the benefit of source of title and is subject to any statement of facts revealed by the same.

Easements have been located in the field and prepared with this survey drawing. This qualification will be removed upon reciept and inspection of current title work.

Subject to the above reservation, the survey work shown hereon was performed either by me or under my direct supervision and control and to the best of my knowledge and belief was performed according to the survey requirements in 865 IAC 1-12-1 through 19.

Certified this 17th day of April, 2018.

ERIC L. DECKARD REGISTERED No. LS29900012 STATE OF INDIANA LAND SURVEYOR

Eric L. Deckard
Registered Surveyor LS 29900012
State of Indiana

DECKARD
LAND SURVEYING
1604 S. HENDERSON STREET
BLOOMINGTON, IN 47401
TELEPHONE (812) 334-4253
FAX (812)323-7536
ERICDECKARD@MSN.COM

PLANNING SURVEYING MAPPING

LOREN WOOD BUILDERS
BOUNDARY SURVEY
A PART OF SECTION 33 T9N, R1W

JOB TITLE

DATE	BY	REVISIONS

SURVEYED AW, TV
DRAFTED AEW
CHECKED ELD
DATE 4/16/18

JOB NUMBER 18-43
SHEET 1 OF 2
DATE 4/16/18
BNDY.SHT

Board of Public Works
Staff Report

Project/Event:	Resolution 2018-43: Request to Encroach into Public Right-Of-Way with Monitoring Wells at 2500 E 3rd Street by Troy Risk, Inc.
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Dan Backler, Public Improvements Manager
Date:	5/1/2018

Report: Troy Risk, Inc. is requesting an encroachment agreement for two monitoring wells located at the intersection of East 3rd Street and South Woodscrest Drive. The wells are approximately 25' deep and are encased with 2" PVC. The tops of the wells will be at grade.

Recommendation and Supporting Justification: Staff recommends that the Board approve this encroachment into the right-of-way.

Recommend ☒ **Approval** ☐ **Denial by** ____Dan Backler_____

BOARD OF PUBLIC WORKS
RESOLUTION 2018-43

Encroachment for Monitoring Wells at 2500 East 3rd Street

WHEREAS, Troy Risk, Inc., ("Troy Risk") is an active for-profit domestic corporation engaged in environmental assessments in the State of Indiana; and

WHEREAS, Troy Risk is requesting the Board's approval to install two (2) monitoring wells to monitor the groundwater in the vicinity of 2500 East 3rd Street; and

WHEREAS, the City of Bloomington ("City") has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Troy Risk regarding the installation and maintenance of the monitoring wells in the described area of the City right of way, subject to the following conditions:

1. Troy Risk shall be allowed to install, use and maintain two (2) groundwater monitoring wells that are each less than two feet (2') wide by two feet (2') long to a depth of twenty-five feet (25') and capped with metal lids and concrete flush-to-grade.

2. The monitoring wells shall not deviate from the designated location or design which is depicted on Exhibit A of this Resolution, without Troy Risk first returning to the Board of Public Works for approval except to avoid utilities and other structures. Exhibit A is attached hereto and incorporated herein.

3. Troy Risk agrees to maintain the monitoring wells and keep them in a safe and attractive condition.

4. Troy Risk shall be responsible for the timely performance of all maintenance of the monitoring wells and shall bear all expense regarding such maintenance.

5. All materials and labor necessary for the improvement and maintenance of the monitoring wells are the sole responsibility of the Troy Risk.

6. This Resolution is not intended to relieve Troy Risk of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

7. Troy Risk agrees that the only encroachments that may be installed in the right of way are those described herein. In the event Troy Risk wishes to install further encroachment, Troy Risk must first obtain additional approval from the Board of Public Works.

8. Troy Risk acknowledges that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

9. Troy Risk understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Troy Risk and the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Troy Risk shall not be compensated for any expense which it may incur.

10. If at any time it is determined that the encroached upon said area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Troy Risk shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.

11. In the event Troy Risk sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Troy Risk's successors and assigns wish to change any of the encroachment(s) in any way, Troy Risk's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.

12. In consideration for the use of the property, Troy Risk, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents,

employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, 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. Troy Risk expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

13. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Troy Risk, Inc.; and (c) the return of a copy of the recorded Resolution to the Planning and Transportation Department, which must include the Monroe County Recorder's file information.

14. This Resolution shall run with the land and shall bind Troy Risk, Inc., and its successors and assigns. Troy Risk, Inc., expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.

15. Paul Troy, President of Troy Risk, Inc., agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Board of Public Works

_____
Kyla Cox Deckard, President

_____
Beth Hollingsworth

_____
Dana Palazzo, Secretary

_____
Date

Troy Risk, Inc.

_____
Paul Troy, President

_____
Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Paul Troy, President of Troy Risk, Inc., and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

_____

Witness my hand and official seal Notary Public Signature

My Commission expires: _____ _____

County of Residence: _____ Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Beth Hollingsworth, and Dana Palazzo, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

_____

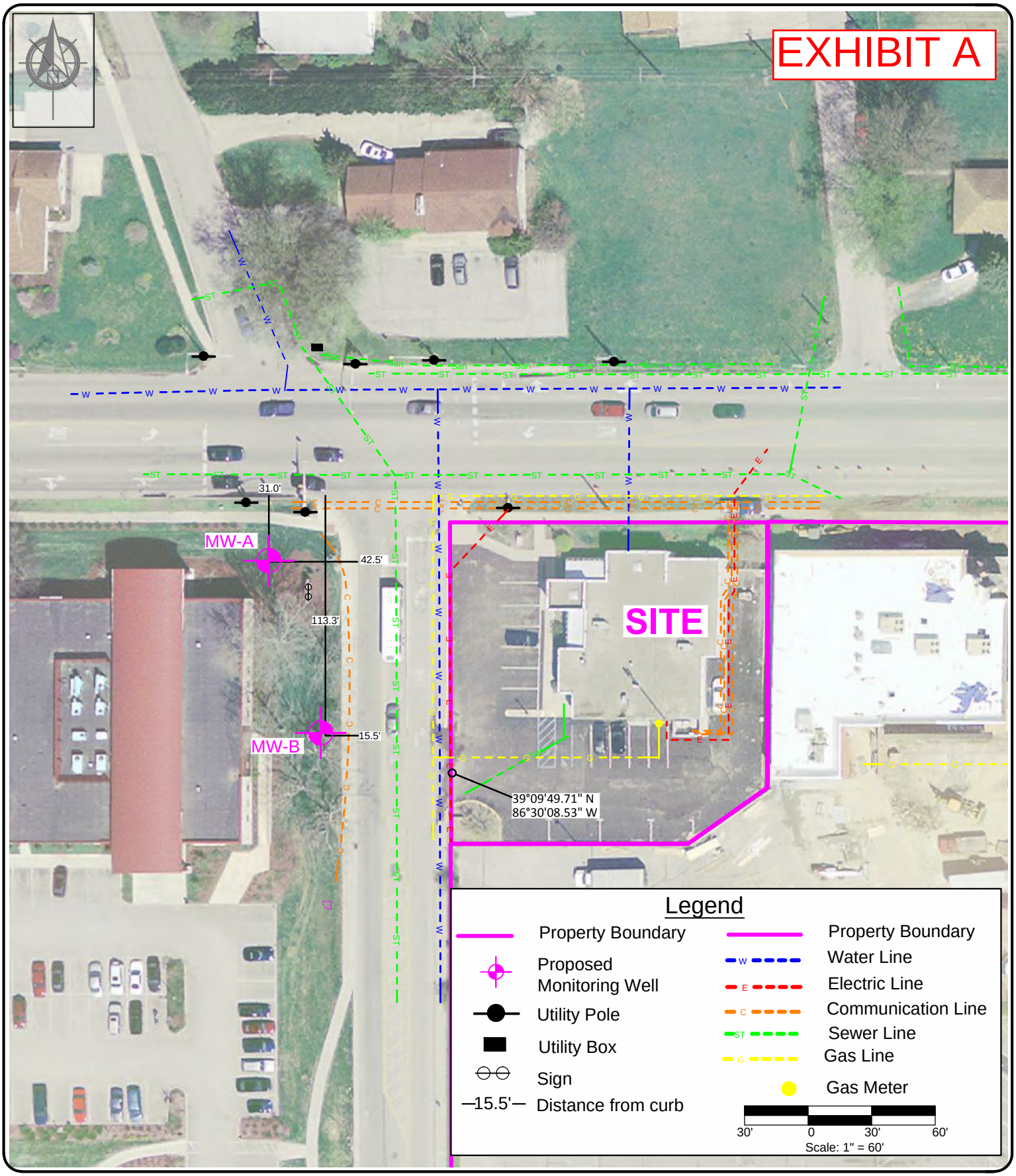
Witness my hand and official seal Notary Public Signature

My Commission expires: _____ _____

County of Residence: _____ Printed Name

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.



Proposed Investigation Map

Judith Ellis/Ellis Floral Co.
2500 East 3rd Street
Bloomington, Indiana

Project Number:	
Drawing file:	ISDP Drawing
Date:	April 3, 2018
Scale:	1"=60'
Drawn By: ATS *Checked by:* JO	

TROY RISK INC.

Figure: 1

7466 Shadeland Station Way ♦ Indianapolis, Indiana 46256
Phone (317) 570-6730 ♦ Fax (317) 570-6731♦ jokeefe@troyrisk.com

Engineers Scientists & Geologists

April 11, 2018
Mr. Dan Backler
Public Improvements Manager
City of Bloomington Indiana

Transmitted via e-mail to
Dan Backler
(backlerd@bloomington.in.gov)

Re: Proposed Monitoring Well Installation
Former Sunoco Gas Station Site
Judith Ellis/Ellis Floral Co.
2500 East 3rd Street, Bloomington, IN
IDEM Site # 0000522

Dear Board Members,

Troy Risk requests that the City of Bloomington approve the installation of groundwater monitoring wells within the City's Right of Way (ROW) at the above-referenced address. The former Sunoco at the above-referenced address is the subject of environmental investigation and cleanup associated with a release of petroleum from underground storage tanks. Troy Risk has recommended the installation of two monitoring wells within the City owned ROW.

Troy Risk previously installed a monitoring well which was destroyed by INDOT road construction work in the fall of 2017. The well was installed under permit #C16-ROW-226 on the southeast corner of 3rd St and S. Woodscrest. Monitoring well MW-A, as shown on Figure 1, is a replacement for the abandoned well.

Troy Risk also completed a soil boring under permit #C17-ROW-258, on the west side of S. Woodscrest. This location was supposed to be a monitoring well, but due to INDOT road construction work the well was not installed. Monitoring well MW-B, as shown on Figure 1, is a proposed monitoring well at the location the previous soil boring.

Regarding the former Sunoco Station at 2500 East 3rd Street, Troy Risk Inc. performed Phase I and Phase II investigations in October and November, 2015. The Phase I investigation identified the site as an auto repair facility and fuel filling station. The Phase II revealed benzene detections in soil and groundwater above IDEM RCG screening levels.

In May 2016, initial site investigation (ISI) was based on soil borings and monitoring wells, with collection of soil and groundwater samples. Results indicated benzene and naphthalene on-site in groundwater, and benzene in soil exceeding IDEM's soil migration-to-groundwater screening level. Further Site Investigations were completed in December 2016, January 2017, and September 2017 to delineate the nature and extent of impacts

The monitoring wells will be installed with a Geoprobe, rubber track-mounted drill rig. The monitoring wells will consist of 2 inch diameter PVC pipe set to approximately 25 feet. The monitoring well will be competed at surface with an 8 inch diameter, flush-to-grade traffic rated steel manhole cover in an 18 inch square concrete pad. Prior to monitoring well installation activities, a public and private utility markout will be conducted to locate underground utilities in the drilling areas. Traffic on East 3rd Street and South Woodcrest Drive is not expected to be interrupted by monitoring well installation activities. The sidewalk near the drilling locations will be blocked with traffic cones and all personnel on site will wear high visibility safety vests/shirts and hard hats. Monitoring well installation activities are expected to be completed within two business days.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Jeff O'Keefe, CHMM
Project Environmental Scientist

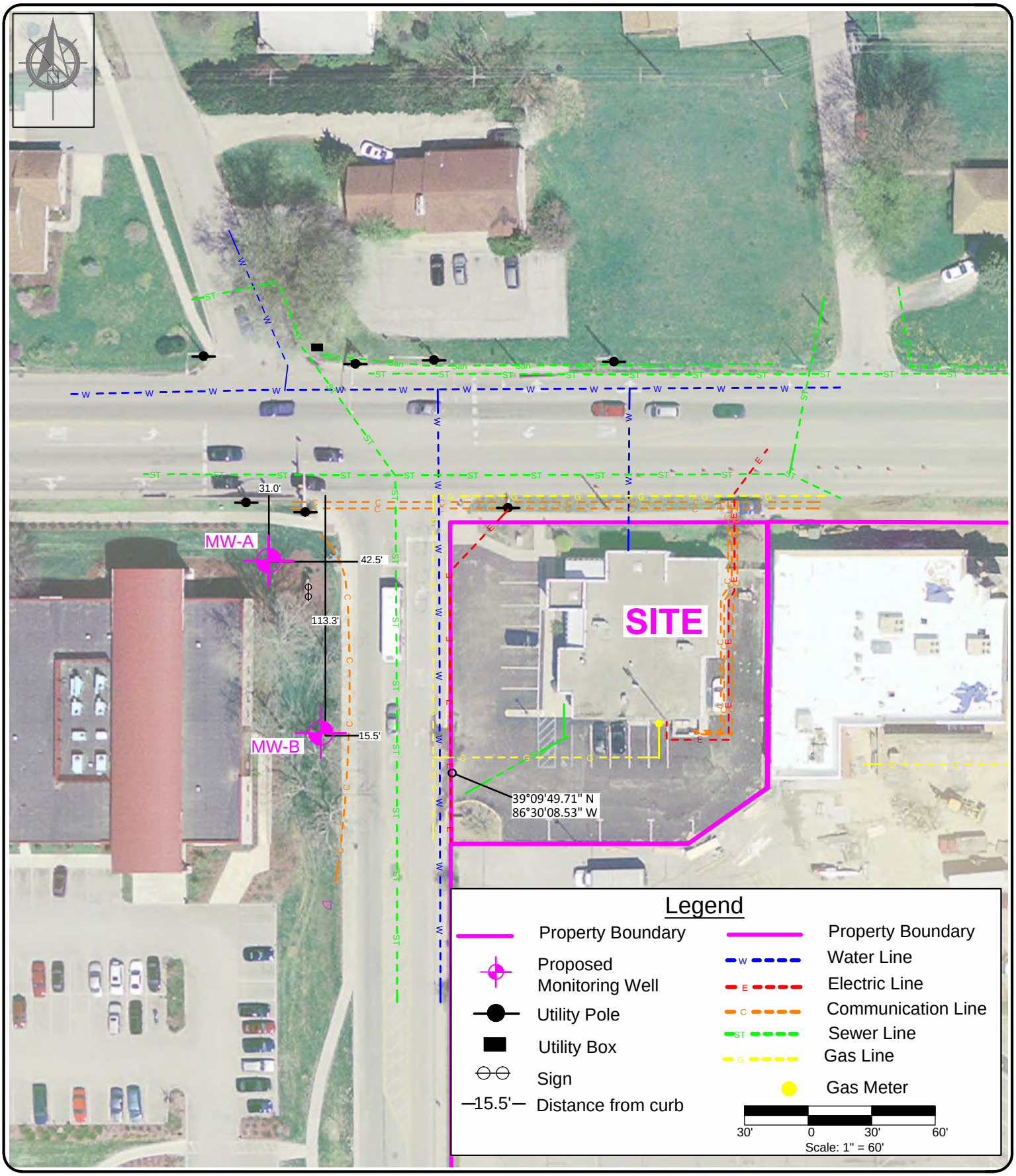
Paul Troy, LPG
President, Principal Geologist

cc: Kathryn Watson, Spalding & Hilmes, PC (electronic copy)

Attachments:
Completed Monitoring Well Photos
Proposed Monitoring Well Location Map
Monitoring Well Construction Diagram

Completed Monitoring Well Photos

Proposed Monitoring Well Locations Map



Proposed Investigation Map

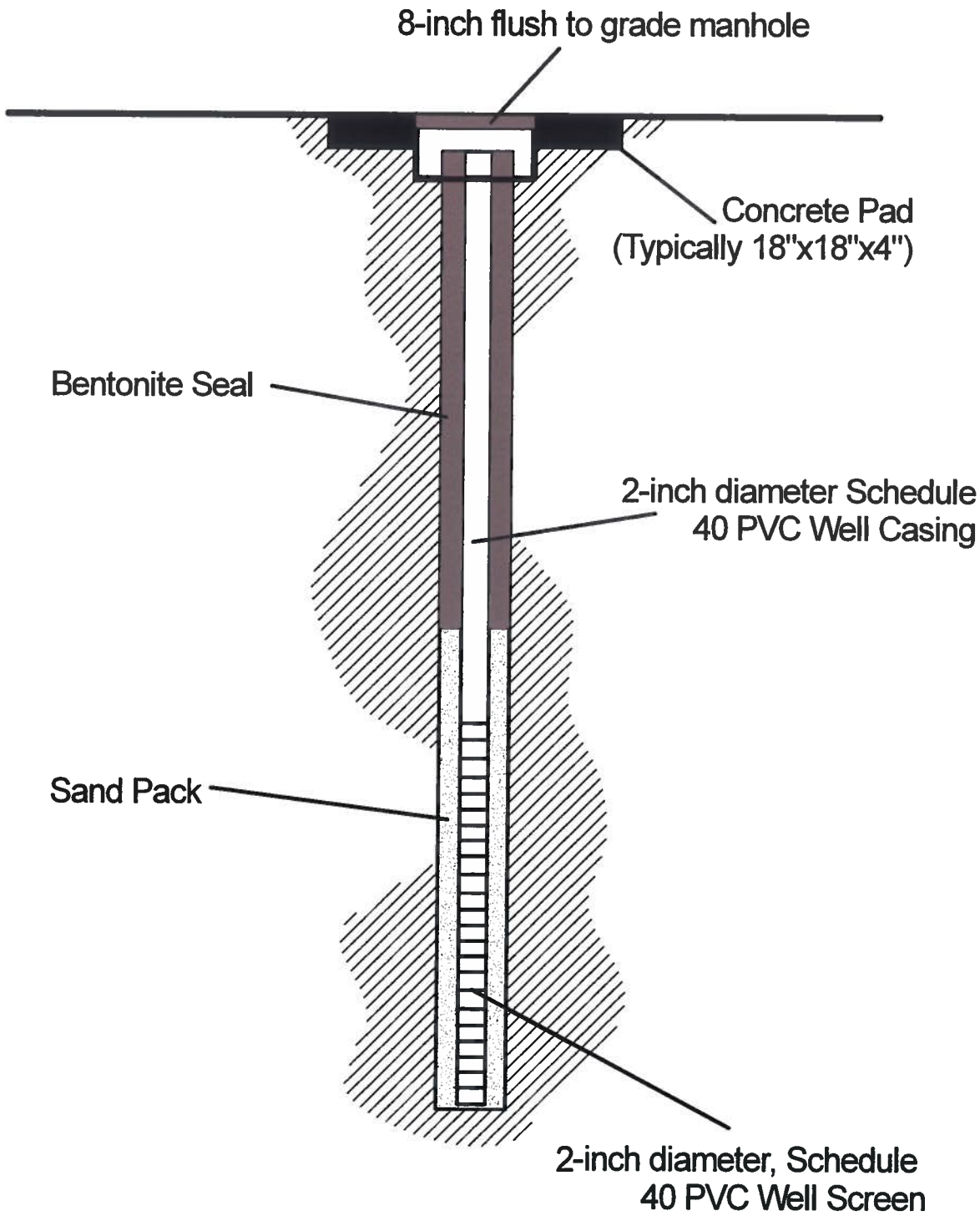
Judith Ellis/Ellis Floral Co.
2500 East 3rd Street
Bloomington, Indiana

Project Number:	
Drawing file:	ISDP Drawing
Date:	April 3, 2018
Scale:	1"=60'
Drawn By: ATS *Checked by:* JO	

TROY RISK INC.

