

**Board of Public Works Meeting**

**March 5, 2019**



**AGENDA  
BOARD OF PUBLIC WORKS  
MARCH 5, 2019**

**A Regular Meeting of the Board of Public Work to be held Tuesday March 5, 2019, 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. OPEN SEALED BIDS & QUOTES**

- 1. Open Sealed Bids for Morton Street Parking Garage Repairs**

**IV. TITLE VI ENFORCEMENT**

- 1. Permission to Abate Property at 1501 S. Hathaway Ct.**
- 2. Permission to Abate Parcel 53-08-10-111-002.000-009**

**V. CONSENT AGENDA**

- 1. Approve Minutes 2-19-19**
- 2. Approve Noise Permit for 2019 AIDS Walk (Friday, April 5<sup>th</sup> )**
- 3. Resolution 2019-17: Approve Use of Public Street for 2019 Hoosier Half Marathon & 5K (Saturday, April 6<sup>th</sup>)**
- 4. Resolution 2019-18: Approve Use of Public Street for 2019 Hoosiers Outrun Cancer (Saturday, Sept. 28<sup>th</sup>)**
- 5. Resolution 2019-19: Allow Mobile Vendor to Operate in the Public Right of Way (Joella's Hot Chicken)**
- 6. Resolution 2019-20: Allow Mobile Vendor to Operate in the Public Right of Way (Domino's Pizza)**
- 7. Resolution 2019-21: Approve Renewal of Mobile Vendor to Operate in the Public Right of Way (Big Cheeze Truck #1)**
- 8. Resolution 2019-22: Approve Renewal of Mobile Vendor to Operate in the Public Right of Way (Doner Kebab)**
- 9. Approve Addendum #1 to the Concrete Materials Contract with Irving Materials Inc.**
- 10. Approve Addendum #1 to Asphalt Materials Contract with Milestone Contractors L.P.**
- 11. Approve Request from Weddle Brothers Inc. for Temporary Road Closure on S. Rogers St. (Thursday, March 7<sup>th</sup> & Friday, March 8<sup>th</sup>)**
- 12. Approve Acceptance of Bloomington's Co-Op Final Plat**
- 13. Approve Acceptance of Lot 8 in Millen and Rice Addition Final Plat**
- 14. Approve Service Contract with Photizo, LLC dba Fish Window Cleaning for Window Cleaning Services at City Hall**



**15. Approve Service Contract with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering**

**16. Approve Payroll**

**VI. NEW BUSINESS**

- 1. Approve Request from Milestone Inc. for a Temporary Southbound Detour and Northbound Lane Shift on N. Rogers St. (Monday, March 11<sup>th</sup> – Friday, March 22<sup>nd</sup>)**
- 2. Approve Renovation of Morton Street Parking Garage Elevator by Otis Elevator Company**
- 3. Approve Structural Engineering Services with CE Solutions for Walnut Street Garage Stairwell Repair**

**VII. STAFF REPORTS & OTHER BUSINESS**

**VIII. APPROVAL OF CLAIMS**

**IX. ADJOURNMENT**

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

# Staff Report

**To: Board of Public Works**

**From: Norman Mosier**

**Date: February 26, 2019**

**Re: Request to Abate property at 1501 S. Hathaway Ct., Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on 01/14, 01/25, 02/19/2019,
2. Photograph(s) of the property
3. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 01/14, 01/25, 02/19/2019, Neighborhood Compliance Officer Norman Mosier inspected the property located at 1501 S. Hathaway Court, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for garbage in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to Gentry Estates Development Co., Inc (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.020 in that it has garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).

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

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible.

# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 01/14, 01/25, 02/19/2019 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, March 5, 2019.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co., Inc. (Hereinafter the "Owner") owns the real estate located at 1501 S. Hathaway Court., Bloomington, IN (Hereinafter the "Property").
2. On 01/14, 01/25, 02/19/2019, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property, in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.

**So Ordered this 5<sup>th</sup> Day of March, 2019.**

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ORDER OF ABATEMENT**

## **(Garbage, Recyclable Materials, Yard Waste)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 1501 S. Hathaway Ct., Bloomington, IN, with a legal description 015-26691-21 Gentry Crest Phase 2 at Renwick Lot 21 (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove any and all garbage, recyclable materials, or yard waste located upon the Property.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

**So Ordered this 5<sup>th</sup> Day March, 2019.**

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

March 6, 2019

Gentry Estates Development Co. Inc.  
986 S. State Road 446  
Bloomington, IN 47401

Re: Property located at 1501S. Hathaway Ct.

Dear Gentry Estates Development Co. Inc.,

On March 5, 2019 The City of Bloomington, Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 1501 S. Hathaway Court (parcel # 53-08-10-111-003.021-009, legal description 015-26691-21 Gentry Crest Phase 2 At Renwick Lot 21) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it 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 it. At that meeting the Board did grant HAND the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

The Board's Order is continuous and shall remain in effect until February 1, 2020. This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason  
Director, Public Works



**City of Bloomington  
Housing and Neighborhood Development**

On 01/14, 01/25, 02/19/2019, the Housing & Neighborhood Development Department (HAND) issued a ticket for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 1501 S. Hathaway Court. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval for continuous abatement from the City of Bloomington Board of Public Works to abate the violation through January 14, 2020.

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BPW Meeting Date: March 5, 2019

Abatement Approved: Y/N

Property Owner: Gentry Estates Development Co. Inc.

Address: 986 S. St. Rd. 446 Bloomington, In. 47401

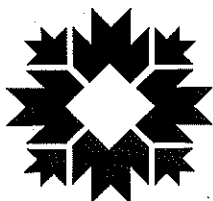
Is this a rental? N/A

Agent: N/A

Address: 1501 S. Hathaway Ct.

Parcel Number: 53-08-10-111-003.021-009

Legal Description: 015-26691-21 Gentry Crest Phase 2 at Renwick Lot 21



# 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 1-14-19 Time 4:30 Address/location 1501 S. HATHAWAY CT. 47401  
 Issued by: 207 (VACANT LOT)

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 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 6.04.100(c).

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

**Fine Due: \$50    \$100    \$150    Warning (No fine due at this time)    Ticket# 42239**

**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: REMOVE THE OLD USED CONCRETE PIECES THAT ARE LAYING ON THE GROUND, OR FINES WILL BE FORTHCOMING.

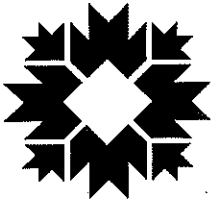
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** GENTRY ESTATES DEVELOPMENT CO.  
**Address** 986 S. STATE RD 47401  
**City** BLOOMINGTON **State** IN  
**Zip Code** 47401

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

BPW: \_\_\_\_\_

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



# Notice of Violation

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

(VACANT LOT)

Date 1-25-19 Time 11:10 Address/location 1501 S. HATHAWAY CT.

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 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 6.04.100(c).

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

**Fine Due: \$50 \$100 \$150      Warning (No fine due at this time)      Ticket# 42351**

**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: REMOVE CONCRETE DEBRIS FROM PROPERTY OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

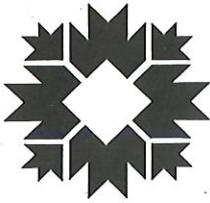
**Owner Name** GENTRY ESTATES DEV. CO. INC.  
**Address** 986 S. STATE RD. 446  
**City** BLOOMINGTON **State** IN  
**Zip Code** 47401

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

BPW: \_\_\_\_\_

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





# Notice of Violation

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

Date 2-19-19 Time 11:00 Address/location 1501 S. HATHAWAY CT. 47401

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 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 6.04.100(c).

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

**Fine Due: \$50      \$100      \$150      Warning (No fine due at this time)      Ticket# 42473**

**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: REMOVE ALL BROKEN CONCRETE FROM PROPERTY OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** GENTRA ESTATES DEV. CO. INC.  
**Address** 986 S. ST. RD. 446  
**City** BLGTN. **State** IN.  
**Zip Code** 47401

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

BPW:  3-5-19

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



City of Bloomington  
Housing and Neighborhood Development

**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Thursday March 5<sup>th</sup> 2019.**

**You may appear at the Board of Public Works hearing to speak on the matter.**

**Fines are not appealed at this meeting, only abatement.**





ADDRESS: 1501 S. HATHAWAY CT.

OWNER: GENTRY ESTATES DEVELOPMENT CO. INC.  
986 S. ST. RD. 446 BLOOMINGTON, IN. 47401

LEGAL DESCRIPTION: 015-26691-21 GENTRY CREST  
PHASE 2 AT RENWICK LOT 21

STATE PARCEL ID: 53-08-10-111-003.021-009

# Staff Report

**To: Board of Public Works**

**From: Norman Mosier**

**Date: February 26, 2019**

**Re: Request to Abate parcel 53-08-10-111-002.000-009, Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on 02/19/2019,
2. Photograph(s) of the property
3. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 02/19/2019, Neighborhood Compliance Officer Norman Mosier inspected the property located at parcel number 53-08-10-111-002.000-009, Bloomington, IN which is a drainage ditch and common area servicing the Renwick Neighborhood (Hereinafter the “Property”) and issued a Notice of Violation for garbage in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co., Inc (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.020 in that it has garbage on the property.
4. The violation has not been corrected and the NOV was not appealed.
5. The NOV was posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).

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

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible.

# **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ORDER OF ABATEMENT**

## **(Garbage, Recyclable Materials, Yard Waste)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property at parcel number 53-08-10-111-002.000-009, Bloomington, IN, which is a drainage ditch servicing the Renwick neighborhood. This parcel has a legal description 015-26695-00 Gentry Crest PH 3 at Renwick Amendment 1 Lot 40 Common area. (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove any and all garbage, recyclable materials, or yard waste located upon the Property.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

**So Ordered this 5<sup>th</sup> Day March, 2019.**

---

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

# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 02/19/2019 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, March 5, 2019.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co., Inc. (Hereinafter the "Owner") owns the real estate located at parcel number 53-08-10-111-002.000-009, Bloomington, IN which is a drainage ditch servicing the Renwick Neighborhood (Hereinafter the "Property").
2. On 02/19/2019, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property, in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.