Figure: 1

Monitoring Well Construction Diagram



Proposed Monitoring Well Construction

TROY RISK INC.

Figure: 1

Board of Public Works
Staff Report

Project/Event:	Request for Approval of Temporary Road Closures for Woodlawn Ave. from 7th St. to 10th St. and East 7th Street from North Park Avenue to North Woodlawn Avenue (Summer 2018)
Petitioner/Representative:	Indiana University / Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	05/01/2018

Report: Indiana University is requesting a temporary closure of North Woodlawn Avenue from East 7th Street to East 10th Street, as well as a closure of East 7th Street from North Park Avenue to North Woodlawn Avenue, for the reconstruction of Woodlawn Avenue. The closure is anticipated to begin on or after May 7th, 2018, and reopen by August 15th, 2018, prior to the beginning of the Fall Semester.

This project will consist of the replacement of a large storm structure underneath Woodlawn Avenue, as well as, the reconstruction of the streets and sidewalks. The University has indicated that they have notified all of the adjacent property owners and will continue to coordinate with them throughout the project.

Recommendation and Supporting Justification: City staff has reviewed this temporary closure request and is recommending that the Board approve the temporary closure.

Recommend ☒ **Approval** ☐ **Denial by:** *Roy Aten*

INDIANA UNIVERSITY
UNIVERSITY ARCHITECT'S OFFICE

April 26, 2018

Re: Woodlawn Avenue and 7th Street Temporary Closure

Dear Board Members:

Indiana University ("IU") is planning a project to improve Woodlawn Avenue between 7th and 9th Streets, which IU hopes to construct between May and August of this year. IU has been coordinating with City staff, and part of this project will include significant storm sewer improvements. Certain street and sidewalk closures will be needed to complete this project at the intersection of Woodlawn Ave. and 7th St. beginning Monday May 7th, 2018 and ending Monday August 27th, 2018.

IU worked with City staff to develop the attached Maintenance of Traffic Plan which shows how foot and vehicular traffic will be re-routed during the project. IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the closure referenced above from Monday May 7th, 2018, through Monday August 27th, 2018.

Respectfully,

Mark A. Ramsey, ASLA
Indiana University
Senior Associate Landscape Architect
812-855-9480

Roy Aten <atenro@bloomington.in.gov>

Fwd: Street closure request

1 message

Ramsey, Mark Allen <maaramse@indiana.edu> Thu, Apr 26, 2018 at 8:06 AM
To: Roy Aten <atenro@bloomington.in.gov>

Roy,
Here is the draft. We need to keep this on the agenda. I won't be able to get it on letterhead with signature until later today.

April 25, 2018

Board of Public Works

City of Bloomington

401 North Morton Street

Bloomington, IN 47404

Re: Woodlawn Avenue and 7th Street Temporary Closure

Dear Board Members:

Indiana University ("IU") has partnered with city departments to plan a project titled Woodlawn Avenue Improvements -7th to 10th Street. This road construction project will consist of improvements to Woodlawn Avenue from 7th Street to 9th Street. The work has been bid by IU and is planned to be constructed from May 7th to August 15th of this year. Significant storm sewer improvements are included with the project as well. This work will require closure of the street during construction. A maintenance of traffic plan has been developed through coordination with city staff. This plan has been submitted. Sidewalks will be closed as necessary to accommodate the work as well. IU shares an interest with the city to minimize disruption for pedestrian and vehicular traffic. Alternative routes have been identified and will be maintained throughout the project.

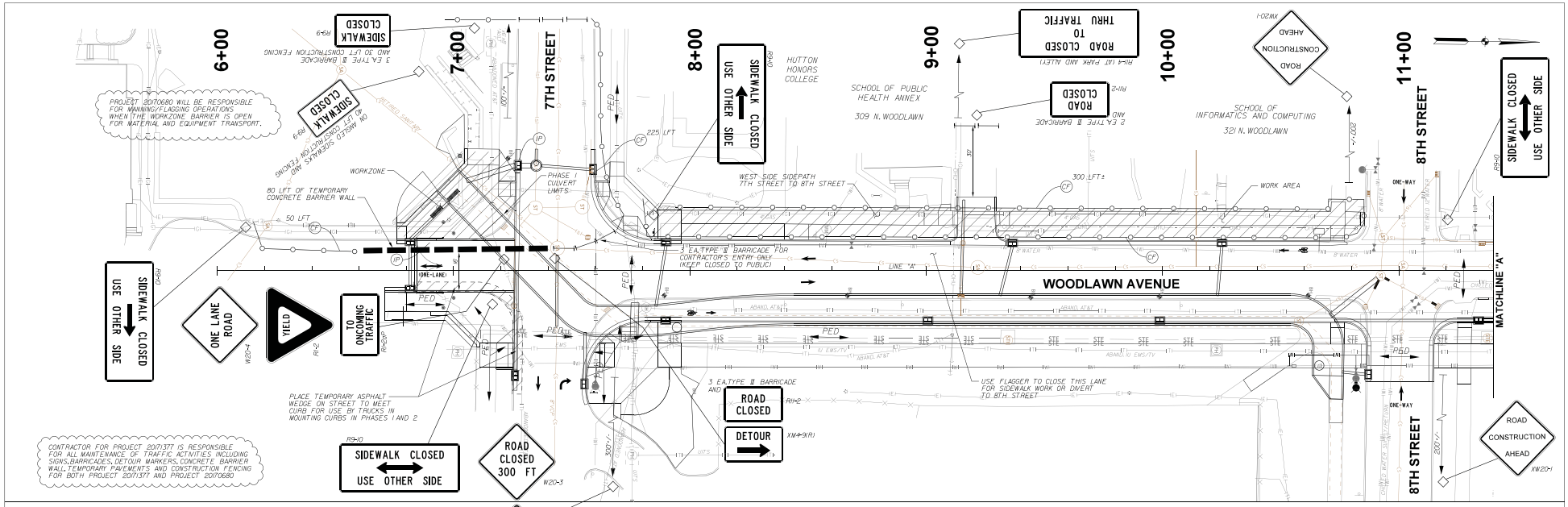
Respectfully,

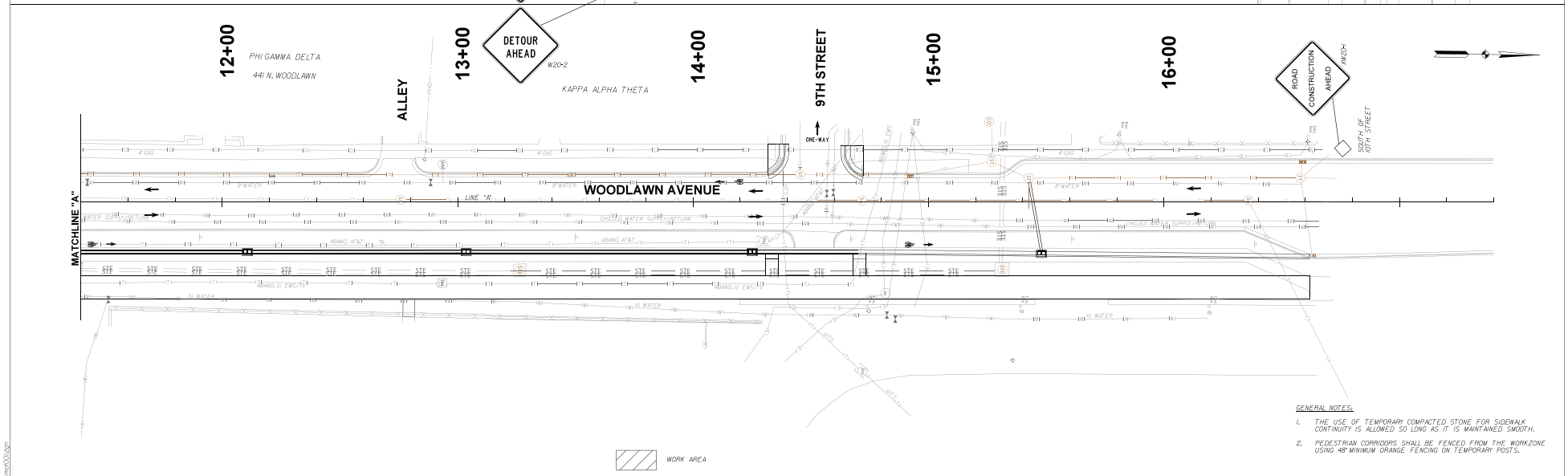
Mark A. Ramsey, ASLA

Indiana University

Director of Landscape Architecture

812-855-9480





GENERAL NOTES:

1. THE USE OF TEMPORARY COMPACTED STONE FOR SIDEWALK CONTINUITY IS ALLOWED SO LONG AS IT IS MAINTAINED SMOOTH.
2. PEDESTRIAN CORRIDORS SHALL BE FENCED FROM THE WORKZONE USING 48" MINIMUM ORANGE FENCING ON TEMPORARY POSTS.

MAINTENANCE OF TRAFFIC LEGEND

- ● INDOT STANDARD DRUM WITH STEADY BURN LIGHTS
- DETOUR ROUTE MARKER ASSEMBLY (LETTER DENOTES TYPE) (PER INDOT STANDARDS)
- BARRICADE (TYPE III)
- CONSTRUCTION SIGNS (SHAPE PER MUTCD)
- TRAFFIC FLOW DIRECTION
- (IP) INLET PROTECTION
- (CF) TEMPORARY CHAINLINK FENCING, 72" ON STANDS

BRICK RIDGWAY REGISTERED No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL	3-19-2018	DESIGN ENGINEER / DATE
DESIGNED: BR	DRAWN: SCS	
CHECKED: MT	CHECKED: BR	

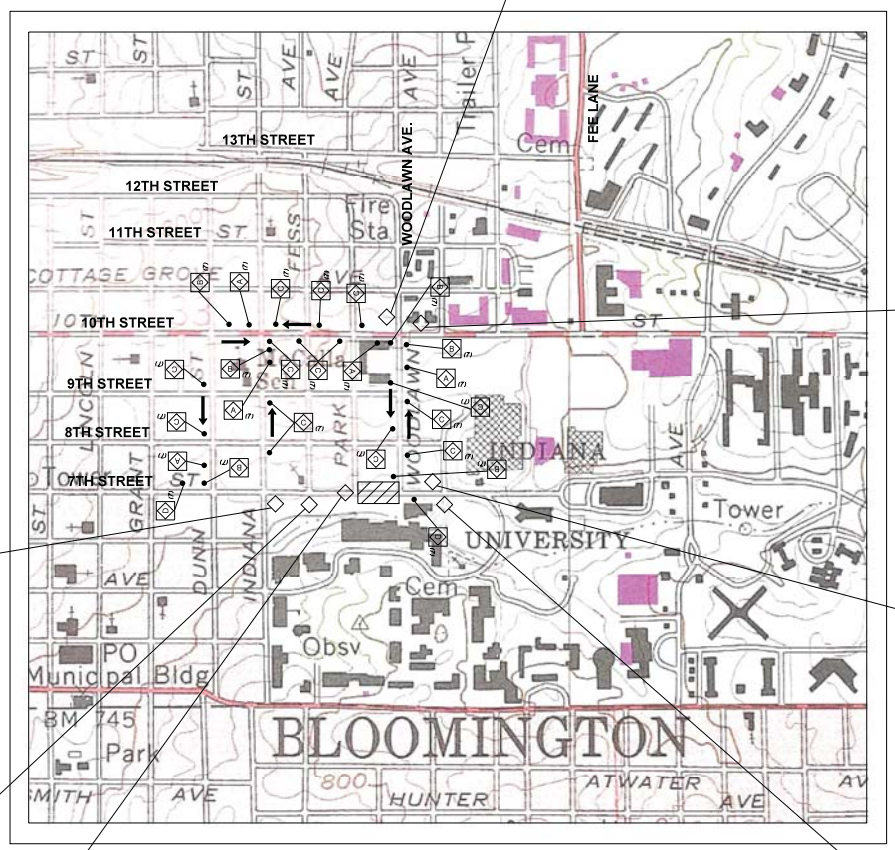
WOODLAWN AVENUE IMPROVEMENT
7TH STREET TO 10TH STREET

MAINTENANCE OF TRAFFIC AND EROSION CONTROL - PHASE 1

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1"=20'-0"	161
VERTICAL SCALE	
	SHEETS
	4 OF 33
IU PROJECT NUMBER	PROJECT
2017-377	WOODLAWN AVENUE

MOT - PHI 3/19/2018 8:35:09 AM

CONTRACTOR FOR PROJECT 2017137 IS RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC ACTIVITIES INCLUDING SIGNS, BARRICADES, DETOUR MARKERS, CONCRETE BARRIER WALL, TEMPORARY PAVEMENTS AND CONSTRUCTION FENCING FOR BOTH PROJECT 2017137 AND PROJECT 2017068O



PHASE 1 DETOUR ROUTE AND SIGNAGE MAP

NO SCALE

PHASE 1 WORK SUMMARY:

- SOUTHWEST CORNER OF 7TH STREET INTENSIVE STRUCTURAL WORK CULVERT AND WALLS
- SIDEWALK REPLACEMENT, WEST SIDE OF WOODLAWN AVENUE BETWEEN 7TH STREET AND 8TH STREET.

SECTION OF ROAD CLOSURE

ROUTE OF DETOUR 7TH STREET:

EASTBOUND:
INDIANA STREET/10TH STREET/WOODLAWN AVENUE

WESTBOUND:
WOODLAWN AVENUE/10TH STREET/DUNN STREET

MAINTENANCE OF TRAFFIC REQUIREMENTS:

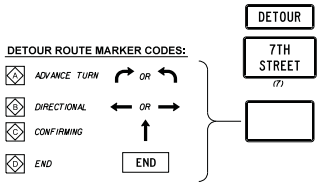
1. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
2. ALL SIGNS TO BE MOUNTED ON STANDARDS.
3. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

CONSTRUCTION SIGN, BARRICADE AND TEMPORARY PAVEMENT MARKINGS SUMMARY

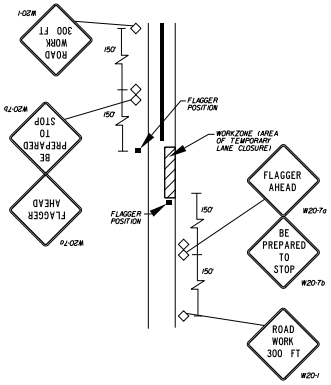
ITEM	CODE	REQUIREMENTS PER PHASE					TOTAL/HIGHEST NEED	COMMENTS
		1	2	3	4	UNDIST		
BARRICADE III (10' EACH)	-	110	129	80		30	150 LFT	
TEMPORARY CONSTRUCTION FENCING	-	945	125	1345		500	1845 LFT	
TEMPORARY CONCRETE BARRIER WALL	-	80	90	0	0	20	110 LFT	
DETOUR ROUTE MARKER ASSEMBLY	A,B,C,D	5,7,15,2	9,9,11,2	6,5,6,2	*See Note	2	34 EA	
TEMP. CRUSHED STONE SIDEWALK		0	10	0	0	10	20 TONS	
TEMP. HMA WEDGE AND LEVEL	HMA Intermed. Type A	8 TON	Retain from Ph. 1	0	0	5 TON	13 TON	For SE Gutter Line at 7th for Trucks to overtop curb
ROAD CLOSURE SIGN ASSEMBLY	R11-2	3	3	4	*See Note	1	7 EA	
	R11-3	1	1	1	*See Note	0		
	R11-4	1	2	1	*See Note	0		
CONSTRUCTION SIGNS, A								
ROAD CONSTRUCTION AHEAD	XW20-1	3	3	5	*See Note	0	5	
STOP	R1-1	0	1	2	*See Note	0	2	
WATCH FOR TRUCKS ON SIDEWALK	Custom	0	2	0	0	0	2	
DETOUR AHEAD	XW20-2	1	2	0	0	0	2	
ROAD CLOSED AHEAD	XW20-3	0	1	0	0	0	1	
ROAD CLOSED 300 FT	XW20-3	2	2	1	*See Note	0	2	
WOODLAWN AVENUE (7TH STREET) CLOSED AT 8TH STREET (WOODLAWN) - FOLLOW DETOUR	Custom	2	2	4	*See Note	0	4	
DO NOT ENTER	R5-1	0	0	3	*See Note	0	3	
ONE LANE ROAD	W20-4	1	1	0	0	0	1	
YIELD	R1-2	1	1	0	0	0	1	
SIDEWALK CLOSED - USE OTHER SIDE	R9-10	4	5	5	*See Note	2	7	
SIDEWALK CLOSED AHEAD - CROSS HERE	R9-11	1	2	0	0	0	2	
OWNER DETERMINED	TBD					4	4	
							36 EA	
CONSTRUCTION SIGNS, B								
END CONSTRUCTION	XG20-2	2	2	3	3	0	3	
SIDEWALK CLOSED	R9-9	2	2	0	0	2	4	
TO ONCOMING TRAFFIC	R1-2aP	1	1	0	0	0	1	
ONE WAY	R6-2 (L)	0	0	1	*See Note	0	1	
RIGHT TURN ONLY	R3-5	0	0	2	*See Note	0	2	
DETOUR	XM4-9 or 10	2	3	2	*See Note	0	3	
FLAGGER AHEAD	W20-7a	2	2	2	2	0	2	For Flagger Operations, When Used
BE PREPARED TO STOP	W20-7b	2	2	2	2	0	2	
ROAD WORK 300 FEET	W20-1	2	2	2	2	0	2	
NO PARKING	R8-3a	0	3	0	0	0	3	
OWNER DETERMINED	TBD					2	2	
							25 EA	
TEMPORARY PAVEMENT PARKINGS								
4" WHITE LINE, REMOVABLE (LFT)		0	240	0	0	0	240 LFT	
4" YELLOW LINE, REMOVABLE (LFT)		0	1280	0	0	600	1880 LFT	

NOTE: * IT IS OPTIONAL TO KEEP THE PHASE 3 DETOUR IN PLACE FOR PART OF PHASE 4

DETOUR ROUTE MARKER CODES:



NOTE:
DRMA's LABELLED ABOVE WITHOUT A STREET NAME ARE FOR WOODLAWN AVENUE.



TYPICAL LANE RESTRICTIONS ON PUBLIC ROADS USING FLAGGER

NOTE:
DISTANCES SHALL BE ADJUSTED TO FIELD CONDITIONS WHERE SPACE IS LIMITED.

FOR INCIDENTAL USE, PRIMARILY FOR USE DURING SIDEWALK WORK ON WEST SIDE

BRICK RIDGWAY REGISTERED No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL: 3-19-2018
DESIGN ENGINEER — DATE

DESIGNED: BR | DRAWN: SCS
CHECKED: MT | CHECKED: BR

WOODLAWN AVENUE IMPROVEMENT
7TH STREET TO 10TH STREET

PHASE 1
MAINTENANCE OF TRAFFIC
DETOURS AND GENERAL NOTES

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1"=20'-0"	161
VERTICAL SCALE	
	SHEETS
	5 OF 33
IU PROJECT NUMBER	PROJECT
2017137	WOODLAWN AVENUE

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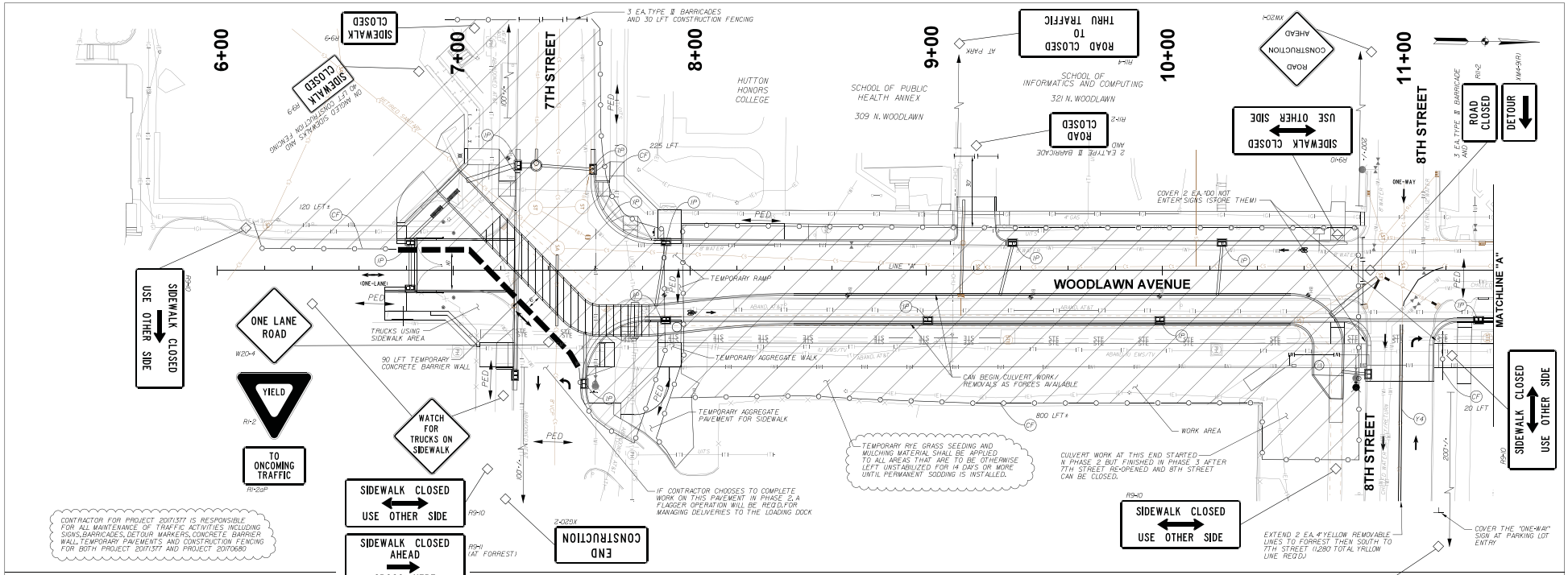

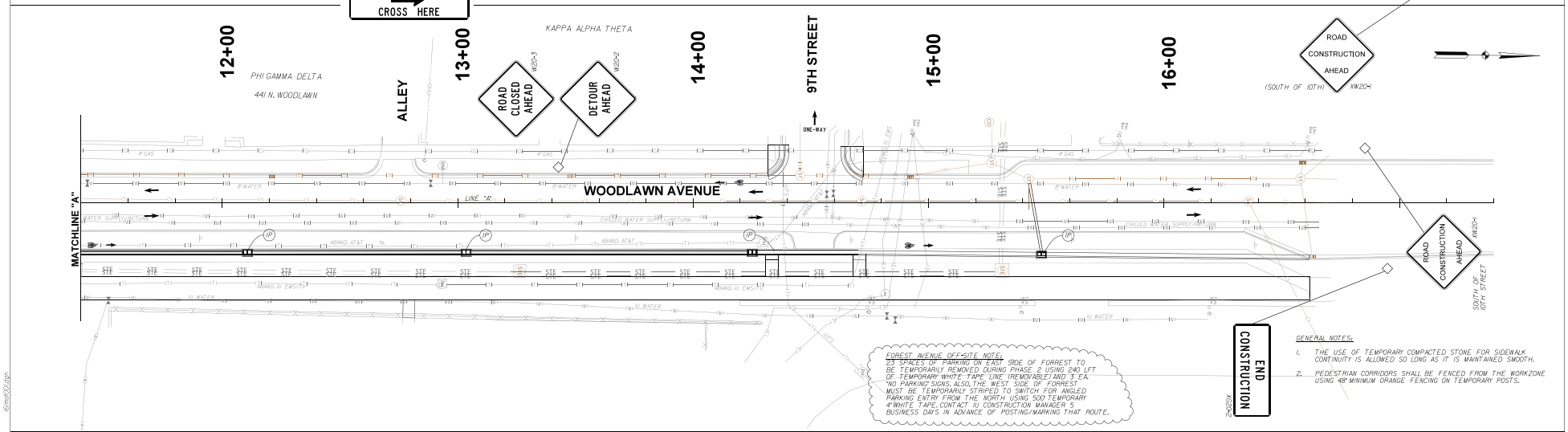

GENERAL NOTES:

1. THE USE OF TEMPORARY COMPACTED STONE FOR SIDEWALK CONTINUITY IS ALLOWED SO LONG AS IT IS MAINTAINED SMOOTH.
2. PEDESTRIAN CORRIDORS SHALL BE FENCED FROM THE WORKZONE USING 48" MINIMUM ORANGE FENCING ON TEMPORARY POSTS.

MAINTENANCE OF TRAFFIC LEGEND

- ● INDOT STANDARD DRUM WITH STEADY BURN LIGHTS
- DETOUR ROUTE MARKER ASSEMBLY (LETTER DENOTES TYPE) (PER INDOT STANDARDS)
- BARRICADE (TYPE III)
- CONSTRUCTION SIGNS (SHAPE PER MUTCD)
- TRAFFIC FLOW DIRECTION
- (IP) INLET PROTECTION
- (Y4) LINE, YELLOW, REMOVABLE TAPE, 4"
- (CF) TEMPORARY CHAINLINK FENCING, 72" ON STANDS

BRICK RIDGWAY REGISTERED No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL: 3-12-2018 DESIGN ENGINEER DATE

DESIGNED: BR | DRAWN: SCS
CHECKED: MT | CHECKED: BR

WOODLAWN AVENUE IMPROVEMENT 7TH STREET TO 10TH STREET

MAINTENANCE OF TRAFFIC AND EROSION CONTROL - PHASE 2

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1"=20'-0"	161
VERTICAL SCALE	
	SHEETS
	6 OF 33
IU PROJECT NUMBER	PROJECT
2017.377	WOODLAWN AVENUE

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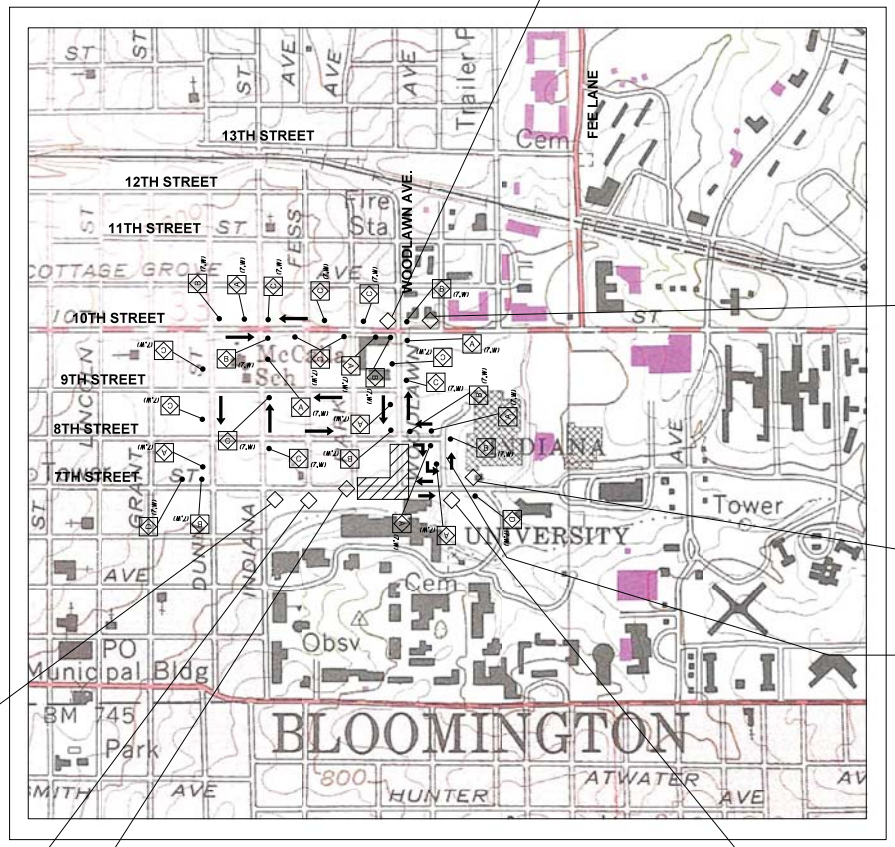
CONTRACTOR FOR PROJECT 2017377 IS RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC ACTIVITIES INCLUDING SIGNS, BARRICADES, DETOUR MARKERS, CONCRETE BARRIER WALL, TEMPORARY PAVEMENTS AND CONSTRUCTION FENCING FOR BOTH PROJECT 2017377 AND PROJECT 2017060

WOODLAWN

DETOUR

WOODLAWN AVENUE CLOSED AT 8TH STREET FOLLOW DETOUR



WOODLAWN AVENUE CLOSED AT 8TH STREET FOLLOW DETOUR

DETOUR

WOODLAWN

ROAD CLOSED 300 FT W20-3

DETOUR AHEAD W20-2

FOREST AVENUE OFF-SITE NOTE:
23 SPACES OF PARKING ON EAST SIDE OF FORREST TO BE TEMPORARILY REMOVED DURING PHASE 2 USING 240 LFT OF TEMPORARY WHITE TAPE LINE (REMOVABLE) AND 3 EA "NO PARKING" SIGNS. ALSO, THE WEST SIDE OF FORREST MUST BE TEMPORARILY STRIPED TO SWITCH FOR ANGLED PARKING ENTRY FROM THE NORTH USING 500 TEMPORARY 4" WHITE TAPE. CONTACT IU CONSTRUCTION MANAGER 5 BUSINESS DAYS IN ADVANCE OF POSTING/MARKING THAT ROUTE.

ROAD CLOSED 600 FEET AHEAD LOCAL TRAFFIC ONLY R11-3

DETOUR M4-10(L)

ROAD CLOSED 300 FT W20-3

SIDEWALK CLOSED AHEAD CROSS HERE R9-11

R11-2 ROAD CLOSED

3 EA TYPE III BARRICADE AND

PHASE 2 DETOUR ROUTE AND SIGNAGE MAP

NO SCALE

1 EA TYPE III BARRICADE AND

R11-4 ROAD CLOSED TO THRU TRAFFIC

DETOUR M4-10(R)

R9-1 STOP

SOUTHBOUND FORREST AT 7TH STREET

PHASE 2 WORK SUMMARY:

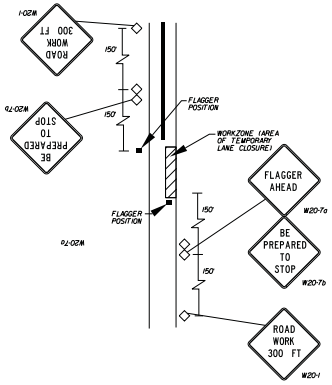
- CULVERT CROSSING OF 7TH STREET/WOODLAWN AVENUE
- BEGIN CULVERT WORK 7TH STREET TO 8TH STREET CURBS AND SIDEWALKS IN SOUTHWEST, NORTHWEST AND NORTHEAST CORNERS.
- CONTINUE WALLS
- BEGIN ROADWAY 8TH STREET TO 10TH STREET
- SOUTHWEST GATE STRUCTURE (* SEE CLOUD NOTE)

* THIS ITEM MUST BE COORDINATED WITH THE CONTRACTOR'S PLAN FOR PAVING THE EAST AND SOUTH PORTIONS OF THE 7TH STREET INTERSECTION. THIS GATEWAY MAY WAIT UNTIL PHASES 3 (OR 4) IF NECESSARY TO PRESERVE TRUCK ACCESS ROUTE TO LOADING DOCK.

SECTION OF ROAD CLOSURE

MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
2. ALL SIGNS TO BE MOUNTED ON STANDARDS.
3. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.



TYPICAL LANE RESTRICTIONS ON PUBLIC ROADS USING FLAGGER

NOTE:
DISTANCES SHALL BE ADJUSTED TO FIELD CONDITIONS WHERE SPACE IS LIMITED.

FOR INCIDENTAL USE, PRIMARILY FOR ROADWAY WORK, 8TH STREET TO 10TH STREET AS NEEDED

DETOUR ROUTE MARKER CODES:

- ADVANCE TURN — OR
- DIRECTIONAL — OR
- CONFIRMING
- END — END

DETOUR
WOODLAWN AVENUE (W) OR 7TH STREET (7)

NOTE:
DRMKs LABELLED ABOVE WITHOUT A STREET NAME ARE FOR WOODLAWN AVENUE.

BRICK RIDGWAY REGISTERED No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — 3-19-2018 DATE

DESIGNED: BR DRAWN: SCS
CHECKED: MT CHECKED: BR

WOODLAWN AVENUE IMPROVEMENT
7TH STREET TO 10TH STREET

PHASE 2
MAINTENANCE OF TRAFFIC
DETOURS AND GENERAL NOTES

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1"=20'-0"	161
VERTICAL SCALE	
	SHEETS
	7 OF 33
IU PROJECT NUMBER	PROJECT
2017377	WOODLAWN AVENUE

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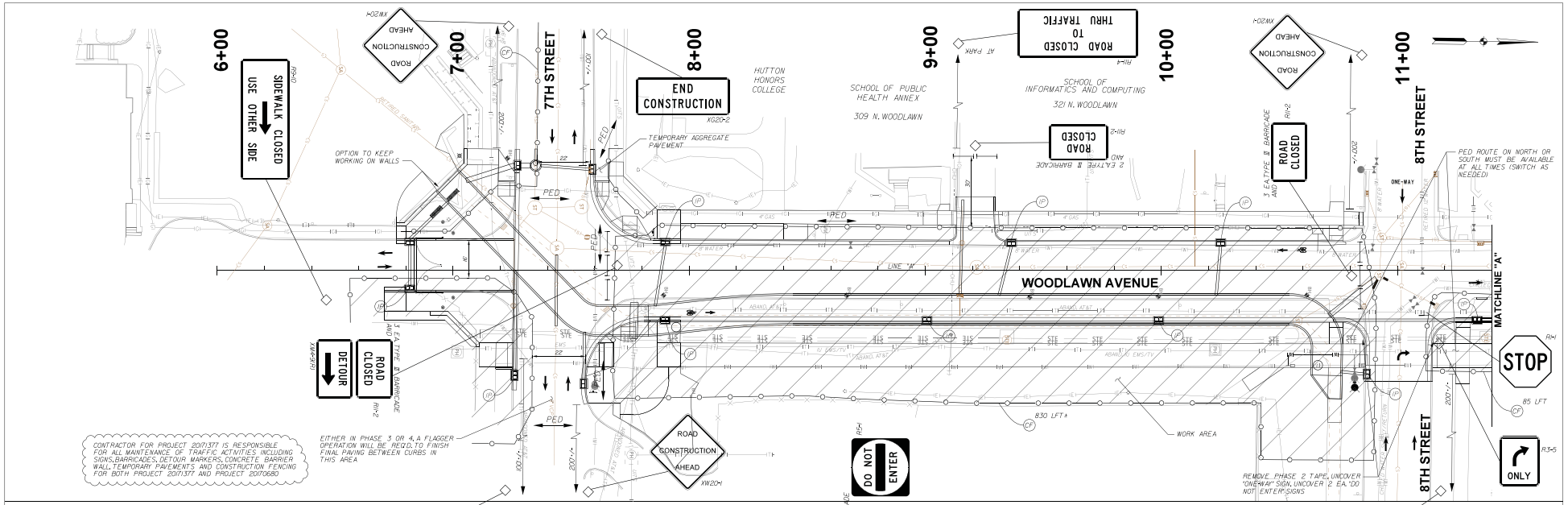

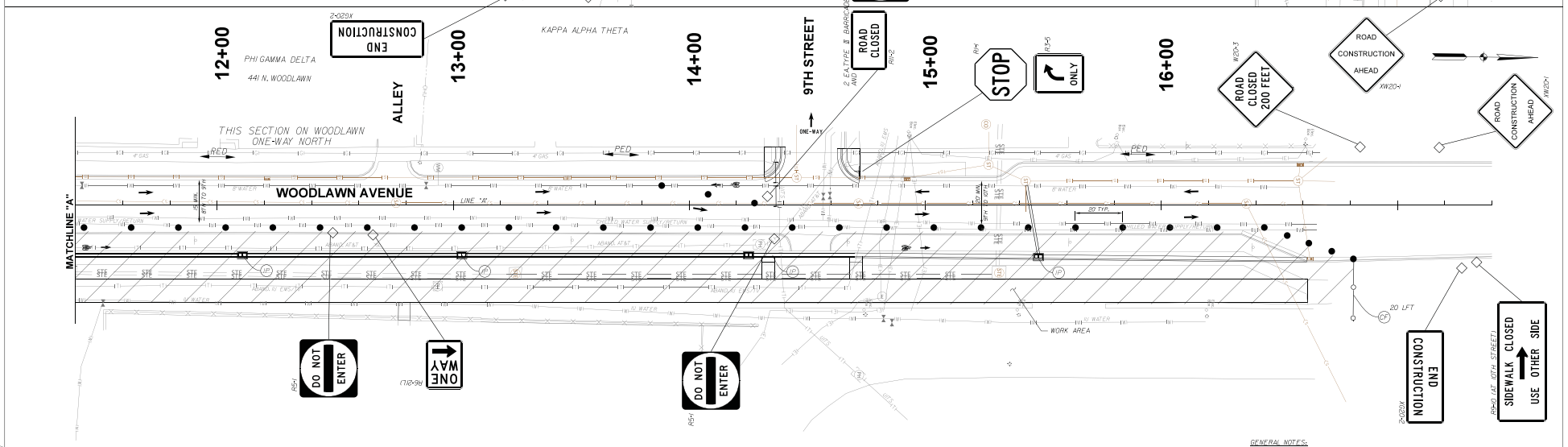

GENERAL NOTES:

1. THE USE OF TEMPORARY COMPACTED STONE FOR SIDEWALK CONTINUITY IS ALLOWED SO LONG AS IT IS MAINTAINED SMOOTH.

MAINTENANCE OF TRAFFIC LEGEND

- INDOT STANDARD DRUM WITH STEADY BURN LIGHTS
- DETOUR ROUTE MARKER ASSEMBLY (LETTER DENOTES TYPE) (PER INDOT STANDARDS)
- BARRICADE (TYPE III)
- CONSTRUCTION SIGNS (SHAPE PER MUTCD)
- TRAFFIC FLOW DIRECTION
- INLET PROTECTION
- Y4 LINE, YELLOW, REMOVABLE TAPE, 4"
- CF TEMPORARY CHAINLINK FENCING, 72" ON STANDS

BRICK RIDGWAY REGISTERED No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL: 3-13-2018 DESIGN ENGINEER DATE

DESIGNED: BR DRAWN: SCS
CHECKED: MT CHECKED: BR

WOODLAWN AVENUE IMPROVEMENT
7TH STREET TO 10TH STREET

MAINTENANCE OF TRAFFIC AND EROSION CONTROL - PHASE 3

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1"=20'-0"	161
VERTICAL SCALE	
	SHEETS
	8 OF 33
IU PROJECT NUMBER	PROJECT
2017137	WOODLAWN AVENUE

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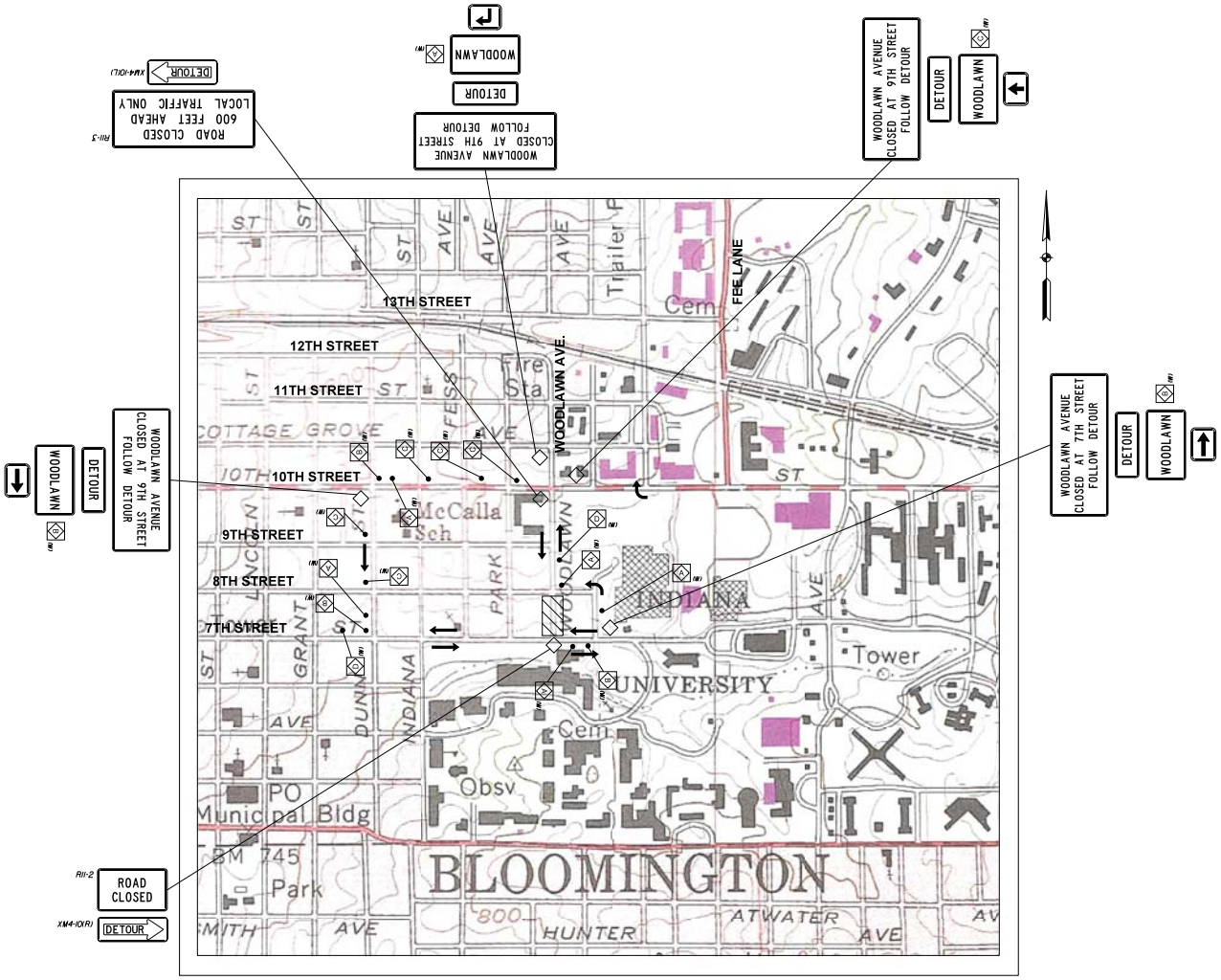


PHASE 3 DETOUR ROUTE AND SIGNAGE MAP

NO SCALE

(MAY ALSO BE USED IN PHASE 4)

CONTRACTOR FOR PROJECT 2017I377 IS RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC ACTIVITIES INCLUDING SIGNS, BARRICADES, DETOUR MARKERS, CONCRETE BARRIER WALL, TEMPORARY PAVEMENTS AND CONSTRUCTION FENCING FOR BOTH PROJECT 2017I377 AND PROJECT 2017I680

PHASE 3 WORK SUMMARY:

- CULVERT WORK FROM 7TH STREET TO 8TH STREET
- ROADWAY WORK 7TH STREET TO 8TH STREET
- FINISH ROADWAY FROM 8TH STREET TO 10TH STREET
- CURBS AND SIDEWALKS, SOUTHEAST CORNER OF 7TH STREET
- SOUTHEAST GATE STRUCTURE
- FINISH WALLS

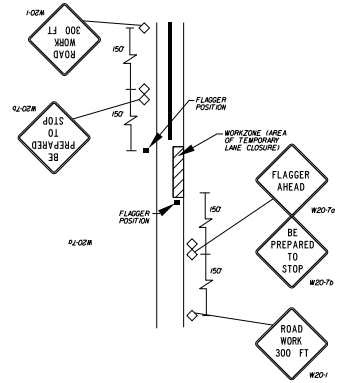
PHASE 4 WORK SUMMARY:

- ALL AREAS: FINISH RESURFACING, MARKINGS, LIGHTING, IRRIGATION AND LANDSCAPING.

SECTION OF ROAD CLOSURE PHASE 3 (PHASE 4 OPTIONAL)

MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
2. ALL SIGNS TO BE MOUNTED ON STANDARDS.
3. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.



TYPICAL LANE RESTRICTIONS ON PUBLIC ROADS USING FLAGGER

NOTE:
DISTANCES SHALL BE ADJUSTED TO FIELD CONDITIONS WHERE SPACE IS LIMITED.

FOR PHASE 3 ROADWAY WORK 8TH STREET TO 10TH STREET, AND ANY PHASE 4 WORK

DETOUR ROUTE MARKER CODES:

- A — ADVANCE TURN
- B — DIRECTIONAL
- C — CONFIRMING
- D — END

DETOUR / WOODLAWN AVENUE / (W)

NOTE:
DRMs LABELLED ABOVE WITHOUT A STREET NAME ARE FOR WOODLAWN AVENUE.

RECOMMENDED FOR APPROVAL	3-19-2018 DESIGN ENGINEER DATE	WOODLAWN AVENUE IMPROVEMENT 7TH STREET TO 10TH STREET	HORIZONTAL SCALE 1"=20'-0" / VERTICAL SCALE
DESIGNED: BR	DRAWN: SCS	PHASE 3 MAINTENANCE OF TRAFFIC DETOURS AND GENERAL NOTES	SHEETS 9 OF 33
CHECKED: MT	CHECKED: BR		IU PROJECT NUMBER 2017I377 / PROJECT WOODLAWN AVENUE

BRICK RIDGWAY REGISTERED No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

ERCES PROJECT NUMBER 161

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Google Maps

Imagery ©2018 Google, Map data ©2018 Google 200 ft

Board of Public Works
Staff Report

Project/Event:	P.A.R.C.S. Replacement
Petitioner/Representative:	Public Works , Ryan Daily
Staff Representative:	Ryan Daily
Date:	05.1.2018

Report:

The City of Bloomington is seeking to replace all parking hardware and software (P.A.R.C.S) parking and revenue control management system in all three city garages. This upgrade/install is to replace the current PARCS system and modernize all parking software and hardware.

A Request for Proposals was issued and four companies offered proposals for the project:

Signature Control Systems, LLC/TIBA GROUP, Columbus, OH
Evens Time, Inc., Indianapolis, IN
Linkology, Inc., Newport, KY
ParkingSoft, LLC, Norcross, GA

In addition, we are adding the following optional items to the base of the proposal:

Year 1 – Maintenance Contract	$7,811.50
Reversible Lanes @ Morton Street Garage	$15,673.33
New Entry/Exit Signs @ Morton	$3,884.00
New Entry/Exit Signs @ Walnut	$2,738.67

We recommend using Evens Time, Inc., for P.A.R.C.S. replacement/upgrade due to overall pricing.

Total cost of project = $421,988.17

Recommend ☒ **Approval** ☐ **Denial by:** Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

EVENS TIME, INC.

FOR

PARKING REVENUE AND CONTROL SYSTEM (PARCS) INSTALLATION IN CITY PARKING GARAGES

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Evens Time, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Installation of an **Upgraded Parking Revenue and Control System in City Parking Garages** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Proposal and

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

WHEREAS, CONTRACTOR was determined to have made a proposal that is most advantageous to the City for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement on or before September 30, 2018, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed _Four Hundred Twenty-One Thousand, Nine Hundred Eighty-Eight Dollars and Seventeen Cents ($421,988.17)___ CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of $100,000, the Owner requires that retainage be held set out below.

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 **Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Request for Proposals Documents.
4. The General Information for Proposals.
5. The General Conditions for Proposals.
6. The General Requirements for Proposals.
7. All plans as provided for the work that is to be completed.
8. The Specifications and Scope of Work.
9. PROPOSER'S submittals.
10. The Performance Bond and the Payment Bond.
11. The Escrow Agreement.
12. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	

E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington, Public Works Dept.		Evens Time, Inc.
Attn: Ryan Daily		Attn: Jonathan Evans
P.O. Box 100		2475 Directors Row, Suite C
Bloomington, Indiana 47402		Indianapolis, IN 46241

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

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

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement

would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

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

5.20 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her proposal a written drug testing policy for a public works project that is estimated to cost $150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington Bloomington Board of Public Works	Evens Time, Inc.
BY:	BY:
_____ Kyla Cox Deckard, President	_____ Contractor Representative

Dana Palazzo, Member

Printed Name

Beth H. Hollingsworth, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"**SCOPE OF WORK**"

Evens Time Inc.

FOR

PARKING REVENUE AND CONTROL SYSTEM (PARCS) INSTALLATION IN CITY PARKING GARAGES

This project shall include, but is not limited to, the following SCOPE OF WORK. Evens Time Inc., shall provide all necessary labor and material to complete the following:

Details

i. Contractor shall act as a General Contractor for the entire scope of work
ii. Contractor shall make all necessary measurements for the entire scope of work
iii. Contractor shall apply for all necessary building and/or work permits
iv. Contractor shall block off sidewalk, pedestrian traffic lanes, metered areas, and road within 100x feet of work area, as needed
v. Contractor shall notify Garage Manager 24 hours prior to closing any areas in the facility
vi. Contractor shall not work past 9:00 PM on any day
vii. Contractor shall dispose of all waste material in a coded disposal facility
viii. Contractor shall be capable of selling any serviceable equipment and reimburse the City of Bloomington, if sold, at negotiated price (TBD)
ix. The facility manager will perform a walkthrough of the area with the Contractor to assure all details of the scope of work is compete

Service Requirements

1. One Year Maintenance Contract, renewable on an annual basis, for service and repair of all industry standard items
2. Four Hour Repair Service contract turn time around during business hours for service calls on equipment during normal business hours
3. Four no charge, weekend service calls during a calendar year
4. Major repair of equipment must be made within a 24 hour period after initial call
5. Vendor must retain in-stock, all parts needed to service all pay stations, exit gate lanes, spitter entries and all electronic boards needed to repair damaged or malfunctioning equipment.

Project Description

Location

Walnut Street Garage located at 300 N Walnut Street

Morton Street Garage located at 245 N Morton Street

4th Street Garage located at 105 W 4th Street

Facilities Description

The Walnut Street Garages has the following access points:

1. One Entry Lanes
2. Two Exit Lanes
3. One Pay on Foot
4.

Morton Street Garages has the following access points:

1. One Entry Lanes
2. Two Exit Lanes
3. One Pay on Foot

4th Street Garage has the following access points:

1. One Entry Lanes
2. Two Exit Lanes
3. One Pay on Foot

Equipment Specifications

General Scope of Work

1. Contractor shall replace or upgrade all existing gate arms, gate boxes, Pay on Foot, entry gate lanes, exit gate lanes, and all hardware and software related to automated parking equipment and install new equipment according to specifications.
2. Contractor shall replace all existing conduit
    a. Contractor shall install Metallic EMT 10-ft Conduit to house electrical and communication wire from junction boxes to each outlet
    b. Contractor shall install exterior use Square Ceiling/Wall Electrical Box for junction boxes
    c. Contractor shall use Weatherproof Electrical Outlet Cover
3. Contractor shall work with Garage Manager and the City of Bloomington IT department to assure all hardware and software requirement are met and installed correctly.
4. All wiring shall follow TIA/EIA specifications
5. When pulling new wiring, the vendor shall pull three additional cables through the main branch lines to allow for future upgrades or equipment.

Monthly Parking

Monthly Parking access points shall be either embedded in the entry/exit ticket systems, or shall be set upon pedestals two feet in front of the parking equipment.

Transient Parking

Entry Stations shall be encoded upon QR (preferred) or bar code coded tickets. No parking systems will be considered using magnetic stripe tickets. Tickets shall display date and time of entry.

Exit stations shall accept QR (preferred) or bar coded tickets, validation tickets, and have a credit card only processing option.

Pay on Foot (PoF) Stations shall accept QR (preferred), or bar coded tickets, validations, cash and credit cards.

Audio/Video

1. Must have "Help or Assistance" buttons on every device.
2. All equipment shall be capable of integrated interfacing with Parker ™ communication system.

Requirements

1. All equipment must interface across a network
2. Must be able to interface with server over IP and LAN
3. Exit terminals, Entry terminals and PoF must be able to calculate fee without server query
4. Must comply with all federal laws in credit card processing
5. Must be able to use calculate fee with a handheld device and develop reports based upon use

Equipment

Morton Street Garage

a. 1 – Entrance Stations
b. 2 – Transient Pay in Lanes
c. 3 – Monthly Proximity Readers at the entry and exit stations. Proximity readers shall be integrated into the Entry/Exit Stations or placed two feet in front of the E/E Stations
d. Loops, detectors & controllers at Entry and Exit points
e. 1 – Pay Station located next to the elevator
f. 3 - Entry/Exit gates boxes and folding gates arms must be *Magnetic Auto Controls* with "break away" gate arms

Walnut Street Garage

a. 1 – Entrance Stations
b. 2 – Transient Pay in Lanes
c. 3 – Monthly Proximity Readers at the entry and exit stations. Proximity readers shall be integrated into the Entry/Exit Stations or placed two feet in front of the E/E Stations
d. Loops, detectors & controllers at Entry and Exit points
e. 1 – Pay Station located next to the elevator
f. 3 - Entry/Exit gates boxes and folding gates arms must be *Magnetic Auto Controls* with "break away" gate arms

4th Street Garage

a. 1 – Entrance Stations
b. 2 – Transient Pay in Lanes
c. 3 – Monthly Proximity Readers at the entry and exit stations. Proximity readers shall be integrated into the Entry/Exit Stations or placed two feet in front of the E/E Stations
d. Loops, detectors & controllers at Entry and Exit points
e. 1 – Pay Station located next to the elevator
f. 3 - Entry/Exit gates boxes and folding gates arms must be *Magnetic Auto Controls* with "break away" gate arms

Additional:

1. Contractor shall install a nested area at the 4th Street Garage Basement for reserved only parking passes. This includes pouring a new island, installing card readers, gate arms, and wiring.
2. Contractor shall provide a separate bid line item for "reversible lanes" at the Morton and 4th Street Garage, center lane. This shall be an optional item listed below the main quote.
3. Contractor shall add 3,000 proximity card monthly parking passes as part of the quote.

General Requirements for Database and Software:

- Digital copies of all transactions for a minimum of 10 years in a database accessible by staff.
- A digital back-up copy of the database, card access system, ticket transactions, and user setting must be made every evening at 5:00 AM
- Time of business reporting shall be from midnight to midnight – One complete 24 hour period, or as otherwise directed by management.
- Must be able to remotely log in to system at any time from any computer that is connected to a City of Bloomington Network
- Must be able to support concurrent logins from multiple computers for any tasks needed such as card activation, report generation, etc. Any licensing needs shall be included in the scope of work.
- Must have active display of garage counts, user data, card access, and entry/exit conditions at all times
- Must be able to send Automatic Email Alerts and reports to customers and management
- Must be able to set fixed and programmable fee for Hotel Card Use
- Capable of interfacing with GENEVA, PARIS, and ROME parking software and upload parking data directly to the City of Bloomington server
- Contractor shall work with the City of Bloomington IT department and have all server side functions installed at City Hall, IT department

Software Requirements:

All software must meet current existing needs and allow for expansion should new facilities are added.