**So Ordered this 5<sup>th</sup> Day of March, 2019.**

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.



**City of Bloomington  
Housing and Neighborhood Development**

On 02/19/2019, the Housing & Neighborhood Development Department (HAND) issued a ticket for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 53-08-10-111-002.000-009. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval for continuous abatement from the City of Bloomington Board of Public Works to abate the violation through February 19, 2020.

---

BPW Meeting Date: March 5, 2019

Abatement Approved: Y/N

Property Owner: Gentry Estates Development Co. Inc.

Address: 986 S. St. Rd. 446 Bloomington, IN. 47401

Is this a rental? N/A

Agent: N/A

Address: 53-08-10-111-002.000-009.

Parcel Number: 53-08-10-111-002.000-009.

Legal Description: 015-26695-00 Gentry Crest PH 3 at Renwick Amendment 1 Lot 40 Common area.



March 6, 2019

Gentry Estates Development Co. Inc.  
986 S. State Road 446  
Bloomington, IN 47401

Re: Parcel #53-08-10-111-002.000-009

Dear Gentry Estates Development Co. Inc.,

On March 5, 2019 The City of Bloomington, Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 1501 S. Hathaway Court (parcel # 53-08-10-111-002.000-009, legal description 015-26695-00 Gentry Crest Ph 3 At Renwick Amendment 1 Lot 40 Common Area) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it 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 it. At that meeting the Board did grant HAND the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

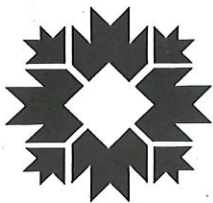
Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

The Board's Order is continuous and shall remain in effect until February 19, 2020. This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason  
Director, Public Works





# Notice of Violation

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

Date 2-19-19 Time 11:40 Address/location 53-08-10-111-002, 000-009  
OFF NATHAWAY CT.

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 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 6.04.100(c).

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

**Fine Due: \$50      \$100      \$150      Warning (No fine due at this time)      Ticket# 42474**

**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: REMOVE ALL SCATTERED TRASH FROM DRAINAGE DITCH  
OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** GENTRY ESTATES DEV. CO. INC.  
**Address** 986 S. ST. RD. 446  
**City** BLGTN. **State** IN.  
**Zip Code** 47401

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

BPW:  3-5-19

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



**City of Bloomington  
Housing and Neighborhood Development**

**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Thursday March 5<sup>th</sup> 2019.**

**You may appear at the Board of Public Works hearing to speak on the matter.**

**Fines are not appealed at this meeting, only abatement.**





Search Criterion: 1 Foot

Window Size: 2083 X 1144 Feet





COMMON AREA

OWNER: GENTRY ESTATES DEVELOPMENT CO. INC.  
986 S. ST. RD. 446  
BLOOMINGTON, IN. 47401

LEGAL DESCRIPTION: 015-26695-00 GENTRY CREST  
PH3 AT REMWICK AMENDMENT  
1 LOT 40 COMMON AREA

STATE PARCEL ID: 53-08-10-111-002.000-009









The Board of Public Works meeting was held on Tuesday, February 19, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

**ROLL CALL**

Present: Kyla Cox Deckard  
Beth Hollingsworth  
Dana Palazzo

City Staff: Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
Melissa Hirtzel – Public Works  
Jackie Moore – City Legal  
Neil Kopper – Planning and Transportation  
Sara Gomez – Planning and Transportation  
Dan Backler – Planning and Transportation  
Mike Arnold – Housing & Neighborhood Development  
Dave Williams – Parks & Recreation

None

**MESSAGES FROM BOARD MEMBERS**

None

**PETITIONS & REMONSTRANCES**

**TITLE XVII ENFORCEMENT**

Mike Arnold, Housing and Neighborhood Development, presented Resolution 2019-06: Approve Order to Remove Property at 1633 S. Pinestone Ct. See meeting packet for details.

**Resolution 2019-06: Approve Order to Remove Property at 1633 S. Pinestone Ct.**

**Board Comments:**

Palazzo asks Arnold about who the house is in ownership of. She needs clarification if the house is under the original owner or if a new owner bought the house at a sheriff's sale. Arnold states the house went into a tax sale and because the original owner paid the

property taxes on time, the property stayed in the possession of the original owner. Arnold states this owner is the same person that dealt with other issues in 2016 and they never received a response from him either at that time. Cox Deckard asks Arnold since finding a new address if there has been anything that has come back. Arnold states they have not heard back and are waiting to see how that plays out. Cox Deckard needs clarification on the dates of communication to the owner. She asked Arnold if they communicated in January 2018 or January 2019. Arnold states it was January of 2019. He didn't want to take this issue immediately to the board, he wanted to wait to see if they would hear back. Cox Deckard asked Arnold if he received permission from the board, would he put up public notices. Arnold states he would place back to back public notices in the Bloomington newspaper. Hollingsworth asked how long this process would take. Arnold states the necessary steps he would have to take if they did not receive feedback from the public notices.

Hollingsworth made a motion to approve Resolution 2019-06: Approve Order to remove property at 1633 S. Pinestone Ct. Palazzo seconded the motion. Motion is passed. Resolution is approved.

## **CONSENT AGENDA**

- 1. Approval of Minutes 2-5-19**
- 2. Approve Request from Signature Construction for Extension of Parking and Sidewalk Closure on N. Rogers St. between 10<sup>th</sup> and 11<sup>th</sup> St.**
- 3. Resolution 2019-15: Approve Right-of-Way Encroachment at 307 E 19th St**
- 4. Approve Request from Duke Energy for Lane Closure Extension on N. Smith Rd.**
- 5. Approve Acceptance of Trades District Final Plat**
- 6. Approve Change Order #1 for Stair Tread Replacement by Owen Valley Flooring at Fire Station #1**
- 7. Approve Service Contract with B & L Sheet Metal and Roofing for Services at City of Bloomington Facilities**
- 8. Approve Service Contract with Harrell-Fish, Inc. for HVAC Repair and Maintenance Services at City of Bloomington Facilities**
- 9. Approve Service Contract with Harrell-Fish, Inc. for Plumbing**



**Repair and Inspection Services at City of Bloomington  
Facilities**

- 10. Approve Service Contract with Indiana Door & Hardware  
Specialties, Inc. for Locksmithing and Repair Services at City  
of Bloomington Facilities**
- 11. Approval of Payroll**

Palazzo made a motion to approve the consent agenda.  
Hollingsworth seconded the motion. Motion is passed. Consent  
agenda is approved.

**NEW BUSINESS**

Sara Gomez, Planning and Transportation, presented the request  
from Crider & Crider Inc. for temporary road closure on N. Range  
Road. See meeting packet for details.

**Approve Request from Crider &  
Crider, Inc., for Temporary Road  
Closure on N. Range Rd.  
(Monday, Feb. 25th – Friday,  
March 29th)**

**Staff Comments:**

Adam Wason, Public Works, reminded the public that this closure  
will be a one way loop from the Bypass to N. Range Rd. east. All  
traffic patterns will come east off of the S. R. 46 Bypass and then  
continue to the south on Range Rd. The City has been coordinating  
with Fountain Park Apartments to utilize the two entrances off of  
S.R. 45 or 10<sup>th</sup> Street. Wason acknowledged that this will cause  
some inconveniences but urged the public to be patient and please  
take the time to learn new traffic patterns.

**Board Comments:**

Cox Deckard asked staff if there was a plan in place to alert drivers  
of the traffic pattern change before the intersection of E. 10<sup>th</sup> and the  
S.R. 46 Bypass to inform them of having to use Range Rd. from the  
east to access properties on the south side of the road.

Bill Williams, Crider & Crider, Inc. stated that they did not have  
plans for signage to alert drivers about the traffic pattern change.  
However Williams stated that he would be happy to implement that  
request from the Board. Williams suggested placing one sign on  
south bound S.R. 46 for traffic turning onto E. 10<sup>th</sup> Street in addition  
to one sign on north bound S.R. 46 to alert driver to use N. Range

Rd.

Cox Deckard expressed her approval of that idea and stated that it would be great to alert drivers that use this route to commute, prior to the intersections, to avoid any confusion or potential safety hazards.

**Staff Comments:**

Wason asked Williams if IU was scheduled to make notification to their employees and staff that utilize these roads daily. Williams stated that IU was waiting on the outcome of the Board of Public Works meeting to move forward with their plans for notification.

Hollingsworth made a motion to approve the request from Crider & Crider for temporary lane closure on N. Range Rd. Palazzo seconded the motion. Motion is passed. Request for road closure is approved.

Dave Williams, Parks and Recreation, presented Resolution 2019-16: Declare surplus and determine use for that property. See meeting packet for details.

**Resolution 2019-16: Declare Real Property Surplus and Determine Use for that Property**

Palazzo made a motion to approve Resolution 2019-16: Declare real property surplus and determine use for the property. Hollingsworth seconded the motion. Motion is passed. Resolution 2019-16 is approved.

Adam Wason, Public Works, requested approval for pavement maintenance and pothole repair services with Crider & Crider, Inc. See meeting packet for details.

**Approve Pavement Maintenance & Pothole Repair Services with Crider & Crider, Inc.**

**Board Comments:**

Hollingsworth asked Wason if he will utilize Crider & Crider more this winter. Wason said it's a delicate issue because of the staff in the street department that can work on the same issue. Wason states if there is major weather it could be considered to utilize Crider & Crider. Cox Deckard asks Wason if he feels they are at the end of their emergency services contract with Crider & Crider. Wason states he could utilize them if he needed too, but Wason didn't feel it was necessary.