1. Must have *Card Access* system with the following:
    a. Must be able to auto charge and auto bill monthly customers via credit card
    b. Monthly Parking Cards must scale over 100,000
    c. Must have detailed parker information in the parker database: (Name, Account Number, Reserved Space Number, First Name, Last Name, Vehicle Make & Model, License plate number, and last use)
    d. Must be able to lock out individual cards
    e. Must have auto lock out feature available for non-paid accounts
    f. Must be able to set cards for all access
    g. Must be able to set cards for over-ride
    h. Must be able to group parking cards into accounts
    i. Must be able to offer a Timed Parking Pass or equivalent
    j. Must be able to search for monthly card holder within card access system using the following criteria:
        i. Name First or Last
        ii. Card Number
        iii. Account Number/Account Name
        iv. License plate number
        v. Reserved/Stall #
        vi. Vehicle Make/Model/Year

vii. Address

j. Must have user groups to set card access and other privileges for end users
k. Must be able to "Sync" all cards to neutral at any time
l. Must be able to set monthly parking cards by location and timeframe: Location Specific, All garages, and timeframes such as 24/7, M-F 6-6
m. All monthly parking passes must be proximity cards

2. Must have *Revenue Control* system capable of:
    a. Must be able to offer validations. Contractor shall add two validations units as part of the scope as a separate line item.
    b. Must be able to track tickets by fee, rate, entry time, exit time, and duration of stay

3. Must have *Accounts Receivable* system capable of:
    a. Must be able to email customers
    b. Must be able to email any report query
    c. Must have Invoice capability
    d. A/R system must integrate with PARIS accounting software

4. Must have *Count Monitor* stem capable of:
    a. Must display IN/OUT status live
    b. Must display live information of gate arms (open close), NRC (Non-resettable counters), and all Enty/Exit Functions
    c. Must display Garage Count totals in real time
        i. Must have a separate line item in counts for Hotel users
        ii. Must have separate line item in counts for 4th Street Garage Reserved area
        iii. Must display Monthly Counts for each garage
        iv. Must display Transient Counts for each garage
    d. Must provide live and accurate garage counts for three locations
    e. Must be able to remotely control gate arms and entry spitters On/Off
    f. Must be able to automatically close and open garages automatically via macro
    g. Must be able to set and program macros for various other functions
    h. Must be able to manually adjust parking counts at any time: Example: Monthly/Transient/Facility

5. Must have *Report* system
   Vendor must provide evidence of available service, reports, and have available the following:

    1. Must be able to generate monthly parker usage report
    2. Must be able to generate a daily, monthly, annual, and date specific general total reports for ticket holder use
    3. Report for daily transactions
    4. Report for Pay Stations total tickets and fees by amount
    5. Report for Pay in lanes total tickets and fee by amount
    6. Report for NRC lanes
    7. Hotel Use report
    8. Report for remote vending of gate arms
    9. Count Statistics Report
    10. Duration of Stay Report
    11. Entry/Exit Report
    12. Customizable reports for the following: Account Name, Number, Card Number, First Name, Last Name, Address, Plate Number, contract rate, Last Use, Facility, Reserved Space Number, Access Privileges (Locked out, etc.)

13. Provide detailed reports of customer parking activity for Hotel Use
14. Must be capable to request custom reports for any criteria within database

Hotel Requirements

The Hotel Keycards will have two supporting devices for access:

1. Proximity Cards
2. Capable of supporting Onity Direct Key Parking Access
3. Proximity Hotel Parking Cards must be on separate access code ID and scale as needed by Hotel specifications
4. Parking System Server Side must be able to interface with Hotel Parking network and must be directly connected to the City of Bloomington.

The Onity DirectKeyTM Parking System as Hilton specifies to be used for digital key program, will be supplied by hotel, but installed by contractor. Contractor responsible for material outside of what is provided by Onity.

Prox Card Readers capable of reading guest room keys for access to and from Parking Facility. Hotel Keying system is currently using Kaba/Saflok RT series RFID cards. All material and labor necessary for installation of equipment to be provided by contractor. Prox cards must have ability to be programmed using Hotels current key card encoders by Saflok.

Parking Software system must be capable of interfacing with Hilton OnQ systems and approved by Hilton OnQ systems. The interfacing must be included in the contractor scope of work. Software must adhere and communicate with City of Bloomington's Parking Management system requirements, as is defined by City of Bloomington.

Any work performed by Contractor inside of Hotel will be done with a cooperative effort to minimize any impact on Hotels guests and or customers accommodations while doing business with Hotel. Work deemed (by Hotel) as disruptive, noisy, or posing of great inconvenience to Hotel operations and guests stay will be done within time frames defined by Hotel.

Any form of Validation and Validation Equipment utilized by the City of Bloomington must also be made available to the Hotel and its vendors, guests, customers, and or employees. In an effort to comply with Title 15 Ordinance(s), and not restrict local vendors, guests, customers, and or employees from the same benefits as the general public (i.e. 3 hours or less poses no charge on occupant of vehicle for usage of parking facility).

Hotel Reporting Requirements:
Must be able to generate or query daily, monthly, and custom defined date(s) up to 1 year, for number of cards generated and identify time, station, guest room number and user who generated parking access card. Reports must also be available, by request of the Hotel, by the City of Bloomington, for up to 7 years.

Must be able to generate or query, number of active cards, including employees daily, monthly, and custom defined date(s) up to 1 year. Reports must also be available and maintained, by request of the Hotel, by the City of Bloomington, for up to 7 years.

Must be able to generate or query, a daily, monthly, and custom defined date(s) up to 1 year, hotel parking charge report. Reports must also be available and maintained, by request of Hotel, by the City of Bloomington, for up to 7 years.

Must be able to generate or query report, daily, monthly, and custom defined date(s) up to 1 year, capable of showing any manual and or automatic adjustments of charges, and defined as such "manual" or "automatic", incurred to Hotel by City of Bloomington. Reports must also be available and maintained, by request of Hotel, by the City of Bloomington, for up to 7 years.
Must be able to generate or query report, daily, monthly, and custom defined date(s) up to 1 year, that will show each key card, including employees, that will show gate activity and usage with time and date details. Reports must also be available and maintained, by request of Hotel, by the City of Bloomington, for up to 7 years.

Bloomington ITS Requirements

1. The 4th Street and Morton Street Garage currently have a limited number of available ports. When using IP addressing, vendor shall supply IT Department with the number of needed ports and cabling needs.
2. All networking hardware equipment needs to be purchased through the IT department. This will ensure it is compatible with existing network.
3. Any Fiber Optic's will need to be of Single Mode and approved by IT.
4. Any additional Ethernet wiring will need to be Cat6 from Belden.
5. Any IP scheme that is needed will need to be coordinated with IT
6. All communications are to take place over IPV4
7. Server specifications are needed before bid will be awarded.
8. Specifications for software & Hardware must be submitted and approved by IT before awarding contract.
9. Vendor shall supply a list of all IP addresses for each device
10. Entry and Exit Gate LPR (License Plate Recognition) will be install by the City at a future time and will not interact with parking garage hardware or software. When cabling the entry/exit areas, an additional cable will be required.

ATTACHMENT 'B'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

1. The undersigned is the _____ of _____.
   a. (job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT C

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____.

My Commission Expires: _____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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 undersigned is duly authorized and has full authority to execute this Affidavit.

3. 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.

4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of $150,000 is in accordance with Indiana Code 4-13-18 as amended.

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

_____ _____
Signature Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____ _____
Signature of Notary Public

County of Residence: _____ _____
Printed Name of Notary Public

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and __Evens Time, Inc._____, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the _____ day of _____, 20_____, in the amount of $100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have

against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

<u>If to Owner:</u>
City of Bloomington Board of Public Works
401 N. Morton Street, Suite 120
Bloomington IN 47404
Attn: Adam Wason, Director

<u>If to Escrow Agent:</u>
First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:
Name: Evens Time, Inc.
Address: 2475 Directors Row, Suite C
City/State: Indianapolis, IN 46241
Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:
City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:
Evens Time, Inc.

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.:_____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
_____(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Reviewed and Approved By:

_____
Adam Wason, Director
Public Works Department

Dated: _____

Evens Time, Inc.

By: _____

Printed Name: _____

Title: _____

Escrow Agent
First Financial Bank

By: _____

_____
Printed Name and Title

QUOTATION – Bloomington PARCS Bid
Revision with options

EVENS TIME

WBE Certified

130 W Walnut
Indianapolis, IN 46204
(317) 358-1000
FAX: (317) 308-6608

Date: April 10, 2018
Salesperson: Jonathan Evens

QUOTED TO: City of Bloomington

ATTN: Ryan Daily
Email: dailyr@bloomington.in.gov

Terms: **100% Material due Net 7 upon delivery to Evens Time warehouse(pictures or walkthrough provided to verify). Labor due Net 30 upon completion of installation.**

Both Material and Labor subject to 5% retainage until job completion.

Delivery: 8-12 Weeks
Quotation valid for 60 days.

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		City of Bloomington	-
		Morton St. Garage	
		Entry 1 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-2000/0S1-	Entry Terminal, OPUS Color (RAL7022)	9,506.67

	0000		
		Flex Scan Ready, Barcode Ticket	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		HID RP40 Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	15,673.33	-
		Exit 1 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-4700/0S1-0001	OPUSeries Credit Card Exit Terminal FlexScan Ready	10,840.00
		Barcode Ticket,	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	17,006.67	-
		Exit 2 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-4700/0S1-0001	OPUSeries Credit Card Exit Terminal FlexScan Ready	10,840.00
		Barcode Ticket,	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	17,006.67	-
		POF	-
1	O-7800/0S1-00L1-A10	OPUSeries Pay-on-Foot Station, BNR Model, FlexScan Ready, Lost Ticket, U.S.	31,680.00
		Accepts Credit Cards, Notes and Coins	-
		Dispenses Change in bills and coins	-
		Barcode Ticket	-
1	O-0170/000-1000-000	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	736.67

1	O-0170/000-0000-00C	2 Coin Hoppers U.S. ($.25/$1)	1,408.00
	Subtotal	33,824.67	-
		Walnut Street Garage	
		Entry 1 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-2000/0S1-0000	Entry Terminal, OPUS Color (RAL7022)	9,506.67
		Flex Scan Ready, Barcode Ticket	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	15,673.33	-
		Exit 1 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-4700/0S1-0001	OPUSeries Credit Card Exit Terminal FlexScan Ready	10,840.00
		Barcode Ticket,	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	17,006.67	-
		Exit 2 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-4700/0S1-0001	OPUSeries Credit Card Exit Terminal FlexScan Ready	10,840.00
		Barcode Ticket,	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67

	Subtotal	17,006.67	-
		POF	-
1	O-7800/0S1-00L1-A10	OPUSeries Pay-on-Foot Station, BNR Model, FlexScan Ready, Lost Ticket, U.S.	31,680.00
		Accepts Credit Cards, Notes and Coins	-
		Dispenses Change in bills and coins	-
		Barcode Ticket	-
1	O-0170/000-1000-000	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	736.67
1	O-0170/000-0000-00C	2 Coin Hoppers U.S. ($.25/$1)	1,408.00
	Subtotal	33,824.67	-
		4th Street Garage	
		Entry 1 (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-2000/0S1-0000	Entry Terminal, OPUS Color (RAL7022)	9,506.67
		Flex Scan Ready, Barcode Ticket	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	15,673.33	-
		Exit 1 - (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-4700/0S1-0001	OPUSeries Credit Card Exit Terminal FlexScan Ready	10,840.00
		Barcode Ticket,	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	17,006.67	-
		Exit 2 - (Revenue and Prox)	-
1	PARKING PRO-	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00

	RCB1210		
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-4700/0S1-0001	OPUSeries Credit Card Exit Terminal FlexScan Ready	10,840.00
		Barcode Ticket,	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	17,006.67	-
		Nest Entry - (Prox Only)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	PRX000MDIL	Proximity Display Reader with Intercom	2,152.67
1	RM-100UG	Reader Pedestal	179.00
1	O-0100/1100-000	IO100 Universal Lane Controller	1,900.00
1	ENCL	IO100 Enclosure	203.33
	Subtotal	8,848.33	-
		Nest Exit - (Prox Only)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	PRX000MDIL	Proximity Display Reader with Intercom	2,152.67
1	RM-100UG	Reader Pedestal	179.00
1	O-0100/1100-000	IO100 Universal Lane Controller	1,900.00
1	ENCL	IO100 Enclosure	203.33
	Subtotal	8,848.33	-
		POF	-
1	O-7800/0S1-00L1-A10	OPUSeries Pay-on-Foot Station, BNR Model, FlexScan Ready, Lost Ticket, U.S.	31,680.00
		Accepts Credit Cards, Notes and Coins	-
		Dispenses Change in bills and coins	-
		Barcode Ticket	-
1	O-0170/000-1000-000	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	736.67
1	O-0170/000-	2 Coin Hoppers U.S. ($.25/$1)	1,408.00

	0000-00C		
	Subtotal	33,824.67	-
		Headed	
		Computers	-
1	VIRTUAL-SVR	SQL & Application Virtual Server computer	9,888.89
	Subtotal	9,888.89	-
		Network Cables	-
1	CERTIF	CAT6 Cables Tested and Cartified	2,182.22
	Subtotal	2,182.22	-
		Network Equipment	-
1	EXISTING	Firewall	EXISTING
3	WS-C3650-48TS	Cisco 48 Port Switches - WS-C3650-48TS	7,666.67
6	GLC-LH-SM	1000BASE-LX/LH SFP Module	1,166.67
	Subtotal	8,833.33	-
		Software	-
1	B19.2	Current Build 19.2 TLS 1.2 - To be installed on new server	2,240.00
1	HOTEL	Current Hotel Interface - To be installed on new server	1,120.00
1	PSS-3C	Credit Card Reconfiguration	2,060.00
1	AMS7050RC	Count Monitor Reconfiguration	1,880.00
1	AMS4771IP	iParcProfessional OPUSeries Roving Cashier Option	2,540.00
1	CONFIG	IO100 Configuration File	813.33
	Subtotal	10,653.33	-
		Validation Hardware & Software	-
2	O-9100/SS0	OPUS Standalone eValidator	5,080.00
1	AMS5180VPB	eParcVal & eFlexPrint w/Printer	8,280.00
	Subtotal	13,360.00	-
		Proximity Cards	-
3000	PMC4845HI	Proximity Cards McGann	18,000.00
	Subtotal	18,000.00	-
		ELECTRICAL	-
1	ELEC	All New Conduit & Wire for Power & Data to Parking Equipment	54,026.67
		& New Nest on 4th Street Island	-
		This includes 5 ethernet cables to each lane and 3 additional	-
		CAT6 cables to each island for future use	-

	Subtotal	54,026.67	-
		Other	-
1	TRIP/OOT	Trip and Overnight expense	3,600.00
1	MISC	Misc Supplies and Devices	1,800.00
	Subtotal	5,400.00	-
		City of Bloomington - OPTIONAL ITEMS	-
		Maintenance Contract - Option	
		Maintenance Contract	-
1	YEAR1	Year 1 Maintenance Contract	7,811.50
	Subtotal	7,811.50	-
1	INTERCOM	Use Current Commend Intercom	-
		Reversible Lanes - Option	
		Morton St - Entry - Reversible - (Revenue and Prox)	-
1	PARKING PRO-RCB1210	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	3,520.00
1	LEDS13C	Barrier Arm Lights - LED strip red/green	893.33
1	O-2000/0S1-0000	Entry Terminal, OPUS Color (RAL7022)	9,506.67
		Flex Scan Ready, Barcode Ticket	-
1	O-0120/000-0G00	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	876.67
		McGann Proximity Reader	-
1	O-0120/000-1000	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	876.67
	Subtotal	15,673.33	-
		4th St & Morton St Reversible - Electrical	-
1	ELEC	Morton Street Reversible Electrical	1,305.56
	Subtotal	1,305.56	-
		New Signs - Option	
		Morton St - Signs	-
3	5492	X / ARROW Sign for Entry Facing Over Every Lane 12"h × 12"w × 21/2"d	1,392.00
3	5492	X / ARROW Sign for Exit Facing Over Every Lane 12"h × 12"w × 21/2"d	1,392.00
1	19425	External OPEN/FULL Sign Above Entry Lane 14" H x 34" W x 2.5" D	1,100.00
	Subtotal	3,884.00	-
		Walnut St - Signs	-
1	19425	External OPEN/FULL Sign Above Entry Lane 14" H x 34" W x 2.5" D	1,166.67

1	34878	External EXIT Sign Above both Exit Lanes 14" H x 34" W x 2.5" D	1,100.00
2	1793	Sign Angle Mount to Angel for Better Street View	472.00
	Subtotal	2,738.67	-
			-
		Total Items & Labor Costs	421,988.17
		TAXES	Exempt
		GRAND TOTAL	421,988.17

Above pricing does not include conduit, electrical, networking, concrete work or shipping. Evens Time will prepay shipping(typically 2%) and add to final invoice.

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless acknowledged in writing. All quotations and agreements are firm except in the event of strikes, accidents, fires, availability of materials and all other causes beyond our control.

Typographical and stenographic errors are subject to correction.

During the term of this Agreement and for a period of six (6) months thereafter, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

LIMITATION OF LIABILITY: Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Evens Time Inc honors those warranties (one year) regarding this product(s). Evens Time Inc makes no warranties of merchantability and fitness for a particular purpose. In no event will Evens Time Inc be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on the Purchaser's formal order will not be binding on the Seller.

[ ] Yes, we would like to purchase the quoted items.

Purchase Order Number: _____ Date: _____

Purchaser's Authorized Signature _____

Board of Public Works
Staff Report

Project/Event:	Change Order #2 for 4th Street Garage Door Replacement Project
Petitioner/Representative:	Public Works – Ryan Daily
Staff Representative:	Ryan Daily
Date:	May 1, 2018

Report: The contract for the 4th Street Garage Door Replacement Project was awarded to Ann-Kriss, LLC by the Board of Public Works on January 9, 2018. At the time of the award, the Board was notified that due to the condition of the concrete surrounding the frame of the doors that this project would likely result in additional change order(s).

During the replacement of the doors, additional repairs to remove excess concrete, mortar, anchors, wiring, and caulking from the previous door system would be required prior to the installation of the new door system.

The original contract amount for the project was $44,381.40. Change Order #1 resulted in increase of $480.00. Change Order #2 will result in an addition to the contract of $621.60. The new contract sum including the change order will be $45,483.0.

Staff has reviewed the proposed change order and recommends approval of Change Order #2 for the 4th Street Garage Door Replacement Project.

Recommend ☒ **Approval** ☐ **Denial by:** Ryan Daily

ANN-KRISS LLC
736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

WORK PERFORMED AT: 4th St. garage

TO: City of Bloomington
401 N. Morton St.
Bloomington IN

DATE	YOUR WORK ORDER NO.	OUR BID NO.
4/4/18		

DESCRIPTION OF WORK PERFORMED

Change Order

① Min Repairs to door opening for new doors

balance of repair work.

total $621.60

RECEIVED
CC: ☐ | ENC. MONEY: ☐ | ☐ PAY & CLOSE
FUND / ACCT LINE: _____
EXPLANATION: _____
DIV. APPROVAL: _____
DEPT. APPROVAL: _____

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars ($_____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____ Month _____ Day _____ Year

Board of Public Works
Staff Report

Project/Event:	Change Order #1, 2, 3 for 4th Street Garage Electrical Replacement Project
Petitioner/Representative:	Public Works – Ryan Daily
Staff Representative:	Ryan Daily
Date:	April 18, 2018

Report: The contract for the 4th Street Garage Electrical Replacement was awarded to Cassady Electric to replace all wiring and electrical fixtures in the 4th Street garage in the amount of $134,990

Change Order #1 Comprises of:
Adding new fixtures in the basement, 2nd & 3rd Floor electrical room, 1st floor restrooms, elevator equipment room, and stairwell fixtures in the amount of $2920.00.