Hollingsworth made a motion to approve pavement maintenance and pothole repair services with Crider & Crider, Inc. Palazzo seconded the motion. Motion is passed. Request is approved.

Wason states there may be winter storms in the forecast but crews are ready to go to stay ahead of the weather. Wason wanted to remind residents to make sure to put clean recycling materials only in the recycling bins. He wants residents to refrain from recycling greasy pizza boxes and other contaminated items. Palazzo asked if there is anything on the website that states what clean recycling means for residents. Wason says if you visit the sanitation website on the City's webpage there is information on what you can and can't recycle. Wason urges to call the city if residents have more questions.

## **STAFF REPORTS & OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$854,512.41. Palazzo seconded the motion. Motion is passed. Claims are approved.

## **APPROVAL OF CLAIMS**

**ADJOURNMENT**

Cox Deckard adjourns the meeting at 5:54 pm

Accepted by:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth Hollingsworth, Vice-president

\_\_\_\_\_  
Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** 2019 South Central Indiana AIDS Walk

**Petitioner/Representative:** Community AIDS Action Group of South Central Indiana

**Staff Representative:** Christina Smith

**Meeting Date:** March 5, 2019

**Event Date:** Friday, April 5, 2019

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The 15<sup>th</sup> Annual AIDS Walk is set for Friday, April 5<sup>th</sup> on the B-Line Trail. The family festival will be located at Dimension Mill from 5:00 p.m. to 8:00 p.m. The walk will begin at 7:30 p.m. from the Dimension Mill to the B-Line Trail, south on the trail and then turn around and walk the same route back to the mill. Parks Department has issued a permit for use of the B-Line Trail. As there will be music and announcements during the event, a noise permit is requested. There is no registration fee to participate in the walk, although donations will be accepted. Proceeds benefit HIV prevention and supportive services for people living with HIV.

**Staff supports the noise permit request.**



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov)

## Event and Noise Information

Name of Event:	2019 South Central Indiana AIDS Walk		
Location of Event:	Dimension Mill		
Date of Event:	4/5/19	Time of Event:	Start: 5:00 pm
Calendar Day of Week:	Friday		End: 8:00 pm
Description of Event:	Fundraising event with festivities and entertainment as well as a walk on the B-Line Trail.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: IU Health-Positive Link	

## Applicant Information

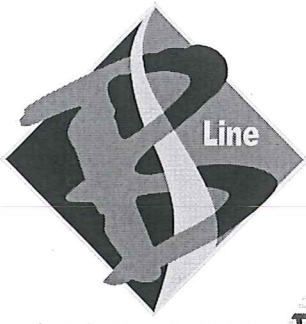
Name:	Matt Taylor		
Organization:	IU Health-Positive Link	Title:	Development Coordinator
Physical Address:	333 E Miller Drive Bloomington, IN 47407		
Email Address:	mtaylor28@iuhealth.org	Phone Number:	5049680505
Signature:		Date:	2/8/19

## FOR CITY OF BLOOMINGTON USE ONLY

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

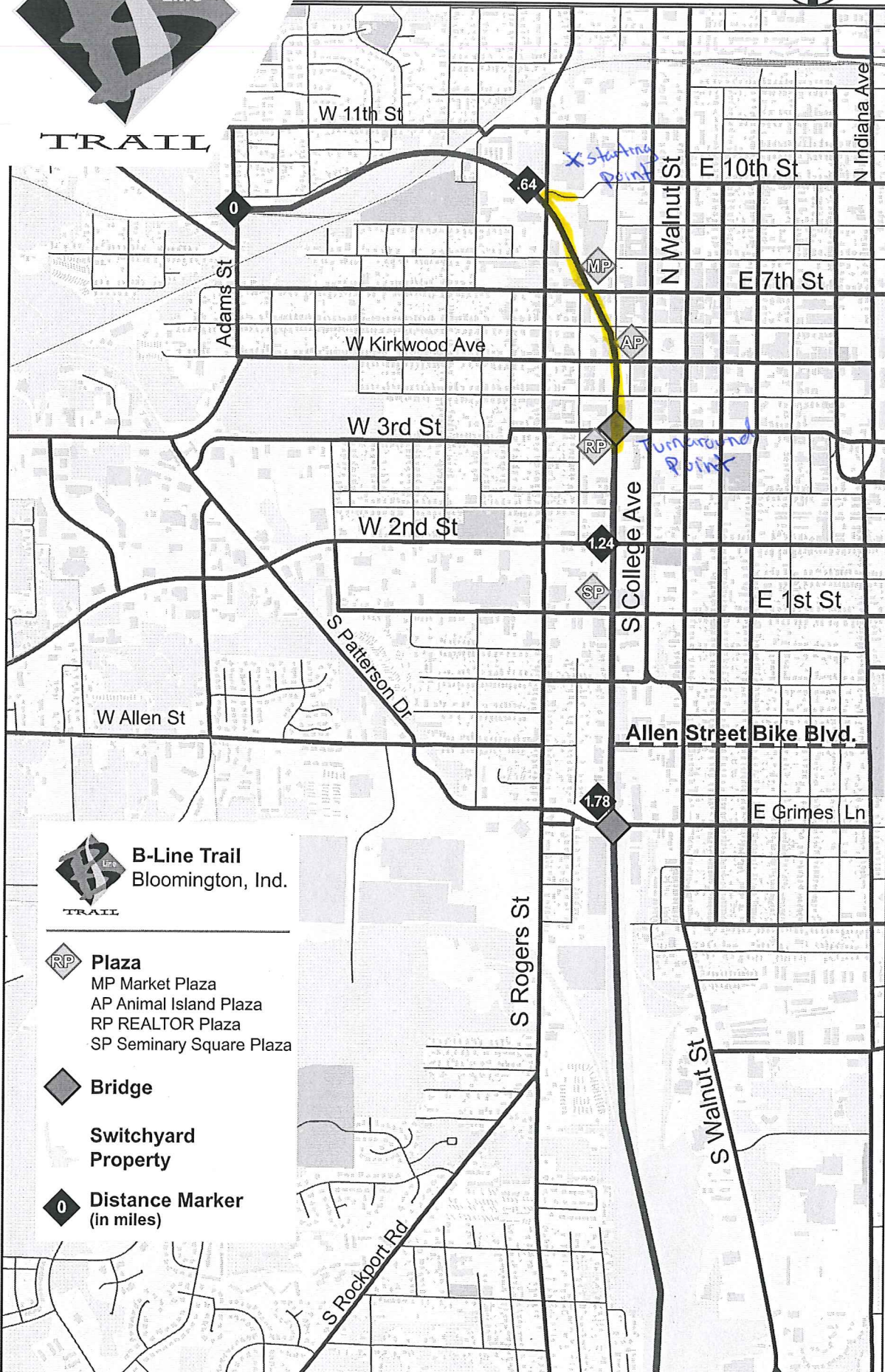
<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Dana Palazzo, Secretary






### B-Line Trail

City of Bloomington Parks and Recreation Department  
401 N. Morton St. Ste. 250 Bloomington, IN 47404  
(812) 349-3700 ♦ bloomington.in.gov/B-Line Trail



 **B-Line Trail**  
Bloomington, Ind.

-  **Plaza**  
MP Market Plaza  
AP Animal Island Plaza  
RP REALTOR Plaza  
SP Seminary Square Plaza
-  **Bridge**
-  **Switchyard Property**
-  **Distance Marker (in miles)**



## Board of Public Works Staff Report

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**Project/Event:** Hoosier Half Marathon and 5K 2018

**Petitioner/Representative:** Perfect Timing Race Management, LLC

**Staff Representative:** Sean Starowitz

**Meeting Date:** March 5, 2019

**Event Date:** Saturday, April 6, 2019

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Perfect Timing Race Management, LLC, is requesting the use of sections City streets outlined in Exhibit #1 to hold a Half Marathon and 5K race on Saturday, April 6, 2019 from 8:00 a.m. to 12:00 p.m. for the Hoosier Half Marathon and 5K race.

The race route will be secured and managed by Indiana University Police, private security, and volunteers using signs and barricades. Planning & Transportation has approved the route. Organizers estimate that there will be 2,500 participants involved.

Staff recommends approval.

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**Recommendation and Supporting Justification:** Staff supports the request.

**Recommend**  **Approval**  **Denial by** Sean Starowitz



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 17**

**HOOSIER HALF MARATHON AND 5K 2019**

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

**WHEREAS**, Perfect Timing, LLC (hereinafter referred to as “Perfect Timing”), would like to have the City close the following City street as seen on Exhibit A, in order to conduct a Special Event: The Hoosier Half Marathon and 5K; and,

**WHEREAS**, Perfect Timing has agreed to provide the City with a Certificate of Insurance naming the City as additionally insured; and

**WHEREAS**, the City is willing to close said streets in order to support this community function.

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

1. The City declares that all or a portion of the following City streets listed on Exhibit #1 shall be temporarily closed to traffic and parking to conduct the Hoosier Half Marathon and 5K: beginning at 8:00 a.m. on Saturday, April 6, 2019, and ending at 12:00 p.m. on Saturday, April 6, 2019.
2. Perfect Timing shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Perfect Timing shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Perfect Timing shall obtain, and place at Perfect Timing’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Perfect Timing shall not close the streets until 8:00 a.m. on Saturday, April 6, 2019 and shall remove barricades and signage and reopen the streets no later than 12:00 p.m. on Saturday, April 6, 2019.
4. Perfect Timing shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. Perfect Timing shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removal of all trash cans/receptacles. Clean-up shall be completed by 12 p.m. on Saturday, April 6, 2019.

Resolution 2019-17

6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. Perfect Timing shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Perfect Timing, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees 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.
10. Curt Winders, a duly authorized representative of Perfect Timing, represents that he is fully empowered by proper action of Perfect Timing to bind Perfect Timing to the terms and conditions set forth in this Resolution and does so bind Perfect Timing by his signature set forth below.

ADOPTED THIS 5<sup>th</sup> DAY OF MARCH, 2019.

BOARD OF PUBLIC WORKS:

PERFECT TIMING RACE MANAGEMENT, LLC

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

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

Curt Winders, Manager  
\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Date



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

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

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

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development



# SPECIAL EVENT APPLICATION

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

Department of Public Works

812-349-3410

## 1. Applicant Information

Contact Name:	Curt Winders		
Contact Phone:	317-501-7111	Mobile Phone:	317-501-7111
Title/Position:	Race Director		
Organization:	Perfect Timing, LLC		
Address:	4974 N. Chatham Dr.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	curtwinders@gmail.com		
Organization E-Mail and URL:	www.hoosierhalf.com		
Org Phone No:	317-501-7111	Fax No:	None

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

Organization Name:	Greene & Schultz		
Address:	520 North Walnut Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	<a href="mailto:betsy@greeneschultz.com">betsy@greeneschultz.com</a>		
Phone Number:	812-558-0198	Mobile Phone:	
Organization Name:	Myers Croxton Group		
Address:	421 West 6 <sup>th</sup> Street, Suite 116		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	<a href="mailto:cathy@myerscroxton.com">cathy@myerscroxton.com</a>		
Phone Number:	812-219-1200	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	April 6, 2019		
Time of Event:	Date: 4/6/19	Start: 8:00am	Date: End: 12:00pm
Setup/Teardown time Needed	Date: 4/6/19	Start: 5:00am	Date: End: 12:00pm
Calendar Day of Week:	Saturday		
Description of Event:	Hoosier Half Marathon and FTK 5K		
Expected Number of Participants:	2500	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:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>• Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	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***

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

**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		



CITY OF BLOOMINGTON

# 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](mailto: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:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

## Applicant Information

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

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, 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](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:

**Contact Information- Other**

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

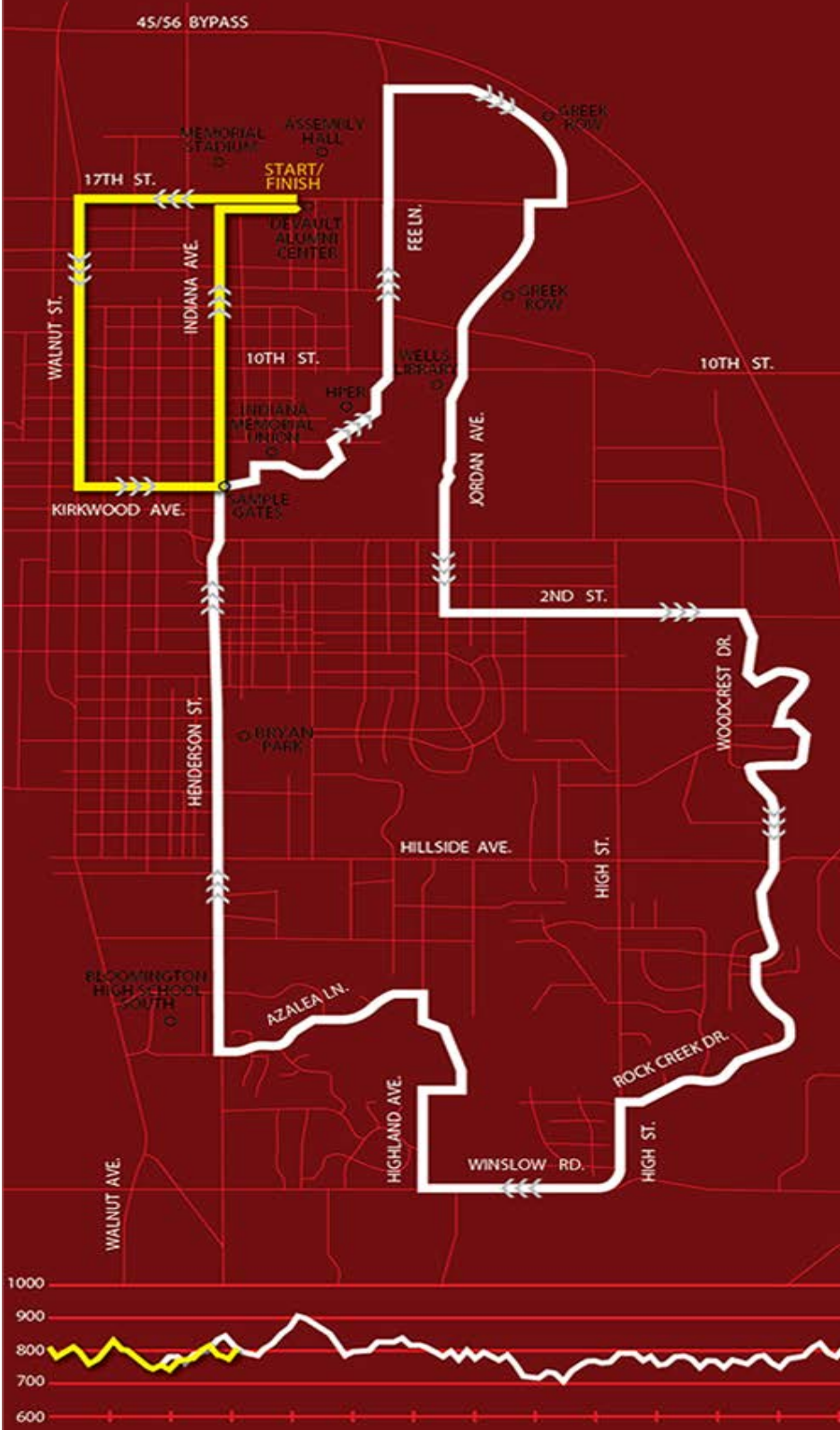
## **EXHIBIT #1**



5K



HALF MARATHON





**Traffic Control**

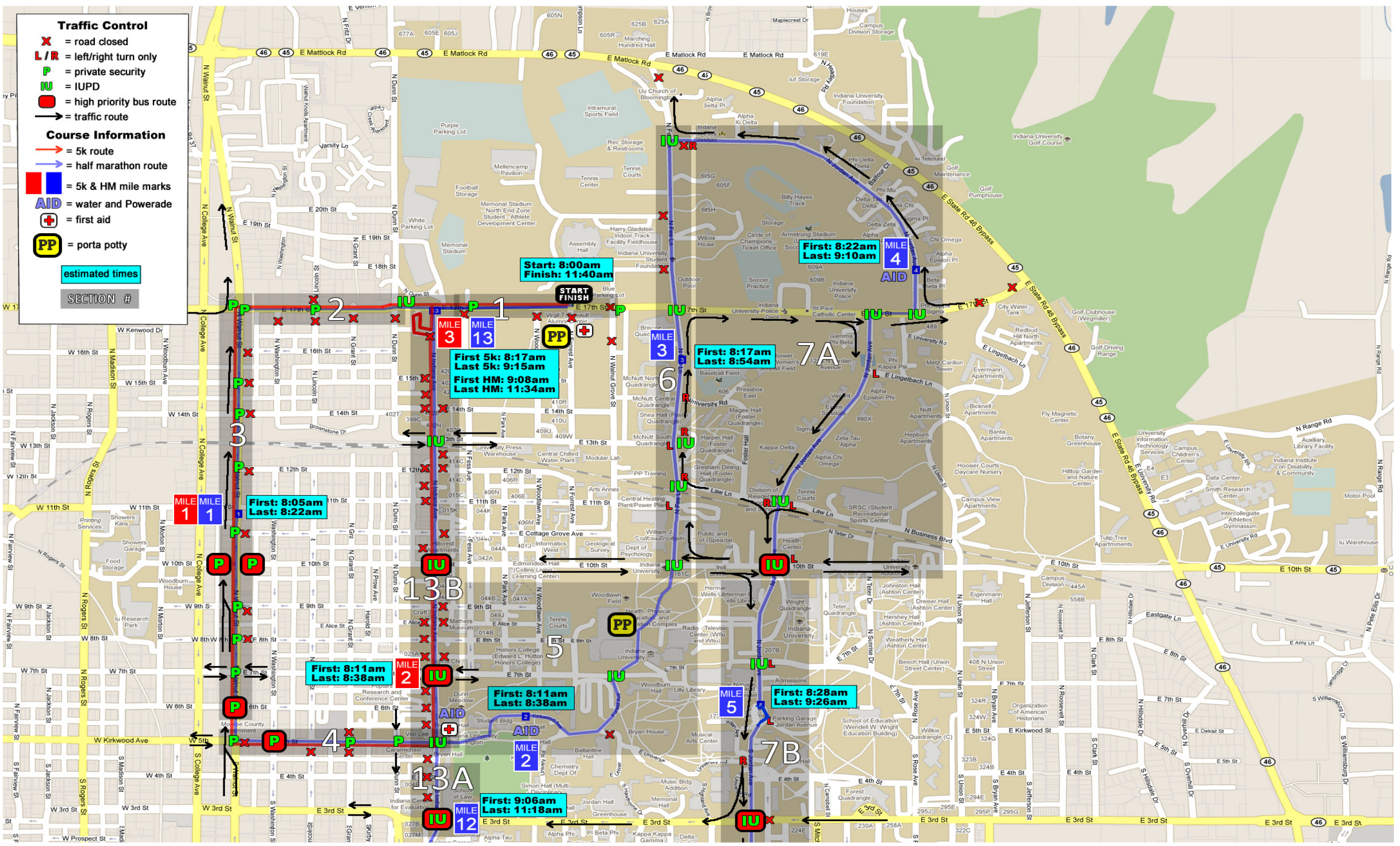
- X** = road closed
- L/R** = left/right turn only
- P** = private security
- IU** = IUPD
- Red Circle** = high priority bus route
- Black Arrow** = traffic route