Change Order #2 is replacement of damaged overhead F1 garage lighting fixtures in the amount of $598.00

Change Order $3 is adding a F1 overhead lighting fixture in the amount of $195.00

Total Change Order amount = $3,713
The new contract sum including the change order will be $138,703.

Staff has reviewed the proposed change order(s) and recommends approval of all Change Orders for the 4th Street Garage Electrical Replacement Project.

Recommend ☒ **Approval** ☐ **Denial by:** Ryan Daily

CASSADY ELECTRICAL CONTRACTORS INC.
Mail: P.O. Box 53, Ellettsville, Indiana 47429
Office: 2200 W. Tapp Road, Bloomington, Indiana 47403
Phone: (812) 332-7361 / Fax: (812) 336-5232

February 16, 2018

Attention: Frank Hatcher

Re: City of Bloomington 4th Street Garage

Cassady Electrical Contractors Inc. is pleased to offer a quote of **$2,920.00** to do the following scope of work:

Scope:

Provide and install new light fixtures for the following areas.

- Basement electrical closet
- 2nd floor electrical closet
- 3rd floor electrical closet
- (2) 1st floor restrooms
- (1) Elevator equipment room
- (3) Stairwell fixtures

The above work is figured for normal business hours Monday-Friday 7:00am-3:30pm.

Thanks,

Adam Barrow
Cassady Electrical Contractors Inc
Phone: (812) 332-7361
Cell: (812) 325-3034
E-mail: adam.barrow@cassadyelectric.com

CASSADY ELECTRICAL CONTRACTORS INC.
Mail: P.O. Box 53, Ellettsville, Indiana 47429
Office: 2200 W. Tapp Road, Bloomington, Indiana 47403
Phone: (812) 332-7361 / Fax: (812) 336-5232

April 3, 2018

Attention: David Gamble

Re: City of Bloomington 4th Street Garage

Cassady Electrical Contractors Inc. is pleased to offer a quote of **$598.00** to do the following scope of work:

Scope:

- Provide (4) new type F1 garage fixtures.

The above work is figured for normal business hours Monday-Friday 7:00am-3:30pm.

Thanks,

Adam Barrow
Cassady Electrical Contractors Inc
Phone: (812) 332-7361
Cell: (812) 325-3034
E-mail: adam.barrow@cassadyelectric.com

CASSADY ELECTRICAL CONTRACTORS INC.
Mail: P.O. Box 53, Ellettsville, Indiana 47429
Office: 2200 W. Tapp Road, Bloomington, Indiana 47403
Phone: (812) 332-7361 / Fax: (812) 336-5232

April 10, 2018

Attention: David Gamble

Re: City of Bloomington 4th Street Garage

Cassady Electrical Contractors Inc. is pleased to offer a quote of **$195.00** to do the following scope of work:

Scope:

- Provide and install (1) new type F2 garage fixture.

The above work is figured for normal business hours Monday-Friday 7:00am-3:30pm.

Thanks,

Adam Barrow
Cassady Electrical Contractors Inc
Phone: (812) 332-7361
Cell: (812) 325-3034
E-mail: adam.barrow@cassadyelectric.com

CITY OF BLOOMINGTON

Board of Public Works
Staff Report

Project/Event: Change Order #1 for Water Damage Restoration Work at City Hall

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: April 30, 2018

The original project was to restore areas that were damaged by the recent roof leaks in City Hall. The areas for restoration are the office of the Director of Human Resources, the office of the Assistant Director of Human Resources, and the McCloskey Conference Room.

This change order is to replace the wall coverings on the north wall of the McCloskey conference room to match the wall coverings on the south wall. The original agreement was to remove wall coverings and paint the walls. With the agreement of the contractor, it was decided that wall coverings would again be used on the walls. The original agreement covered the costs of repairs and new wall coverings on the south wall, but not the wall coverings on the north wall.

Cost of additional wall coverings will be $ 654.17

Staff recommends approval of Change Order #1 to amend the contract with Ann-Kriss, LLC. This addition to will result in a more aesthetically pleasing finish.

Respectfully submitted,

JD Boruff

J. D. Boruff
Operations and Facilities Director

ANN-KRISS LLC
736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

TO:	WORK PERFORMED AT:
City Hall 401 N. Morton St. Bloomington, In.	City Hall ATTN: J.D. Boruff

DATE	YOUR WORK ORDER NO.	OUR BID NO.
4/18/18		

DESCRIPTION OF WORK PERFORMED

Change Order:

ADD:
1. Remove additional wallcoverings.
2. Remove chair rail
3. Prep walls
4. Install supplied wallcoverings

* labor only

Total → $ 1654.17

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [signature]
DATE: 4-27-2018

CITY OF BLOOMINGTON
Controller
Reviewed by: [signature]
DATE: 4-27-18
FUND/ACCT: 101-19-5616

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars ($_____).

This is a ☐Partial ☐Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our ☐Agreement ☐Proposal No. _____ Dated _____ Month _____ Day _____ Year

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund **101 - General Fund (S0101)**			
Department **01 - Animal Shelter**			
Program **010000 - Main**			
Account **43430 - Animal Adoption Fees**			
Tammy Deckard	01-Deckard-refund adoption fee-canine	05/04/2018	75.00
Brett Gershon	01-Gershon-refund adoption fee-canine	05/04/2018	75.00
	Account **43430 - Animal Adoption Fees** Totals	2	$150.00
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	01-plastic clips	05/04/2018	16.19
5103 - Staples Contract & Commercial, INC	01-pens, dusters	05/04/2018	13.42
5103 - Staples Contract & Commercial, INC	01-adoption packet envelopes-8 boxes	05/04/2018	33.36
	Account **52110 - Office Supplies** Totals	3	$62.97
Account **52210 - Institutional Supplies**			
313 - Fastenal Company	01-laundry soap-eyewear protection-3/27/18	05/04/2018	62.90
313 - Fastenal Company	01-paper towels, toilet paper-4/6/18	05/04/2018	165.42
313 - Fastenal Company	01-trash liners-3/26/18	05/04/2018	120.00
313 - Fastenal Company	01-eye wash station-2	05/04/2018	143.62
313 - Fastenal Company	01-20" squeege and handle for new building	05/04/2018	77.79
4586 - Hill's Pet Nutrition Sales, INC	01-vet diet food-canine-4/6/18	05/04/2018	59.65
4586 - Hill's Pet Nutrition Sales, INC	01-Canine/Feline/Puppy food-4/6/18	05/04/2018	152.80
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-4/13/18	05/04/2018	180.96
3929 - IDEXX Laboratories, INC	01-H&W, F/F tests-4/11/18	05/04/2018	1,114.57
3278 - Merial, INC	01-topical antibiotics and antiparasites - 3/28/18	05/04/2018	841.68
4666 - Zoetis, INC	01-vaccines, allergy meds-4/4/18	05/04/2018	663.25
4666 - Zoetis, INC	01-topical flea/tick prevention & oral antibiotics	05/04/2018	436.15
	Account **52210 - Institutional Supplies** Totals	12	$4,018.79
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-ACC-hardware for kennel	05/04/2018	8.57
	Account **52310 - Building Materials and Supplies** Totals	1	$8.57
Account **53130 - Medical**			

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-4/2-4/12/18	05/04/2018	1,335.00
175 - Monroe County Humane Association, INC	01-exam, urinalysis, rabies vaccinations-1/31, 2/7 &	05/04/2018	124.00
175 - Monroe County Humane Association, INC	01-urinalysis-3/29/18	05/04/2018	16.00
175 - Monroe County Humane Association, INC	01-HTW, Lyme test, antibiotics-1/14 & 1/18/18	05/04/2018	120.00
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgery, vet visit, surgery-3/30-4/3/18	05/04/2018	397.92
	Account **53130 - Medical** Totals	5	$1,992.92
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW DIV-cell phone charges-3/12-4/11/18	04/23/2018	120.88
	Account **53210 - Telephone** Totals	1	$120.88
Account **53220 - Postage**			
205 - City Of Bloomington	01-PC Reimb.-Clear Creek PO-certified mail-4/3/18	05/04/2018	6.70
205 - City Of Bloomington	01-PC Reimb-Clear Creek PO-postcard stamps-4/10/18	05/04/2018	70.00
	Account **53220 - Postage** Totals	2	$76.70
Account **53510 - Electrical Services**			
223 - Duke Energy	19-CH/off site facilities-elec. summary billing-bill date	04/23/2018	1,639.69
	Account **53510 - Electrical Services** Totals	1	$1,639.69
Account **53610 - Building Repairs**			
912 - Central Security Systems, INC	01-security & fire monitoring-5/1-7/31/18	05/04/2018	264.00
	Account **53610 - Building Repairs** Totals	1	$264.00
Account **53990 - Other Services and Charges**			
205 - City Of Bloomington	01-PC Reimb.-Crew Car Wash-ACO van wash-3/3/18	05/04/2018	14.00
	Account **53990 - Other Services and Charges** Totals	1	$14.00
	Program **010000 - Main** Totals	29	$8,348.52
	Department **01 - Animal Shelter** Totals	29	$8,348.52
Department **02 - Public Works**			
Program **020000 - Main**			
Account **46060 - Other Violations**			
Brian Joseph Leibacher	14-refund overpayment pkg citation #18200801935	05/04/2018	40.00
Roy Newman II	14-refund overpayment pkg citation #18201000445	05/04/2018	40.00
	Account **46060 - Other Violations** Totals	2	$80.00

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	02-colored file folders, correction tape	05/04/2018	56.76
	Account **52110 - Office Supplies** Totals	1	$56.76
Account **53990 - Other Services and Charges**			
3472 - Lucity, INC	02-Asset Management Software license/support-7/1/18-	05/04/2018	9,928.80
199 - Monroe County Government	02-Spring/Fall Taxes-Parcel #53-08-06-300-019.000-008-	05/04/2018	37.66
	Account **53990 - Other Services and Charges** Totals	2	$9,966.46
	Program **020000 - Main** Totals	5	$10,103.22
	Department **02 - Public Works** Totals	5	$10,103.22
Department **03 - City Clerk**			
Program **030000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	03-expanding file folders	05/04/2018	12.82
5103 - Staples Contract & Commercial, INC	03-3-hole punch, staples, mini staples	05/04/2018	55.45
5103 - Staples Contract & Commercial, INC	03-Elmer's foam board	05/04/2018	47.97
5103 - Staples Contract & Commercial, INC	03-3.2 cubic feet 2 door refrigerator/freezer	05/04/2018	203.70
5103 - Staples Contract & Commercial, INC	03-Emerson radio 900 W countertop microwave open	05/04/2018	82.99
	Account **52110 - Office Supplies** Totals	5	$402.93
Account **53990 - Other Services and Charges**			
205 - City Of Bloomington	03-PC Reim-Mo Co Rec.-recording fee Comprehensive	05/04/2018	25.00
	Account **53990 - Other Services and Charges** Totals	1	$25.00
	Program **030000 - Main** Totals	6	$427.93
	Department **03 - City Clerk** Totals	6	$427.93
Department **04 - Economic & Sustainable Dev**			
Program **040000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	04 - Velcro	05/04/2018	30.71
	Account **52110 - Office Supplies** Totals	1	$30.71
Account **53310 - Printing**			
3892 - Midwest Color Printing, INC	04 Business cards for Autumn Salamack	05/04/2018	62.26

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account **53310 - Printing** Totals	1	$62.26
Account **53320 - Advertising**			
323 - Hoosier Times, INC	04 - Legal ad for Brownfields Assessment	05/04/2018	6.55
	Account **53320 - Advertising** Totals	1	$6.55
	Program **040000 - Main** Totals	3	$99.52
	Department **04 - Economic & Sustainable Dev** Totals	3	$99.52
Department **05 - Common Council**			
Program **050000 - Main**			
Account **53960 - Grants**			
1138 - BCT Management, INC	Grant for Operating Exp.-Second Quarter-April to June	05/04/2018	12,500.00
	Account **53960 - Grants** Totals	1	$12,500.00
	Program **050000 - Main** Totals	1	$12,500.00
	Department **05 - Common Council** Totals	1	$12,500.00
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **52420 - Other Supplies**			
5103 - Staples Contract & Commercial, INC	06 Folders Expandable	05/04/2018	17.94
	Account **52420 - Other Supplies** Totals	1	$17.94
Account **53990 - Other Services and Charges**			
5648 - Reedy Financial Group, PC	06- Long Term Finanical Plan	05/04/2018	143.33
5648 - Reedy Financial Group, PC	06- Long Term Finanical Plan	05/04/2018	320.83
5086 - Frame Station, INC (Framemakers)	18- frame Arbor Day poster and medallion for display	05/04/2018	310.24
53020 - Metropolitan Printing Service	18-Arbor Day Poster Bicentennial Poster	05/04/2018	1,846.00
	Account **53990 - Other Services and Charges** Totals	4	$2,620.40
	Program **060000 - Main** Totals	5	$2,638.34
	Department **06 - Controller's Office** Totals	5	$2,638.34
Department **10 - Legal**			
Program **100000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	10-brother 3010 lift-off correction ribbon	05/04/2018	5.03

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description		Payment Date	Invoice Amount
		Account **52110 - Office Supplies** Totals	1	$5.03
		Program **100000 - Main** Totals	1	$5.03
		Department **10 - Legal** Totals	1	$5.03
Department **11 - Mayor's Office**				
Program **110000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	11-binders for ULI briefing books		05/04/2018	29.76
		Account **52110 - Office Supplies** Totals	1	$29.76
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	11-computer, supplies for Communications Director		05/04/2018	1,798.97
5819 - Synchrony Bank	11-batteries for Innovation		05/04/2018	636.00
5814 - Elizabeth Rubin Walter	11-reimbursement for food for ULI presentation		05/04/2018	125.93
5814 - Elizabeth Rubin Walter	11-reimbursement for food for ULI presentation		05/04/2018	24.52
		Account **52420 - Other Supplies** Totals	4	$2,585.42
Account **53910 - Dues and Subscriptions**				
5526 - Board of Regents of the University of	11-annual membership fee		05/04/2018	2,000.00
		Account **53910 - Dues and Subscriptions** Totals	1	$2,000.00
		Program **110000 - Main** Totals	6	$4,615.18
		Department **11 - Mayor's Office** Totals	6	$4,615.18
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **52110 - Office Supplies**				
9523 - Freedom Business Solutions, LLC	12 Inv 10538 Toner for printer		05/04/2018	145.00
		Account **52110 - Office Supplies** Totals	1	$145.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	12-cell phone charges-3/12-4/11/18		04/23/2018	23.08
		Account **53210 - Telephone** Totals	1	$23.08
Account **53640 - Hardware and Software Maintenance**				
6309 - CivicPlus, INC	12 Application Tracking System-Agreement		05/04/2018	3,748.75
		Account **53640 - Hardware and Software Maintenance** Totals	1	$3,748.75

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account **53990 - Other Services and Charges**			
19660 - Bose McKinney & Evans, LLP	12 Legal Services for Employment Law Inv 695936	05/04/2018	130.00
	Account **53990 - Other Services and Charges** Totals	1	$130.00
	Program **120000 - Main** Totals	4	$4,046.83
	Department **12 - Human Resources** Totals	4	$4,046.83
Department **13 - Planning**			
Program **130000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	13-digital voice recorder, heavy-duty binder	05/04/2018	22.40
5103 - Staples Contract & Commercial, INC	13-Romanoff Products Magazine Holder-4	05/04/2018	30.96
	Account **52110 - Office Supplies** Totals	2	$53.36
Account **52420 - Other Supplies**			
205 - City Of Bloomington	13-PC Reimb-J&S Locksmith-keys & key tags	05/04/2018	16.18
5103 - Staples Contract & Commercial, INC	13-digital voice recorder, heavy-duty binder	05/04/2018	51.10
	Account **52420 - Other Supplies** Totals	2	$67.28
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	13-cell phone charges 3/12-4/11/18	04/23/2018	324.72
	Account **53210 - Telephone** Totals	1	$324.72
Account **53320 - Advertising**			
323 - Hoosier Times, INC	13 - Legal Advertisement (428105 Comp Plan Pub	05/04/2018	19.64
	Account **53320 - Advertising** Totals	1	$19.64
Account **53990 - Other Services and Charges**			
205 - City Of Bloomington	13-PC Reim-Mo Co Recorder-Encroachment Res 2018-	05/04/2018	25.00
205 - City Of Bloomington	13-PC Reim-Mo Co Rec.-Ped Easement/Encroachment	05/04/2018	75.00
	Account **53990 - Other Services and Charges** Totals	2	$100.00
	Program **130000 - Main** Totals	8	$565.00
	Department **13 - Planning** Totals	8	$565.00
Department **19 - Facilities Maintenance**			
Program **190000 - Main**			
Account **52310 - Building Materials and Supplies**			

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description		Payment Date	Invoice Amount
409 - Black Lumber Co INC	19-CH-tools for new van-3 pc combo kit		05/04/2018	369.97
395 - Kirby Risk Corp	19-CH-lamps		05/04/2018	103.50
53005 - Menards, INC	19-CH-tools for new van-tape measure, level, plunge,		05/04/2018	263.64
53005 - Menards, INC	19-CH-D batteries, LED bulbs		05/04/2018	106.43
293 - J&S Locksmith Shop, INC	26-Pkg Garages-5 keys made		05/04/2018	17.50
5819 - Synchrony Bank	02-FS#4 Two Ear Wall Bracket for 1/2" panels		05/04/2018	39.56
	Account **52310 - Building Materials and Supplies** Totals		6	$900.60
Account **52340 - Other Repairs and Maintenance**				
349 - White River Cooperative, INC	19-CH-fuel for generator	BC 2017-76D	05/04/2018	255.15
	Account **52340 - Other Repairs and Maintenance** Totals		1	$255.15
Account **52420 - Other Supplies**				
313 - Fastenal Company	19-CH-1 pair of safety glasses		05/04/2018	4.87
313 - Fastenal Company	19-CH-eyewear, mesh vests, earplugs		05/04/2018	48.40
5819 - Synchrony Bank	02-2 door wardrobe with adj./removable shelves &		05/04/2018	138.34
	Account **52420 - Other Supplies** Totals		3	$191.61
Account **52430 - Uniforms and Tools**				
177 - Indiana Oxygen Company, INC	19-CH-tank rental-acetylene/oxygen-3/31/18		05/04/2018	34.66
394 - Kleindorfer Hardware & Variety	19-CH-tools-sprayer, cutter, drill bits, bit set		05/04/2018	151.24
	Account **52430 - Uniforms and Tools** Totals		2	$185.90
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	02-PW DIV-cell phone charges-3/12-4/11/18		04/23/2018	177.24
	Account **53210 - Telephone** Totals		1	$177.24
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/off site facilities-elec. summary billing-bill date		04/23/2018	7,240.29
	Account **53510 - Electrical Services** Totals		1	$7,240.29
Account **53610 - Building Repairs**				
6378 - ANN-KRISS, LLC	19-City Hall-balance remaining for repair to damaged	BC 2018-37	05/04/2018	8,533.60
3434 - Executive Management Services, INC	19-CH/off site facilities-April 2018 cleaning services		05/04/2018	13,646.00
7402 - Nature's Way, INC	19-Monthly interior plant maintenance-April 2018		05/04/2018	336.60
5012 - Stanley Access Technologies, LLC	19-repair front doors-4/14/18		05/04/2018	876.04

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
4946 - Steele Commercial Cleaning, INC	19-City Hall-cleaned upstairs hallway carpet-4/16/18	05/04/2018	495.00
	Account **53610 - Building Repairs** Totals	5	$23,887.24
Account **53650 - Other Repairs**			
51565 - EmJay Automotive Equipment, LLC	19-Fleet Maint-new cylinder & installation on vehicle lift	05/04/2018	6,287.69
	Account **53650 - Other Repairs** Totals	1	$6,287.69
Account **53990 - Other Services and Charges**			
12604 - Howard D Bruce (Tabor/Bruce Architecture	19-CH-OOTM-design for suite renovations	05/04/2018	3,034.50
	Account **53990 - Other Services and Charges** Totals	1	$3,034.50
	Program **190000 - Main** Totals	21	$42,160.22
	Department **19 - Facilities Maintenance** Totals	21	$42,160.22
Department **28 - ITS**			
Program **280000 - Main**			
Account **52420 - Other Supplies**			
5103 - Staples Contract & Commercial, INC	28-Seagate 4TB Hard Drive	05/04/2018	119.99
	Account **52420 - Other Supplies** Totals	1	$119.99
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	28-cell phone charges-3/12-4/11/18	04/23/2018	732.34
	Account **53210 - Telephone** Totals	1	$732.34
Account **53640 - Hardware and Software Maintenance**			
1079 - AT&T	28-Baypoint NuPoint Messenger	05/04/2018	9,261.60
	Account **53640 - Hardware and Software Maintenance** Totals	1	$9,261.60
Account **53910 - Dues and Subscriptions**			
5753 - Linkedin Corporation	28-Linked in Lynda Professional	05/04/2018	3,400.00
	Account **53910 - Dues and Subscriptions** Totals	1	$3,400.00
	Program **280000 - Main** Totals	4	$13,513.93
	Department **28 - ITS** Totals	4	$13,513.93
	Fund **101 - General Fund (S0101)** Totals	93	$99,023.72
Fund **103 - Restricted Donations**			
Department **06 - Controller's Office**			
Program **400101 - Animal Medical Services**			

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account **53130 - Medical**			
54639 - Shake Veterinary Services, INC (Town &	01-3 spays, 1 neuter, 1 dental cleaning, bloodwork-	05/04/2018	483.00
	Account **53130 - Medical** Totals	1	$483.00
	Program **400101 - Animal Medical Services** Totals	1	$483.00
Program **400102 - Animal Supplies**			
Account **52210 - Institutional Supplies**			
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Clavamox, Triz EDTA Aqueous-4/5/18	05/04/2018	211.46
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, syringes-4/5/18	05/04/2018	111.80
4633 - Midwest Veterinary Supply, INC	01-pain meds-Onsior Tabs-4/11/18	05/04/2018	62.45
4633 - Midwest Veterinary Supply, INC	01-bowls-4/11/18	05/04/2018	88.86
4633 - Midwest Veterinary Supply, INC	01-syringes, needles-4/17/18	05/04/2018	100.21
4633 - Midwest Veterinary Supply, INC	01-disinfect chemicals-4/17/18	05/04/2018	151.88
4633 - Midwest Veterinary Supply, INC	01-rabbit food-4/17/18	05/04/2018	36.54
5819 - Synchrony Bank	01-Angler Angle Broom with Dust Pan-pack of 4	05/04/2018	62.99
	Account **52210 - Institutional Supplies** Totals	8	$826.19
	Program **400102 - Animal Supplies** Totals	8	$826.19
Program **401301 - Planning EC Eco Hero**			
Account **52420 - Other Supplies**			
4635 - Avers Pizza, INC	13 - $60 Gift Certificate (for Eco Heroes)	05/04/2018	60.00
11589 - Bloomington Cooperative Services	13 - 2 $20 giftcards (for Eco Heroes)	05/04/2018	40.00
11589 - Bloomington Cooperative Services	13 - 6 Chocolate bars (for Eco Heroes)	05/04/2018	17.94
651 - Engraving & Stamp Center, INC	13- 12 stock ribbons (for Eco Heroes)	05/04/2018	4.80
50796 - Margaret A Taylor (Book Corner)	13-Prizes for Eco Hero Contest	05/04/2018	197.30
914 - John Wilson (Pygmalion's Art)	13 - Gift Certificate (for Eco Heroes)	05/04/2018	20.00
914 - John Wilson (Pygmalion's Art)	13 - Gift Certificate (for Eco Heroes)	05/04/2018	20.00
914 - John Wilson (Pygmalion's Art)	13 - Paint Marker Sets & Solar Kit (for Eco Heroes)	05/04/2018	52.60
	Account **52420 - Other Supplies** Totals	8	$412.64
	Program **401301 - Planning EC Eco Hero** Totals	8	$412.64
	Department **06 - Controller's Office** Totals	17	$1,721.83
	Fund **103 - Restricted Donations** Totals	17	$1,721.83

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Vendor	Invoice Description	Payment Date	Invoice Amount
Fund **312 - Community Services**			
Department **09 - CFRD**			
Program **090004 - Com Serv- Accessibility**			
Account **53990 - Other Services and Charges**			
8002 - Safeguard Business Systems, INC	09-CCA Breaking Down the Barriers-photobooth	05/04/2018	41.48
	Account **53990 - Other Services and Charges** Totals	1	$41.48
	Program **090004 - Com Serv- Accessibility** Totals	1	$41.48
Program **090016 - Com Serv - Safe & Civil**			
Account **53990 - Other Services and Charges**			
6453 - Rameses Jones (Victoryworks)	09-graphic design of Blmgtn Black y Brown Arts Festival	05/04/2018	150.00
	Account **53990 - Other Services and Charges** Totals	1	$150.00
	Program **090016 - Com Serv - Safe & Civil** Totals	1	$150.00
Program **090023 - Monroe County Domestic Voilence**			
Account **53990 - Other Services and Charges**			
4123 - Central Indiana Interpreting Service	09-ASL interpreters for Domestic Violence Conf..- 3-22-	05/04/2018	1,261.70
	Account **53990 - Other Services and Charges** Totals	1	$1,261.70
	Program **090023 - Monroe County Domestic Voilence** Totals	1	$1,261.70
	Department **09 - CFRD** Totals	3	$1,453.18
	Fund **312 - Community Services** Totals	3	$1,453.18
Fund **401 - Non-Reverting Telecom (S1146)**			
Department **25 - Telecommunications**			
Program **254000 - Infrastructure**			
Account **54310 - Improvements Other Than Building**			
5534 - Presidio Holdings, INC	28-Card Reader Access Expansion	05/04/2018	9,696.00
	Account **54310 - Improvements Other Than Building** Totals	1	$9,696.00
Account **54450 - Equipment**			
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	05/04/2018	167.25
53442 - Paragon Micro, INC	28-Battery UPS's Capital Replacements	05/04/2018	914.85
	Account **54450 - Equipment** Totals	2	$1,082.10
	Program **254000 - Infrastructure** Totals	3	$10,778.10

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description		Payment Date	Invoice Amount
Program **256000 - Services**				
Account **53150 - Communications Contract**				
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet 5/1-5/31/18		04/23/2018	149.85
	Account **53150 - Communications Contract** Totals		1	$149.85
	Program **256000 - Services** Totals		1	$149.85
	Department **25 - Telecommunications** Totals		4	$10,927.95
	Fund **401 - Non-Reverting Telecom (S1146)** Totals		4	$10,927.95
Fund **450 - Local Road and Street(S0706)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **53520 - Street Lights / Traffic Signals**				
5789 - ESL-Spectrum, INC (Lighting Services of	20-Street Lights for Downtown (10)		05/04/2018	38,840.00
5789 - ESL-Spectrum, INC (Lighting Services of	20-Green Street Lights (14) for Downtown Square		05/04/2018	40,350.00
	Account **53520 - Street Lights / Traffic Signals** Totals		2	$79,190.00
	Program **200000 - Main** Totals		2	$79,190.00
	Department **20 - Street** Totals		2	$79,190.00
	Fund **450 - Local Road and Street(S0706)** Totals		2	$79,190.00
Fund **451 - Motor Vehicle Highway(S0708)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52210 - Institutional Supplies**				
313 - Fastenal Company	20-safety supplies-gloves, earplugs, safety glasses		05/04/2018	28.72
4519 - Osburn Associates, INC	20-Stop/Slow Paddle Signs		05/04/2018	246.09
	Account **52210 - Institutional Supplies** Totals		2	$274.81
Account **52310 - Building Materials and Supplies**				
1537 - Indiana Door & Hardware Specialties, INC	19-Street Dept-keys for building		05/04/2018	12.00
	Account **52310 - Building Materials and Supplies** Totals		1	$12.00
Account **52330 - Street , Alley, and Sewer Material**				
5149 - E&B Paving, INC	20-asphalt-surface for patching-42.04 tons-3/13 &	BC 2017-16B	05/04/2018	2,059.96
5149 - E&B Paving, INC	20-asphalt-Washington&Kirkwood/patching-53.64 tons-	BC 2017-16B	05/04/2018	2,532.20

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Vendor	Invoice Description	Payment Date	Invoice Amount
334 - Irving Materials, INC	20-Class A Stone Ash-4.00 cy-4/11/18	05/04/2018	420.00
334 - Irving Materials, INC	20-525 N Park Ridge-Class A Stone Ash-3 cy-4/4/18	05/04/2018	304.50
	Account **52330 - Street , Alley, and Sewer Material** Totals	4	$5,316.66
Account **52340 - Other Repairs and Maintenance**			
294 - All-Phase Electric Supply, INC	20-Traffic Signal-clear cement quart, conduit, coupling	05/04/2018	21.75
53005 - Menards, INC	20-Street lights on the Square-3'x50' welded wire 14G	05/04/2018	23.99
	Account **52340 - Other Repairs and Maintenance** Totals	2	$45.74
Account **52420 - Other Supplies**			
409 - Black Lumber Co INC	20-Truck 462-trash bags for litter pick up	05/04/2018	9.97
409 - Black Lumber Co INC	20-Asphalt (walk boards), plug cutter, drill bit, paddle bit	05/04/2018	22.47
409 - Black Lumber Co INC	20-4x8 1/2 Nom 4-ply CD yellow pine	05/04/2018	99.96
11243 - Core & Main, LP	20-Sonotube 30 x 12 Street Lights Installation	05/04/2018	1,800.00
311 - Everett J Prescott, INC	20-Hisco Renegade Size 2 Sand/Gravel Scoop Shovels	05/04/2018	203.16
793 - Indiana Safety Company, INC	20-36" Asphalt Lutes (3)	05/04/2018	156.87
394 - Kleindorfer Hardware & Variety	20-PVC pipe	05/04/2018	13.99
394 - Kleindorfer Hardware & Variety	20-no trespassing signs	05/04/2018	6.36
394 - Kleindorfer Hardware & Variety	20-magnetic roller	05/04/2018	26.99
394 - Kleindorfer Hardware & Variety	20-Tac Machine-plug, stripper, screwdriver	05/04/2018	117.46
394 - Kleindorfer Hardware & Variety	20-Signals-flashlight	05/04/2018	29.49
53005 - Menards, INC	20-Sidewalk Crew-2G tank sprayer, 5' round wading pool	05/04/2018	104.61
336 - Southside Rental Center, INC	20-Propane -4/13/18	05/04/2018	23.80
	Account **52420 - Other Supplies** Totals	13	$2,615.13
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW DIV-cell phone charges-3/12-4/11/18	04/23/2018	163.12
	Account **53210 - Telephone** Totals	1	$163.12
Account **53250 - Pagers**			
332 - Indiana Paging Network, INC	20-Pagers for Snow Control-May 2018	05/04/2018	86.76
	Account **53250 - Pagers** Totals	1	$86.76
Account **53510 - Electrical Services**			
223 - Duke Energy	19-CH/off site facilities-elec. summary billing-bill date	04/23/2018	307.17

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account **53510 - Electrical Services** Totals	1	$307.17
Account **53520 - Street Lights / Traffic Signals**			
5789 - ESL-Spectrum, INC (Lighting Services of	20-Green Street Lights (14) for Downtown Square	05/04/2018	14,026.00
	Account **53520 - Street Lights / Traffic Signals** Totals	1	$14,026.00
Account **53630 - Machinery and Equipment Repairs**			
50419 - Athens Technical Specialists, INC	20-Calibration Service for Traffic Signal Equipment	05/04/2018	1,025.41
	Account **53630 - Machinery and Equipment Repairs** Totals	1	$1,025.41
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group,	20-mat/towel services-4/11/18	05/04/2018	26.39
19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-4/11/18	05/04/2018	21.05
19171 - Aramark Uniform & Career Apparel Group,	20-mat/towel services-4/18/18	05/04/2018	26.39
19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-4/18/18	05/04/2018	21.05
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$94.88
Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	20- Disposal Fee for Sweeper Dumps-3/15 & 3/19/18	05/04/2018	1,540.00
	Account **53950 - Landfill** Totals	1	$1,540.00
Account **53990 - Other Services and Charges**			
902 - Indiana Underground Plant Protection Service,	20-811 monthly ticket fee-February 2018-620 tickets	05/04/2018	589.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-roll off-4/4/18	05/04/2018	150.00
20275 - The Travelers Indemnity	20-Deductible-D. Rarey-517 N Walnut-sewage backup	05/04/2018	5,000.00
	Account **53990 - Other Services and Charges** Totals	3	$5,739.00
	Program **200000 - Main** Totals	35	$31,246.68
	Department **20 - Street** Totals	35	$31,246.68
	Fund **451 - Motor Vehicle Highway(S0708)** Totals	35	$31,246.68
Fund **452 - Parking Facilities(S9502)**			
Department **26 - Parking**			
Program **260000 - Main**			
Account **43160 - Lot/Garage Leases - Annual**			
Jessica Taylor Fox	02-refund pkg garage permit fee-Jan. thru April 2018	05/04/2018	268.00
	Account **43160 - Lot/Garage Leases - Annual** Totals	1	$268.00

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	02-tape, rollerball pens, retractable pens	05/04/2018	35.74
5819 - Synchrony Bank	02-Pkg Garages-AA & AAA battery charger with USB port	05/04/2018	14.99
	Account **52110 - Office Supplies** Totals	2	$50.73
Account **52210 - Institutional Supplies**			
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-gloves, duct tape	05/04/2018	43.16
	Account **52210 - Institutional Supplies** Totals	1	$43.16
Account **52310 - Building Materials and Supplies**			
394 - Kleindorfer Hardware & Variety	19-Pkg Garages-sharkbite took, sharkbite fitting	05/04/2018	11.68
	Account **52310 - Building Materials and Supplies** Totals	1	$11.68
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
6197 - CE Solutions, INC	26-Pkg Garages-structural survey roofs	05/04/2018	18,825.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$18,825.00
Account **53210 - Telephone**			
1079 - AT&T	02-Pkg Garages-phone charges 3/8-4/7/18-#812 334-	04/23/2018	386.79
13969 - AT&T Mobility II, LLC	02-Pkg Garages-cell phone charges-3/12-4/11/18	04/23/2018	166.49
	Account **53210 - Telephone** Totals	2	$553.28
Account **53510 - Electrical Services**			
223 - Duke Energy	19-CH/off site facilities-elec. summary billing-bill date	04/23/2018	5,785.83
	Account **53510 - Electrical Services** Totals	1	$5,785.83
Account **53610 - Building Repairs**			
392 - Koorsen Fire & Security, INC	19-Morton St Garage-quarterly billing fire alarm 5/1-	05/04/2018	125.97
392 - Koorsen Fire & Security, INC	19-Walnut St Garage-annual fire extinguisher service	05/04/2018	178.69
	Account **53610 - Building Repairs** Totals	2	$304.66
	Program **260000 - Main** Totals	11	$25,842.34
	Department **26 - Parking** Totals	11	$25,842.34
	Fund **452 - Parking Facilities(S9502)** Totals	11	$25,842.34

Fund **454 - Alternative Transport(S6301)**

Department **02 - Public Works**

Program **020000 - Main**

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description		Payment Date	Invoice Amount
Account **52430 - Uniforms and Tools**				
54558 - The Uniform House, INC	02-replacement uniforms for Miles, Rutherford		05/04/2018	234.48
54558 - The Uniform House, INC	02-replacement uniforms for Miles, Rutherford		05/04/2018	386.97
	Account **52430 - Uniforms and Tools** Totals		2	$621.45
Account **54310 - Improvements Other Than Building**				
5149 - E&B Paving, INC	13-South Sare Rd. Crosswalk Islands_Construction	BC 2017-93	05/04/2018	139,650.00
5149 - E&B Paving, INC	13-South Sare Rd Crosswalk Islands	BC 2017-93	05/04/2018	7,350.00
	Account **54310 - Improvements Other Than Building** Totals		2	$147,000.00
	Program **020000 - Main** Totals		4	$147,621.45
	Department **02 - Public Works** Totals		4	$147,621.45
	Fund **454 - Alternative Transport(S6301)** Totals		4	$147,621.45
Fund **601 - Cum Cap Development(S2391)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
51864 - Flint Trading, INC	20-Pavement Marking Materials		05/04/2018	14,569.70
	Account **52330 - Street , Alley, and Sewer Material** Totals		1	$14,569.70
	Program **020000 - Main** Totals		1	$14,569.70
	Department **02 - Public Works** Totals		1	$14,569.70
	Fund **601 - Cum Cap Development(S2391)** Totals		1	$14,569.70
Fund **730 - Solid Waste (S6401)**				
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	16-mailbox replacement-pan/roller set, post, paint		05/04/2018	52.45
	Account **52420 - Other Supplies** Totals		1	$52.45
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	16-K. Fulford-drug screen DOT 5 Panel E Screen		05/04/2018	45.00
231 - Indiana University Health Bloomington, INC	16-E. Richardson-Drug screen DOT 5 Panel E Screen		05/04/2018	45.00
231 - Indiana University Health Bloomington, INC	16-T. Brown-Drug screen DOT 5 Panel E Screen		05/04/2018	45.00