**Course Information**

- Red Arrow** = 5k route
- Blue Arrow** = half marathon route
- Red/Blue Box** = 5k & HM mile marks
- AID** = water and Powerade
- Red Cross** = first aid
- PP** = porta potty

**estimated times**

**SECTION #**



**Start: 8:00am**  
**Finish: 11:40am**

**First: 8:22am**  
**Last: 9:10am**

**First 5k: 8:17am**  
**Last 5k: 9:15am**  
**First HM: 9:08am**  
**Last HM: 11:34am**

**First: 8:17am**  
**Last: 8:54am**

**First: 8:05am**  
**Last: 8:22am**

**First: 8:11am**  
**Last: 8:38am**

**First: 8:11am**  
**Last: 8:38am**

**First: 9:06am**  
**Last: 11:18am**

**First: 8:28am**  
**Last: 9:26am**

**Traffic Control**

- X** = road closed
- L/R** = left/right turn only
- P** = private security
- IU** = IUPD
- Red Circle** = high priority bus route
- Black Arrow** = traffic route

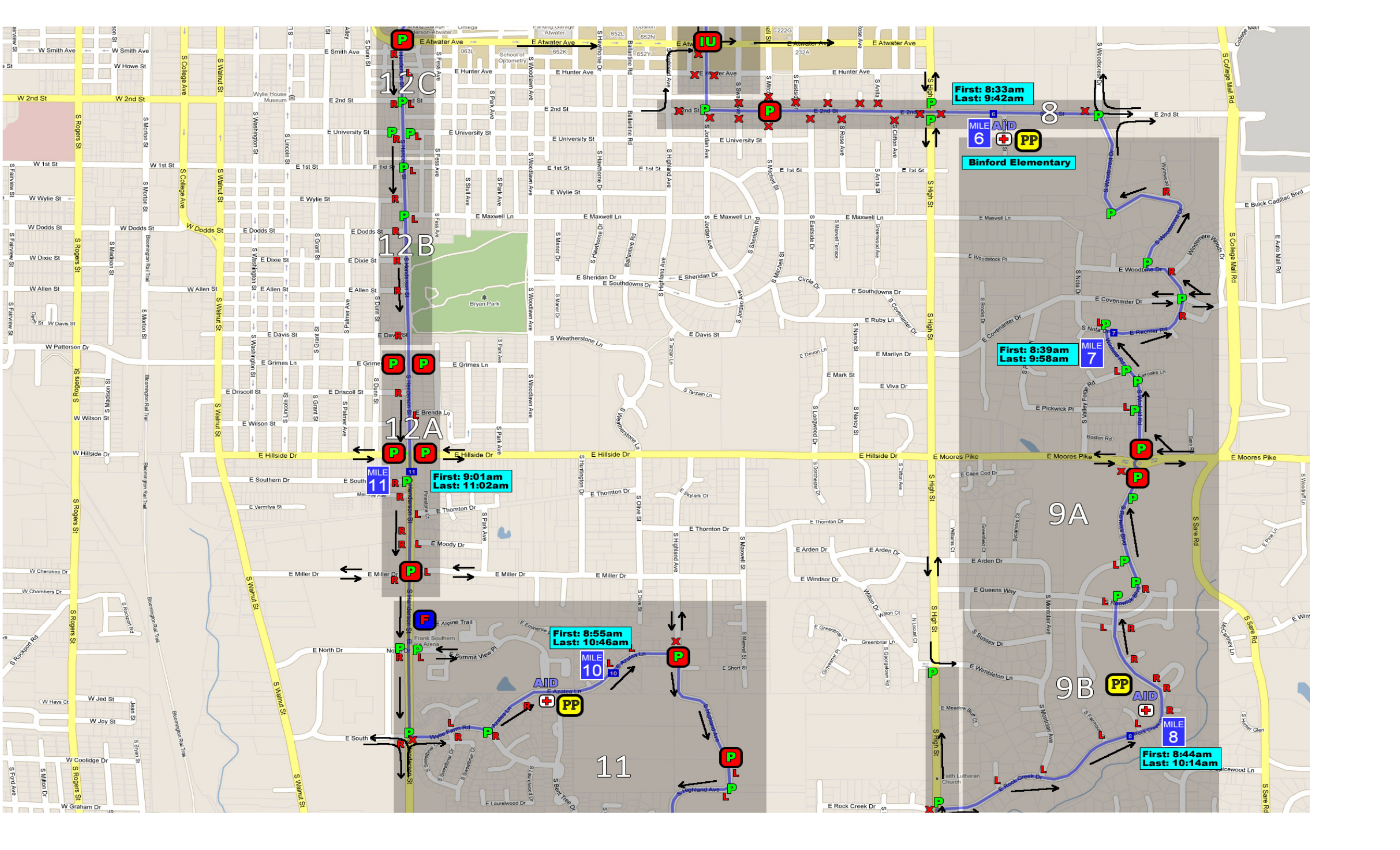
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- Red/Blue Box** = 5k & HM mile marks
- AID** = water and Powerade
- Red Cross** = first aid
- PP** = porta potty

**estimated times**

**SECTION #**





First: 8:33am  
Last: 9:42am

MILE AID  
6

Binford Elementary

First: 8:39am  
Last: 9:58am

MILE AID  
7

9A

9B

First: 8:44am  
Last: 10:14am

MILE AID  
8

First: 8:55am  
Last: 10:46am

MILE AID  
10

11

First: 9:01am  
Last: 11:02am

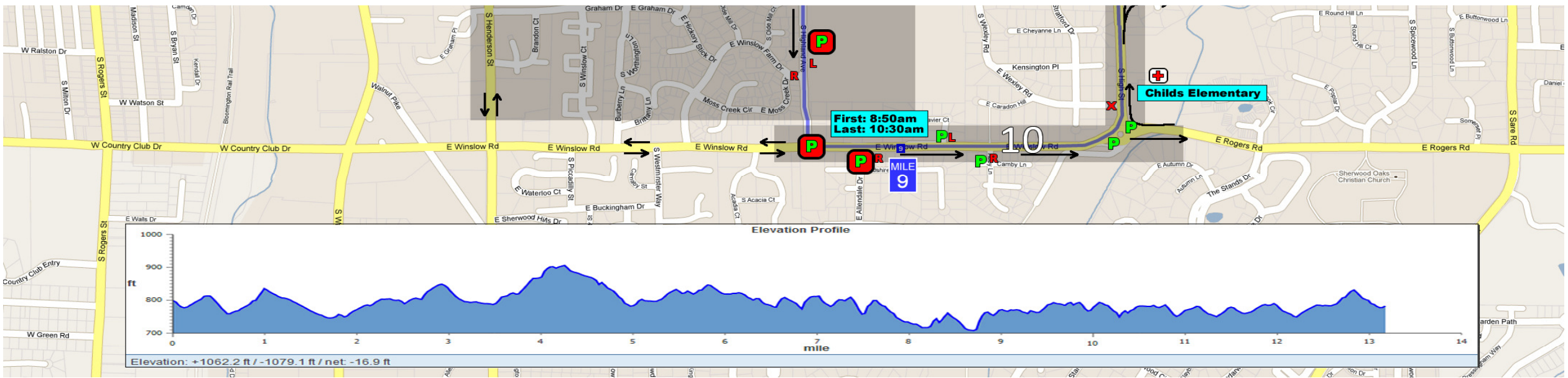
MILE AID  
11

12A

12B

12C





Questions? Contact Bill Bartley at 317.340.7506  
 or bill@intimeco.com

THIS IS DOCUMENT IS INTENDED TO PROVIDE THE PUBLIC GENERAL TRAFFIC INFORMATION				
DOUBLE DUTY - VOLUNTEER	VOLUNTEERS			
AID STATION	VOLUNTEERS and EMS			
BUS ROUTE CROSSING SPECIAL ATTENTION	IUPD			
	Bruce Wilds Security			
	EMS			
Street Intersection	Volunteer or Staff	Time (reflects window of traffic interruption, except water stations)	Traffic Information	Runner Times First/Last
Section 1				



<b>17th at Walnut Grove St</b> this location will enforce closure of 17th street Westbound traffic. The goal is to keep access in and out of parking lots via Gate 2 AND Walnut Grove open while keeping the start/finish area secure. A patrol car should block traffic to the finish chute. For 2014 we may have a Coke Truck also blocking as part of a sponsor promotion.	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 2 Entrance	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	open from westbound 17th	7:45 a.m. - 11:30 a.m.
START/FINISH LINE HALF MARATHON & 5K	Indiana Running Company	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
FINISH LINE - DeVault Alumni Center	IU Health ALS Team - OPTION A	7:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Forrest Ave at 17th Street	Barricade/Road Closed	5:00 a.m. - 3:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Forrest Ave at 16th	Barricade/Road Closed	5:00 a.m. - 3:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 4 Entrance	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
Woodlawn at 16th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
<b>17th Street at N Fess Ave</b> this location is responsible for keeping traffic from going Eastbound on 17th starting at 5:00 am. 17th should be closed from Fess to Gate 2 / Walnut Grove beginning at 5:00 am and will re-open when the finish chute is clear at 1:00pm	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 5 Entrance	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 5 Entrance	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street (approx)	Mile Marker			
N Fess Ave at 17th Street (approx)	Mile Marker			

<b>Section 2</b>				
<b>This short section of 17th from Dunn to Walnut will be closed to traffic in both directions from about 7:45am (15 minutes prior to the race start) until the last participant clears the Walnut and 17th street intersect which should be no later than 8:30am.</b>			limited - follow traffic control officer	
17th St. and Dunn	IUPD	7:45 a.m. - 11:30 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:20 a.m.
17th at Athletics Parking GATE 6 Entrance	IUPD	7:45 a.m. - 11:30 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:20 a.m.
17th St. and Dunnhill Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Woodington Courts Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Scholar's Rock Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Grant	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Lincoln	Bruce Wilds Security	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Washington	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
<b>Section 3</b>				
<b>Walnut and 17th St.</b>	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:35 a.m.
<b>Walnut and 17th St.</b>	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:35 a.m.
<b>This location will block Eastbound traffic to 17th street at Walnut and manage single lane traffic on Walnut due to the right-hand lane closure for the race. The closure of Eastbound 17th should begin no later than 7:45am and should re-open as soon as all participants are clear at about 8:30am.</b>				
<b>Walnut Avenue from 4th street to 17th street</b>			lane restriction - RIGHT lane closed	

Walnut street will have right lane closure starting at 4th street leaving the left two lanes open to 10th street where the right lane closure continues leaving only one lane open to 17th street. Cones and signs will be in place no later than 6:00am and will be removed immediately after all participants are clear by 8:45am.			lane restriction - RIGHT lane closed	
Walnut and 16th St.	Volunteer	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 15th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 14th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 12th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 11th St. (Businesses)	Volunteer	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 11th St. (Apartment Entrance/Exit)	Volunteer	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut just past 11th St. (south)	Mile Marker			
Walnut and Cottage Grove	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 10th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 10th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 9th Street - begin lane closed	<b>DIRECTIONAL SIGNS</b>		lane restriction - RIGHT lane closed	
<b>NOTE: See diagram.</b> Beginning at Walnut and 9th street the center lane of Walnut will be closed to allow for Walnut narrowing from 3 lanes to 2 lanes at 10th street. Position a type III barrier in the center lane of Walnut at 9th street and place cones from the right side of the center lane angling to the left side of the center lane just in front of the TYPE III BARRIER designating a LANE ENDS MERGE LEFT. Cones continue to separate the separate lane for race participants all the way to 17th street.			lane restriction - RIGHT lane closed	
Walnut and 9th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 8th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 7th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 6th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
<b>Section 4</b>				
Kirkwood and Walnut	Bruce Wilds Security	7:55 a.m. - 8:50 a.m.	lane restriction - RIGHT lane closed	8:06 a.m. - 8:40 a.m.

<p><b>Kirkwood from Walnut to Indiana - CLOSED</b>  For the duration of time (etimated 8:00am to 8:45am) that runners and walkers are on this portion of the course Kirkwood is closed to motor traffic. Volunteers may allow motor traffic to cross Kirkwood as long as it in no way poses any danger to a race participant.</p>			Kirkwood CLOSED	
			lane restriction - RIGHT lane closed	
<p><b>Walnut and 4th Street - begin lane closed</b></p>	<p><b>DIRECTIONAL SIGNS</b></p>		lane restriction - RIGHT lane closed	
<p><b>NOTE: See diagram.</b>  The city of Bloomington provides a fuel powered flashing arrow indicating traffic should merge LEFT because the right lane is closed. This traffic control arrow will be stored just to the side of Walnut at 4th street. Position the ARROW in the right lane with the arrow pointing left when facing North. Place a type III barrier just in front of the ARROW and place cones ahead of the barrier and ARROW flasher angling from the curb to the lane dividing line designating a LANE ENDS MERGE LEFT. It is at this location that the traffic cones will create a separate lane for runners. From this point all the way to 17th street the right lane will be the race course lane and it will be closed to motor traffic. NOTE: There is another lane shift at 10th street with a type III barrier only.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>		lane restriction - RIGHT lane closed	
<p><b>Kirkwood and Washington St.</b></p>	<p>Bruce Wilds Security</p>	7:55 a.m. - 8:50 a.m.	closed	8:06 a.m. - 8:40 a.m.
<p>Kirkwood and Lincoln St.</p>	<p>Volunteer</p>	7:55 a.m. - 8:50 a.m.	closed	8:06 a.m. - 8:40 a.m.
<p>Kirkwood and Grant St.</p>	<p>Bruce Wilds Security</p>	7:55 a.m. - 8:50 a.m.	closed	8:06 a.m. - 8:40 a.m.
<p>Kirkwood and Dunn St.</p>	<p>Bruce Wilds Security</p>	7:55 a.m. - 8:50 a.m.	closed	8:06 a.m. - 8:40 a.m.
<p>Kirkwood and Dunn St.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	7:55 a.m. - 8:50 a.m.		8:06 a.m. - 8:40 a.m.
<p>Kirkwood and Dunn St.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	7:55 a.m. - 8:50 a.m.		8:06 a.m. - 8:40 a.m.
<p>Kirkwood and Dunn St.</p>	<p>Volunteer</p>	7:55 a.m. - 8:50 a.m.	closed	8:06 a.m. - 8:40 a.m.
<p>Kirkwood before the intersection at Indiana Ave.</p>	<p>Volunteer</p>	7:55 a.m. - 8:50 a.m.	closed	8:06 a.m. - 8:40 a.m.
<p>Kirkwood before the intersection at Indiana Ave.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	7:55 a.m. - 8:50 a.m.		8:06 a.m. - 8:40 a.m.
<p>Kirkwood before the intersection at Indiana Ave.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	7:55 a.m. - 8:50 a.m.		8:06 a.m. - 8:40 a.m.
<p><b>Kirkwood and Indiana Ave.</b></p>	<p>IUPD</p>	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:20 a.m.

The field of participants will be splitting at the intersection of Kirkwood at Indiana. The Half Marathon runners will go straight off of Kirkwood through Sample Gates and the 5K runners and walkers will turn left and proceed North on Indiana back to the finish. Within 20 minutes or less of the last walkers clearing this intersection the Half Marathon leader and escort vehicle will be approaching from South Indiana Avenue heading for the finish on 17th street				
Sample Gates/Kirkwood and Indiana Ave.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:20 a.m.
Sample Gates/Kirkwood and Indiana Ave.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:20 a.m.
Sample Gates/Kirkwood and Indiana Ave.	IU Health EMS - OPTION E (MR10)	8:00 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
<b>Section 5</b>				
Student Building/Clock Tower	Volunteer	7:55 a.m. - 8:55 a.m.		8:07 a.m. - 8:45 a.m.
Sun Dial/Circle Drive	Volunteer	7:55 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
Indiana MEMORIAL UNION	Mile Marker		closed	
<b>Mile 2 AID Station - Water and Powerade - at green awning Indiana Memeorial Union Southside entrance</b>				
	Water Station Volunteer Leader	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
University Rd. (in front of Chemistry)	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
University Rd. (Ballantine entrance)	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
Forrest Ave. 7th St. and University Rd.	IUPD	8:00 a.m. - 9:05 a.m.	limited - follow traffic control officer	8:10 a.m. - 8:55 a.m.
University Rd. and Art Museum	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
University Rd. and Arboretum Entrance	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
Arboretum and Fee (Old Ticket Booth)	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
<b>Section 6</b>				



<b>10th and Fee</b>	IUPD	8:00 a.m. - 9:05 a.m.	limited - follow traffic control officer	8:12 a.m. - 8:55 a.m.
<b>FEE LANE CLOSED SOUTHBOUND FROM 17th TO 10th. At 10th and Fee the runners will cross 10th going North and stay in the (Southbound) left lane all the way to 17th street which will be separated by cones from Law lane all the way to 17th Street.THE TRAFFIC CONTROL PLAN IS FOR NORTHBOUND TRAFFIC ON FEE FROM LAW LANE ALL THE WAY UP TO 17th STREET TO REMAIN OPEN IN CASE OF EMERGENCY.</b>			Southbound FEE closed	
Fee Lane Business Garage Entrance	Volunteer	8:00 a.m. - 9:05 a.m.	Southbound FEE closed	8:12 a.m. - 8:55 a.m.
Fee Lane & Law Lane	IUPD	8:00 a.m. - 9:05 a.m.	Southbound FEE closed	8:12 a.m. - 8:55 a.m.
Fee Lane and 13th St.	IUPD	8:00 a.m. - 9:05 a.m.	Southbound FEE closed	8:12 a.m. - 8:55 a.m.
Fee Lane (McNutt Driveway)	Volunteer	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
Jordan between McNutt and Briscoe approx)	Mile Marker		Southbound FEE closed	
Fee Lane and University Rd. (Sembower Field)	Volunteer	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Briscoe Driveway)	Volunteer	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Fee Lane at 17th</b>	IUPD	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Unlike prior years this intersection only needs to be partially closed as the runners proceed North on Fee towards the Jordan extension. SEE DIAGRAM: Runners will be transitioning from the Southbound lane of Fee (South of 17th) to the Northbound lane of Fee at 17th street. RUNNERS SHOULD TRANSITION TO THE RIGHT HAND (NORTHBOUND) LANE AT 17th STREET ALL THE WAY TO THE JORDAN EXTENSION. Cones will separate Fee from 17th to the Jordan extension.</b>			Northbound FEE closed	
17th closed at Walnut Grove - Gate 2 OPEN	Bruce Wilds Security		limited - follow traffic control officer	
17th at Fee	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 14/Southside of Field house)	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 13/North side of Field house)	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 12/North side of Field house)	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Fee Lane and N. Jordan Ext.</b>	IUPD	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Southbound Fee Lane will remain open from the 46 bypass to 17th street. From the Fee Lane and 17th street intersection runners will occupy the right hand lane all the way to the Jordan Extension. North/West bound traffic will remain open on the Jordan extension.</b>			Northbound FEE closed	

<b>Section 7A</b>				
N. Jordan and Circle Drive	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Pi Kappa Phi)	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Sigma Alpha Mu)	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan and Balfour Ct.	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Chi Omega) - 1414 N Jordan	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
Bus stop in front of Kappa Sigma 1411 N. Jordan	Mile Marker			
<b>Mile 4 AID Station - Water and Powerade Located at bus stop in front of Kappa Sigma 1411 N. Jordan</b>	Water Station Volunteer Leader	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Phi Kappa Sigma)	Volunteer	8:10 a.m. - 9:30 a.m.	Eastbound Jordan Ext. closed	8:22 a.m. - 9:18 a.m.
<b>N. Jordan and 17th St. (from Ext.)</b>	IUPD	8:10 a.m. - 9:30 a.m.	limited - follow traffic control officer	8:22 a.m. - 9:18 a.m.