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Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
231 - Indiana University Health Bloomington, INC	16-W. Porter-Drug Screen DOT 5 Panel E Screen	05/04/2018	45.00
231 - Indiana University Health Bloomington, INC	16-R. Pfeiffer-Drug Screen DOT 5 Panel E Screen	05/04/2018	45.00
	Account **53130 - Medical** Totals	5	$225.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW DIV-cell phone charges-3/12-4/11/18	04/23/2018	307.92
	Account **53210 - Telephone** Totals	1	$307.92
Account **53410 - Liability / Casualty Premiums**			
1847 - Hylant of Indianapolis, LLC	06- Quarterly Insurance Audit	05/04/2018	1,520.16
	Account **53410 - Liability / Casualty Premiums** Totals	1	$1,520.16
Account **53510 - Electrical Services**			
223 - Duke Energy	19-CH/off site facilities-elec. summary billing-bill date	04/23/2018	65.88
	Account **53510 - Electrical Services** Totals	1	$65.88
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-4/11/18	05/04/2018	7.49
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-4/11/18	05/04/2018	31.87
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-4/18/18	05/04/2018	7.49
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-4/18/18	05/04/2018	31.87
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$78.72
Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/15-3/29/18	05/04/2018	11,262.80
	Account **53950 - Landfill** Totals	1	$11,262.80
	Program **160000 - Main** Totals	14	$13,512.93
	Department **16 - Sanitation** Totals	14	$13,512.93
	Fund **730 - Solid Waste (S6401)** Totals	14	$13,512.93
Fund **800 - Risk Management(S0203)**			
Department **10 - Legal**			
Program **100000 - Main**			
Account **52430 - Uniforms and Tools**			
327 - Hoosier Workwear Outlet, INC	10-B. Porter-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Richardson-safety shoes	05/04/2018	100.00

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-B. Elkins-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Smith-safety shoes	05/04/2018	79.99
327 - Hoosier Workwear Outlet, INC	10-H. Smith-safety shoes	05/04/2018	99.99
327 - Hoosier Workwear Outlet, INC	10-R. Rhodes-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Jackson-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Arnold-Street-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-R. Turpin-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-L. Huss-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Baker-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Malicoat-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Ruble-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-P. Fitch-safety shoes	05/04/2018	99.99
327 - Hoosier Workwear Outlet, INC	10-R. Hanson-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-B. Chambers-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Eads-safety shoes	05/04/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Stinson-safety shoes	05/04/2018	100.00
	Account **52430 - Uniforms and Tools** Totals	18	$1,779.97
Account **53130 - Medical**			
3112 - Jason Glenn Eller	10-2018 CDL Physical reimb.	05/04/2018	85.00
5974 - Jerry L Waldridge	10-CDL Physical 2018 reimbursement	05/04/2018	85.00
	Account **53130 - Medical** Totals	2	$170.00
Account **53410 - Liability / Casualty Premiums**			
1847 - Hylant of Indianapolis, LLC	06- Quarterly Insurance Audit	05/04/2018	1,058.89
	Account **53410 - Liability / Casualty Premiums** Totals	1	$1,058.89
Account **53420 - Worker's Comp & Risk**			
2618 - Southeastern Indiana Health Operations, INC	12 April WC Admin/Medical Inv 201847	04/24/2018	3,995.91
2618 - Southeastern Indiana Health Operations, INC	12 April WC Admin/Medical Inv 201846	04/24/2018	9,222.27
	Account **53420 - Worker's Comp & Risk** Totals	2	$13,218.18
	Program **100000 - Main** Totals	23	$16,227.04
	Department **10 - Legal** Totals	23	$16,227.04

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Fund **800 - Risk Management(S0203)** Totals	23	$16,227.04
Fund **801 - Health Insurance Trust**			
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53990 - Other Services and Charges**			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2018	05/04/2018	1,109.58
	Account **53990 - Other Services and Charges** Totals	1	$1,109.58
	Program **120000 - Main** Totals	1	$1,109.58
	Department **12 - Human Resources** Totals	1	$1,109.58
	Fund **801 - Health Insurance Trust** Totals	1	$1,109.58
Fund **802 - Fleet Maintenance(S9500)**			
Department **17 - Fleet Maintenance**			
Program **170000 - Main**			
Account **52230 - Garage and Motor Supplies**			
4693 - Monroe County Tire & Supply, INC	17-tires	05/04/2018	3,091.00
4693 - Monroe County Tire & Supply, INC	17-tires	05/04/2018	776.50
4693 - Monroe County Tire & Supply, INC	17-tires	05/04/2018	461.00
4693 - Monroe County Tire & Supply, INC	17-tires	05/04/2018	451.00
4693 - Monroe County Tire & Supply, INC	17-tires	05/04/2018	57.06
	Account **52230 - Garage and Motor Supplies** Totals	5	$4,836.56
Account **52240 - Fuel and Oil**			
613 - Hoosier Penn Oil Company, INC	17-oil and fluids	05/04/2018	146.35
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	05/04/2018	19,179.26
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	05/04/2018	19,266.47
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	05/04/2018	19,264.09
	Account **52240 - Fuel and Oil** Totals	4	$57,856.17
Account **52320 - Motor Vehicle Repair**			
6001 - Bernath, LLC (Sealmaster)	17-#493 cad eye	05/04/2018	8.88
6001 - Bernath, LLC (Sealmaster)	17-#493 cad eye	05/04/2018	16.00
409 - Black Lumber Co INC	17-misc parts	05/04/2018	34.88

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
409 - Black Lumber Co INC	17-misc parts	05/04/2018	15.28
409 - Black Lumber Co INC	17-misc parts	05/04/2018	2.52
244 - Bloomington Ford, INC	17-misc parts	05/04/2018	102.98
244 - Bloomington Ford, INC	17-misc parts	05/04/2018	16.69
244 - Bloomington Ford, INC	17-misc parts	05/04/2018	236.57
244 - Bloomington Ford, INC	17-misc parts	05/04/2018	12.71
244 - Bloomington Ford, INC	17 - # parts return	05/04/2018	(7.32)
244 - Bloomington Ford, INC	17-misc parts	05/04/2018	84.72
244 - Bloomington Ford, INC	17-misc parts	05/04/2018	12.71
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	39.00
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	30.16
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	118.66
4335 - Circle Distributing, INC	17 - misc parts	05/04/2018	584.58
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	60.54
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	20.05
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	23.28
4335 - Circle Distributing, INC	17-misc parts	05/04/2018	4.16
51827 - Fire Service, INC	17 - #340 services & parts for electrical issues	05/04/2018	2,453.79
455 - Industrial Service & Supply, INC	17-misc parts	05/04/2018	11.42
455 - Industrial Service & Supply, INC	17-misc parts	05/04/2018	60.49
796 - Interstate Battery System of Bloomington, INC	17-batteries	05/04/2018	346.23
796 - Interstate Battery System of Bloomington, INC	17-batteries	05/04/2018	75.26
796 - Interstate Battery System of Bloomington, INC	17-batteries	05/04/2018	91.51
6262 - Koenig Equipment, INC	17 - #117 Mirror	05/04/2018	129.86
2974 - MacAllister Machinery Co, INC	17-#434 upper oil line and gaskets	05/04/2018	88.58
2974 - MacAllister Machinery Co, INC	17-#674 oring	05/04/2018	3.43
2974 - MacAllister Machinery Co, INC	17 - Stock - pins, retainers, and teeth	05/04/2018	398.44
2974 - MacAllister Machinery Co, INC	17 - Stock - pins, retainers, and teeth	05/04/2018	121.41
16069 - Palmer Trucks, INC	17 - #4741 labor & parts to repair tail gate hinges	05/04/2018	802.36
337 - Stansifer Radio Co, INC	17-#944 toggle switch	05/04/2018	19.76

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
54351 - Sternberg, INC	17-misc parts	05/04/2018	71.43
54351 - Sternberg, INC	17-misc parts	05/04/2018	16.08
54351 - Sternberg, INC	17-misc parts	05/04/2018	54.14
6216 - Terminal Supply, INC	17- work lights	05/04/2018	367.73
622 - Truck Country of Indiana, INC (Stoops	17-#396 maxi rods	05/04/2018	139.42
54917 - Vans Carburetor & Electric, INC (Vans	17-#468 switches and actuators	05/04/2018	118.74
816 - Vermeer Of Indiana, INC	17-#470/stock drive belt	05/04/2018	308.82
2096 - West Side Tractor Sales Co.	17-#468 switches and actuators	05/04/2018	85.25
2096 - West Side Tractor Sales Co.	17-#457/950 filters and orings	05/04/2018	9.25
2096 - West Side Tractor Sales Co.	17-#457/950 filters and orings	05/04/2018	192.14
	Account **52320 - Motor Vehicle Repair** Totals	43	$7,382.59
Account **52420 - Other Supplies**			
51565 - EmJay Automotive Equipment, LLC	17 - part for power washer	05/04/2018	69.89
51565 - EmJay Automotive Equipment, LLC	17 - Repair part for power washer	05/04/2018	72.60
313 - Fastenal Company	17 - First aid supplies, ladder, gloves and coveralls	05/04/2018	9.80
313 - Fastenal Company	17 - Shop supplies, flap discs, tap and dye, bolts	05/04/2018	84.83
313 - Fastenal Company	17 - First aid supplies, ladder, gloves and coveralls	05/04/2018	449.59
313 - Fastenal Company	17 - Shop supplies, flap discs, tap and dye, bolts	05/04/2018	23.90
313 - Fastenal Company	17 - Shop supplies, flap discs, tap and dye, bolts	05/04/2018	183.78
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches	05/04/2018	8.99
8181 - Lawson Products, INC	17-misc dni parts	05/04/2018	743.35
3286 - Peacetree, INC (PEI Maintenance)	17 - FuelMaster Prokees	05/04/2018	585.00
	Account **52420 - Other Supplies** Totals	10	$2,231.73
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW DIV-cell phone charges-3/12-4/11/18	04/23/2018	40.42
	Account **53210 - Telephone** Totals	1	$40.42
Account **53510 - Electrical Services**			
223 - Duke Energy	19-CH/off site facilities-elec. summary billing-bill date	04/23/2018	704.28
	Account **53510 - Electrical Services** Totals	1	$704.28
Account **53610 - Building Repairs**			

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
392 - Koorsen Fire & Security, INC	19-Fleet Maint-quarterly comm burg mon base 5/1-	05/04/2018	86.03
	Account **53610 - Building Repairs** Totals	1	$86.03
Account **53620 - Motor Repairs**			
51834 - BFS Retail Operations, LLC (Firestone)	17-alignment services	05/04/2018	49.99
51827 - Fire Service, INC	17 - #340 services & parts for electrical issues	05/04/2018	2,248.80
4046 - Heritage-Crystal Clean, INC	17-misc services	05/04/2018	416.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	05/04/2018	80.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	05/04/2018	100.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	05/04/2018	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	05/04/2018	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	05/04/2018	90.00
16069 - Palmer Trucks, INC	17 - #4741 labor & parts to repair tail gate hinges	05/04/2018	2,680.01
	Account **53620 - Motor Repairs** Totals	9	$5,774.80
Account **53650 - Other Repairs**			
3286 - Peacetree, INC (PEI Maintenance)	17 - Repairs to pump 1 at Adams Street	05/04/2018	568.08
3286 - Peacetree, INC (PEI Maintenance)	17 - repairs to fuelmaster at Adams Street	05/04/2018	130.50
	Account **53650 - Other Repairs** Totals	2	$698.58
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	14.25
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	14.25
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	71.03
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	16.35
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	72.33
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	75.45
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels	05/04/2018	14.13
	Account **53920 - Laundry and Other Sanitation Services** Totals	7	$277.79
Account **53990 - Other Services and Charges**			
204 - State Of Indiana	17 - Anunal payment for the underground storage tanks	05/04/2018	540.00
	Account **53990 - Other Services and Charges** Totals	1	$540.00
	Program **170000 - Main** Totals	84	$80,428.95

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Department **17 - Fleet Maintenance** Totals	84	$80,428.95
	Fund **802 - Fleet Maintenance(S9500)** Totals	84	$80,428.95
Fund **804 - Insurance Voluntary Trust**			
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**			
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	04/19/2018	1,082.43
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/20/2018	632.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2018	444.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2018	624.60
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/23/2018	50.39
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/24/2018	946.05
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/24/2018	108.20
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	04/25/2018	412.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/26/2018	957.80
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals	9	$5,259.79
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**			
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	04/19/2018	14.88
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/20/2018	29.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2018	161.79
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2018	53.45
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/24/2018	167.27
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	04/25/2018	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/26/2018	66.22
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals	7	$528.41
Account **53990.1283 - Other Services and Charges Health Savings Account**			
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	04/26/2018	16,541.51
	Account **53990.1283 - Other Services and Charges Health Savings Account** Totals	1	$16,541.51
	Program **120000 - Main** Totals	17	$22,329.71
	Department **12 - Human Resources** Totals	17	$22,329.71

Board of Public Works Claim Register

Invoice Date Range 04/19/18 - 05/04/18

Vendor	Invoice Description		Payment Date	Invoice Amount
		Fund **804 - Insurance Voluntary Trust** Totals	17	$22,329.71
Fund **978 - City 2016 GO Bond Proceeds**				
Department **06 - Controller's Office**				
Program **06016A - 2016 A Signal Modernization**				
Account **54510 - Other Capital Outlays**				
20 - Lochmueller Group, INC	13-17th/Dunn Intersection-services thru 2/28/18		05/04/2018	190.00
		Account **54510 - Other Capital Outlays** Totals	1	$190.00
		Program **06016A - 2016 A Signal Modernization** Totals	1	$190.00
		Department **06 - Controller's Office** Totals	1	$190.00
		Fund **978 - City 2016 GO Bond Proceeds** Totals	1	$190.00
			310	$545,395.06

Board of Public Works Claim Register

Invoice Date Range 04/17/18 - 04/18/18
Special Utilities

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund (S0101)**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **52210 - Institutional Supplies**										
4574 - John Deere Financial (Rural King)	J63323/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	54.90
4574 - John Deere Financial (Rural King)	J70058/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	65.88
4574 - John Deere Financial (Rural King)	J717773/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	29.47
4574 - John Deere Financial (Rural King)	J72669/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	94.83
4574 - John Deere Financial (Rural King)	J78938/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	38.97
4574 - John Deere Financial (Rural King)	J79828/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	82.35
4574 - John Deere Financial (Rural King)	J87389/62	01-52210 animal supplies	Paid by Check # 67648		04/17/2018	04/17/2018	04/17/2018		04/18/2018	69.87
				Account **52210 - Institutional Supplies** Totals				Invoice Transactions 7		$436.27
Account **53540 - Natural Gas**										
222 - Vectren	50195420-040318	19-ACC-gas bill 3/2-4/3/18	Paid by Check # 67650		04/17/2018	04/17/2018	04/17/2018		04/18/2018	2,020.47
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$2,020.47
				Program **010000 - Main** Totals				Invoice Transactions 8		$2,456.74
				Department **01 - Animal Shelter** Totals				Invoice Transactions 8		$2,456.74
				Fund **101 - General Fund (S0101)** Totals				Invoice Transactions 8		$2,456.74
Fund **401 - Non-Reverting Telecom (S1146)**										
Department **25 - Telecommunications**										
Program **256000 - Services**										
Account **53150 - Communications Contract**										
4170 - Comcast Cable Communications, INC	3550NKNSR-040318	28-3550 N Kinser Pike-business internet 4/16-	Paid by Check # 67642		04/17/2018	04/17/2018	04/17/2018		04/18/2018	104.85
4170 - Comcast Cable Communications, INC	3940NKNSR-040818	28-3940 N Kinser Pike-business cable/internet-	Paid by Check # 67643		04/17/2018	04/17/2018	04/17/2018		04/18/2018	116.01
				Account **53150 - Communications Contract** Totals				Invoice Transactions 2		$220.86
				Program **256000 - Services** Totals				Invoice Transactions 2		$220.86
				Department **25 - Telecommunications** Totals				Invoice Transactions 2		$220.86
				Fund **401 - Non-Reverting Telecom (S1146)** Totals				Invoice Transactions 2		$220.86
Fund **450 - Local Road and Street(S0706)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53520 - Street Lights / Traffic Signals**										
223 - Duke Energy	TRFSIGSUM-04/18	20-Traffic Signal Summary Electric Billing-	Paid by Check # 67645		04/17/2018	04/17/2018	04/17/2018		04/18/2018	2,785.05
223 - Duke Energy	STLGHTSUM-4/18	20-Street Light Summary Electric Billing-bill date	Paid by Check # 67646		04/17/2018	04/17/2018	04/17/2018		04/18/2018	34,897.76
				Account **53520 - Street Lights / Traffic Signals** Totals				Invoice Transactions 2		$37,682.81
				Program **200000 - Main** Totals				Invoice Transactions 2		$37,682.81
				Department **20 - Street** Totals				Invoice Transactions 2		$37,682.81
				Fund **450 - Local Road and Street(S0706)** Totals				Invoice Transactions 2		$37,682.81
Fund **451 - Motor Vehicle Highway(S0708)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	52414143-040518	19-Traffic-gas bill 3/6-4/5/18	Paid by Check # 67650		04/17/2018	04/17/2018	04/17/2018		04/18/2018	283.84
222 - Vectren	52418247-040518	19-Street Dept-gas bill 3/6-4/5/18	Paid by Check # 67650		04/17/2018	04/17/2018	04/17/2018		04/18/2018	482.65
				Account **53540 - Natural Gas** Totals				Invoice Transactions 2		$766.49
				Program **200000 - Main** Totals				Invoice Transactions 2		$766.49
				Department **20 - Street** Totals				Invoice Transactions 2		$766.49
				Fund **451 - Motor Vehicle Highway(S0708)** Totals				Invoice Transactions 2		$766.49
Fund **730 - Solid Waste (S6401)**										
Department **16 - Sanitation**										
Program **160000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	50195440-040318	19-Sanitation-gas bill 3/2-4/3/18	Paid by Check # 67650		04/17/2018	04/17/2018	04/17/2018		04/18/2018	151.55
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$151.55
				Program **160000 - Main** Totals				Invoice Transactions 1		$151.55
				Department **16 - Sanitation** Totals				Invoice Transactions 1		$151.55
				Fund **730 - Solid Waste (S6401)** Totals				Invoice Transactions 1		$151.55
Fund **802 - Fleet Maintenance(S9500)**										
Department **17 - Fleet Maintenance**										
Program **170000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	51863666-040518	19-Fleet Maint-gas bill 3/6-4/5/18	Paid by Check # 67650		04/17/2018	04/17/2018	04/17/2018		04/18/2018	649.87
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$649.87
				Program **170000 - Main** Totals				Invoice Transactions 1		$649.87
				Department **17 - Fleet Maintenance** Totals				Invoice Transactions 1		$649.87
				Fund **802 - Fleet Maintenance(S9500)** Totals				Invoice Transactions 1		$649.87
				Grand Totals				Invoice Transactions 21		$41,928.32

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
5/4/2018	Claims				545,395.06
4/18/2018	Sp Utility Cks				41,928.32
	Woodlawn Ave				
	Month Of April HSA/WorkComp/MT & Gym/CIGNA				
					587,323.38

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 **$ 587,323.38**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

I herby 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_____