<p>17th street will be CLOSED between N. Jordan and the Jordan extension for the duration of time it takes all race participants to clear the intersection (estimated to be 8:20am to 9:20am). Westbound traffic from the 46 bypass must turn right (North/West) on the Jordan extension. Westbound traffic on 17th street coming from the direction of Fee lane must turn right (South) on Jordan. At 17th street (SEE DIAGRAM) the runners stay in the right hand lane then cross 17th heading South on Jordan in the left-hand (NORTHBOUND) lane all the way to 2nd Street. Jordan will have safety cones separating the lanes. THE TRAFFIC CONTROL PLAN IS FOR SOUTHBOUND TRAFFIC ON JORDAN TO REMAIN OPEN. IUPD IS IN CONTROL OF THE INTERSECTION AND MAY AT THEIR DESCRETION ALLOW THROUGH TRAFFIC ON 17TH IF THERE IS NO DANGER TO RACE PARTICIPANTS.</p>			limited - follow traffic control officer	
<p><b>N. Jordan and 17th St. (from 17th)</b></p>	<p>IUPD</p>	<p>8:10 a.m. - 9:30 a.m.</p>	<p>limited - follow traffic control officer</p>	<p>8:22 a.m. - 9:18 a.m.</p>

<p><b>17th street will be CLOSED between N. Jordan and the Jordan extension for the duration of time it takes all race participants to clear the intersection (estimated to be 8:20am to 9:20am). Westbound traffic from the 46 bypass must turn right (North/West) on the Jordan extension. Westbound traffic on 17th street coming from the direction of Fee lane must turn right (South) on Jordan. At 17th street (SEE DIAGRAM) the runners stay in the right hand lane then cross 17th heading South on Jordan in the left-hand (NORTHBOUND) lane all the way to 2nd Street. Jordan will have safety cones separating the lanes. THE TRAFFIC CONTROL PLAN IS FOR SOUTHBOUND TRAFFIC ON JORDAN TO REMAIN OPEN. IUPD IS IN CONTROL OF THE INTERSECTION AND MAY AT THEIR DESCRETION ALLOW THROUGH TRAFFIC ON 17TH IF THERE IS NO DANGER TO RACE PARTICIPANTS.</b></p>				
N. Jordan and Lingelbach (Phi Kappa Psi)	Volunteer	8:10 a.m. - 9:30 a.m.	Northbound Jordan is closed	8:22 a.m. - 9:18 a.m.
N. Jordan (Zeta Tau Alpha)	Volunteer	8:10 a.m. - 9:30 a.m.	Northbound Jordan is closed	8:22 a.m. - 9:18 a.m.
N. Jordan (Sigma Phi Epsilon)	Volunteer	8:10 a.m. - 9:30 a.m.	Northbound Jordan is closed	8:22 a.m. - 9:18 a.m.
N. Jordan and Law Lane	IUPD	8:10 a.m. - 9:35 a.m.	limited - follow traffic control officer	8:22 a.m. - 9:25 a.m.
N. Jordan and 10th St.	IUPD	8:10 a.m. - 9:35 a.m.	limited - follow traffic control officer	8:22 a.m. - 9:25 a.m.
<b>Section 7B</b>				
N. Jordan (Wright Quad Driveway)	Volunteer	8:15 a.m. - 9:40 a.m.	Northbound Jordan is closed	8:24 a.m. - 9:26 a.m.
N. Jordan and Wells Library Entrance	Volunteer	8:15 a.m. - 9:40 a.m.	Northbound Jordan is closed	8:24 a.m. - 9:26 a.m.
N. Jordan and 7th St.	IUPD	8:15 a.m. - 9:40 a.m.	limited - follow traffic control officer	8:24 a.m. - 9:26 a.m.
N. Jordan and MAC Roundabout (approx)	Mile Marker			
N. Jordan and MAC Roundabout	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
N. Jordan and MAC Roundabout (DG House)	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
N. Jordan and University Rd. (MAC and JSOM)	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
N. Jordan and 4th St. (Read)	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
Third St. and Jordan Ave.	IUPD	8:15 a.m. - 9:45 a.m.	limited - follow traffic control officer	8:28 a.m. - 9:35 a.m.
Jordan Ave. and Atwater	IUPD	8:15 a.m. - 9:45 a.m.	limited - follow traffic control officer	8:28 a.m. - 9:35 a.m.
<b>Jordan Ave. and Atwater</b>			limited - follow traffic control officer	





AID Station - Water and Powerade	Volunteer	7:15 a.m. - 9:55 a.m.	Eastbound 2nd street closed	8:30 a.m. - 9:45 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 9:55 a.m.	Eastbound 2nd street closed	8:30 a.m. - 9:45 a.m.
AID Station - Binford Elementary	IU Health EMS - OPTION C - ALS	8:20 a.m. - 9:55 a.m.	Eastbound 2nd street closed	8:30 a.m. - 9:45 a.m.
2nd St. and Woodcrest	Bruce Wilds Security	8:20 a.m. - 9:55 a.m.	limited - follow traffic control officer	8:30 a.m. - 9:45 a.m.
<b>Section 9A - Bruce Wilds</b>				
Woodcrest (Turn 1)	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound Woodcrest is closed	8:34 a.m. - 10:00 a.m.
Woodcrest (Turn 2)	Volunteer	8:25 a.m. - 10:10 a.m.	Southbound Woodcrest is closed	8:34 a.m. - 10:00 a.m.
<b>Woodcrest prior to the first corner start cones</b>	Volunteer	8:25 a.m. - 10:10 a.m.	Southbound Woodcrest is closed	8:34 a.m. - 10:00 a.m.
<b>From this location to the intersection of Woodscrest and Woodbine separate the lanes with safety cones. Since Woodscrest remains open to Northbound traffic and this area is a blind hill TAKE PRECAUTIONS.</b>			Southbound Woodcrest is closed	
Woodcrest and Woodbine	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Woodbine and Windemere	Volunteer	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Windemere Woods Complex entrance	SIGNS			
Woodbine/Covenanter/Rechter	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Rechter and COVENANTER COURT entrance	SIGNS			
Rechter and Winfield	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Rechter just before Winfield intersection (approx)	Mile Marker			
Winfield and Valley Forge	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Winfield and Fair Oaks	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Winfield and Pickwick	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Winfield/Moores Pike/Renwick Roundabout	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	limited - follow traffic control officer	8:39 a.m. - 10:15 a.m.
Winfield /Moores Pike/Renwick Roundabout	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	limited - follow traffic control officer	8:39 a.m. - 10:15 a.m.
Renwick and Cathcart St.	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Renwick and Ramsey	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Renwick and Seminary Dr.	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Renwick/Queens Way/Hawksmoore Dr.	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
<b>Section 9B</b>				
Hawksmoore Dr. and Nora Hill	Volunteer	8:30 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
Hawksmoore Dr./Rock Creek/Melville Circle	Volunteer	8:30 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
Hawksmoore Dr./Rock Creek/Melville Circle (approx)	Mile Marker			
<b>Mile 8 AID Station - Water and Powerade</b>	Water Station Volunteer Leader	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.

AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Bellhaven	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Fairmount Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Mountclair Ave.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Woodbluff Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Childs Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
<b>Section 10</b>				
High St. at Wimbleton Lane	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
Rock Creek and High St.	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
High St. (Childs School)	Volunteer	8:35 a.m. - 10:45 a.m.	Southbound is closed	8:45 a.m. - 10:35 a.m.
<b>High Street at Childs Elementary</b>	<b>IU Health BLS Team - OPTION B</b>	8:35 a.m. - 10:45 a.m.		8:45 a.m. - 10:35 a.m.
<b>High street and Rockcreek - Leaving Rock Creek and turning onto High Street begin lane separation with traffic cones on High Street that will continue to and thru the High Street/Winslow Roundabout. SEE DIAGRAM</b>		8:35 a.m. - 10:45 a.m.		8:45 a.m. - 10:35 a.m.
High St. and Wexley	Volunteer	8:35 a.m. - 10:45 a.m.	Southbound is closed	8:45 a.m. - 10:35 a.m.
<b>High street and Winslow Roundabout - continue High street lane separation thru the roundabout making a lane for runners (right hand side) to proceed on Winslow and leaving the center lane of the roundabout open. On Winslow exiting the roundabout begin lane separation with traffic cones up the hill to and through the corner onto Highland. SEE DIAGRAM</b>			limited - follow traffic control officer	
High St./Winslow/Rogers Roundabout	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
High St./Winslow/Rogers Roundabout	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
Winslow and Abby Lane	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.

Winslow and Xavier Court	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.
On Winslow just after Xavier Ct and before Allendale (approx)	Mile Marker			
Winslow and Allendale	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.
Winslow and Highland	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
<b>At Winslow and Highland intersection - Leaving Winslow and turning onto Highland continue lane separation with traffic cones on Highland that will continue to the Highland and Azalea intersection. Make sure to leave openings to enter the Winslow Park parking lot and all YMCA entrances. SEE DIAGRAM</b>		8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
Winslow and Highland	Volunteer	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.
<b>Section 11</b>				
Highland and Winslow Farm	Volunteer	8:40 a.m. - 10:55 a.m.	Northbound traffic is closed	8:50 a.m. - 10:45 a.m.
Highland and Winslow Park (Parking Lot)	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
Highland and YMCA Upper Parking lot	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
Highland and YMCA Main Entrance	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
YMCA Gymnastics Facility	Volunteer	8:40 a.m. - 10:55 a.m.	Northbound traffic is closed	8:50 a.m. - 10:45 a.m.
Highland and Azalea	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
Azalea and Chris Lane	Volunteer	8:40 a.m. - 11:10 a.m.	Northbound traffic is closed	8:53 a.m. - 11:00 a.m.
Azalea and Keri Marie Lane	Volunteer	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
On Azalea after Keri Lane and before Summerwood Ct (approx)	Mile Marker			
<b>Mile 10 AID Station - Water and Powerade - Between Erin Ct. and Summerwood Ct. on the North side of the street where the posts are in the ground for the Summitview Place dead-end.</b>	Water Station Volunteer Leader	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
<b>Mile 10 AID Station</b>	<b>IU Health EMS - OPTION C - ALS</b>	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Azalea and Summerwood Ct.	Volunteer	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Azalea and Wylie Farm Road	Bruce Wilds Security	8:40 a.m. - 11:10 a.m.	limited - follow traffic control officer	8:53 a.m. - 11:00 a.m.

<b>At Azalea and Wylie Farm Road intersection - After leaving Azalea and turning onto Wylie Farm Rd begin lane separation with traffic cones on Wylie Farm Rd that will continue to and through the intersection of Wylie Farm Rd and Henderson. SEE DIAGRAM</b>		8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Wylie Farm Rd. and Bayberry Dr.	Volunteer	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Wylie Farm Rd./Henderson/South Dr.	Bruce Wilds Security	8:40 a.m. - 11:10 a.m.	limited - follow traffic control officer	8:53 a.m. - 11:00 a.m.
<b>HENDERSON FROM WYLIE FARM/SOUTH DRIVE INTERSECTION - traffic cones should continue lane separation from Wylie Farm Road all the way to ATWATER at which point the course is one way and closed to motor traffic.</b>				
Henderson St. and North Dr.	Bruce Wilds Security	8:40 a.m. - 11:10 a.m.	limited - follow traffic control officer	8:53 a.m. - 11:00 a.m.
<b>Section 12A</b>				
Henderson St. and Summit View Apts.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Miller Dr.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Moody	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Thornton	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Black Lumber	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Melrose Apts.	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Southern Ave.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
On Henderson between Southern and Hillside (approx)	Mile Marker			
Henderson St. and Hillside Dr.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Hillside Dr.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Brenda Lane	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Driscoll St.	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Grimes	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Grimes	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
<b>Section 12B</b>				
Henderson St. and Davis	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. Bryan Park (Parking Lot)	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Allen	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Dixie (Bryan Park) Pkg Lot	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Dodds	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Maxwell	Bruce Wilds Security	8:50 a.m. - 11:25 a.m.	limited - follow traffic control officer	9:01 a.m. - 11:15 a.m.
Henderson St. and Wylie	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.

Henderson St. and 1st St.	Bruce Wilds Security	8:50 a.m. - 11:25 a.m.	limited - follow traffic control officer	9:01 a.m. - 11:15 a.m.
<b>Section 12C</b>				
Alley between 1st street and University St.	Volunteer	8:50 a.m. - 11:35 a.m.	Northbound lane is closed	9:02 a.m. - 11:25 a.m.
Henderson St. and University St.	Bruce Wilds Security	8:50 a.m. - 11:35 a.m.	limited - follow traffic control officer	9:02 a.m. - 11:25 a.m.
Henderson St. and 2nd St.	Bruce Wilds Security	8:50 a.m. - 11:35 a.m.	limited - follow traffic control officer	9:02 a.m. - 11:25 a.m.
Henderson St. and Hunter Ave.	Volunteer	8:50 a.m. - 11:35 a.m.	Northbound lane is closed	9:02 a.m. - 11:25 a.m.
Henderson St. and Smith Ave.	Volunteer	8:50 a.m. - 11:35 a.m.	Northbound lane is closed	9:02 a.m. - 11:25 a.m.
Henderson St./Atwater Ave./Indiana Ave.	Bruce Wilds Security	8:50 a.m. - 11:35 a.m.	limited - follow traffic control officer	9:02 a.m. - 11:25 a.m.
<b>Section 13A</b>				
On Henderson at 3rd street (approx)	Mile Marker			
Indiana Ave. and 3rd St.	IUPD	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
Indiana Ave. and 4th St.	Volunteer	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
Indiana Ave. and Alley next to Starbucks	Volunteer	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
<b>Section 13B</b>				
Indiana Ave. and Kirkwood	IUPD	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Sample Gates/Kirkwood and Indiana Ave.	IU Health EMS - OPTION E (MR10)	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Von Lee Parking Lot	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 6th St.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
<b>Mile 2(5K) and 12 AID Station - Water and Powerade</b>	Water Station Volunteer Leader	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.



Indiana Ave. and 7th St.	IUPD	7:50 a.m. - 11:40 a.m.	limited - follow traffic control officer	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 7th St. (approx)	Mile Marker			
Indiana Ave. and Parking lot Alley	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 8th St.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 9th St.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 10th St.	IUPD	7:50 a.m. - 11:40 a.m.	limited - follow traffic control officer	8:06 a.m. - 11:30 a.m.
<b>INDIANA AVE. FROM 10TH STREET TO 15TH - traffic cones should separate the runner lane all the way from 10th street to 15th street.</b>			Northbound lane is closed	
Indiana Ave. and Hillcrest Apartments lot	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Cottage Grove	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 11th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Alley	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 12th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 12th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 13th St.	IUPD	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 14th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Alley	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 15th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	<b>DIRECTIONAL ARROW SIGNS</b>	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	<b>DIRECTIONAL ARROW SIGNS</b>	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
IUCU Drive Through (5K Route)	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Exit (5K Route)	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
17th and Indiana Ave. blocking 17th	IUPD	7:50 a.m. - 11:40 a.m.	limited - follow traffic control officer	8:06 a.m. - 11:30 a.m.



## Board of Public Works Staff Report

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**Project/Event:** Hoosiers Outrun Cancer

**Petitioner/Representative:** INTIMECO Productions/Bill Bartley

**Staff Representative:** Sean Starowitz

**Meeting Date:** March 5, 2019

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The 20th Hoosiers Outrun Cancer is scheduled for Saturday, September 28, 2019 and is a benefit for the IU Health Olcott Center and Bloomington Hospital Foundation. Most of the route is on the Indiana University campus in the area of Memorial Stadium, but there are some City streets utilized. Petitioners also request a noise waiver for live music and race announcements. The race/walk starts at 10 am and concludes at 11:30 am. Memorial Stadium is the staging area and the activities take place on the stadium's west side where the events start and finish.

Organizers expect at least 5,000 participants in 2019. IUPD handles the traffic control for the event. BPD has approved of this route, and there is no need for an additional Parade Permit.

**Staff recommends approval of the request.**

**BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 18**

**INTIMECO PRODUCTION FOR HOOSIERS OTRUN CANCER 5K RUN**

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

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

WHEREAS, INTIMECO Production for Hoosiers Outrun Cancer has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Bloomington Hospital Foundation INTIMECO Production for Hoosiers Outrun Cancer between the hours of 9:00 am and 11:30 am, on Saturday, September 28, 2019: E. 17<sup>th</sup> Street, N. Indiana Avenue, E. 13<sup>th</sup> Street, E. Cottage Grove, E. 11<sup>th</sup> Street, N. Walnut Grove, N. Fee Lane, E. Law, N. Jordan, N. Dunn Street and N. Woodlawn Avenue.
3. The street closures outlined above are for the purposes of allowing INTIMECO Production for Hoosiers Outrun Cancer to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 28, 2019.
4. INTIMECO Production for Hoosiers Outrun Cancer shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. INTIMECO shall obtain, and place at INTIMECO's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. INTIMECO Production for Hoosiers Outrun Cancer agrees to close the streets not before 9 am on Saturday, September 28, 2019 and to remove barricades and signage by 11:30 am on Saturday, September 28, 2019.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 11:30 am on Saturday, September 28, 2019.

RESOLUTION 2019-18

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

ADOPTED THIS 5<sup>th</sup> DAY OF MARCH, 2019.

**BOARD OF PUBLIC WORKS:**

**INTIMECO PRODUCTION FOR HOOSIERS OTRUN CANCER**

\_\_\_\_\_  
Kyla Cox Deckard - President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth – Vice President

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

\_\_\_\_\_  
Dana Palazzo – Secretary

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

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

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

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development





# SPECIAL EVENT APPLICATION

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

**812-349-3410**

**Department of Public Works**

## 1. Applicant Information

Contact Name:	Bill Bartley		
Contact Phone:	317-340-7506	Mobile Phone:	317-340-7506
Title/Position:	Race Director		
Organization:	INTIMECO Production for Hoosiers Outrun Cancer		
Address:	211 Pamela Parkway		
City, State, Zip:	Brownsburg, IN 46112		
Contact E-Mail Address:	bill@intimeco.com		
Organization E-Mail and URL:	www.hoosiersoutruncancer.org		
Org Phone No:	317-340-7506	Fax No:	None

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

Organization Name:	Bloomington Health Foundation – Lauren Dexter		
Address:	320 West 8th Street, Suite #116		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	ldexter@bloomhf.org		
Phone Number:	812-353-5873	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	September 28, 2019	
Time of Event:	Date: 9/28/19 Start: 10:00am    Date: 9/28/19 End: 11:30am	
Setup/Teardown time Needed	Date: 9/28/19 Start: 9:00am    Date: 9/28/19 End: 11:30am	
Calendar Day of Week:	Saturday	
Description of Event:	Hoosiers Outrun Cancer 5K Run/Walk	
Expected Number of Participants:	5000	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:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>• Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	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***

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

**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		





CITY OF BLOOMINGTON

# 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](mailto: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:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

## Applicant Information

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

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, 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](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

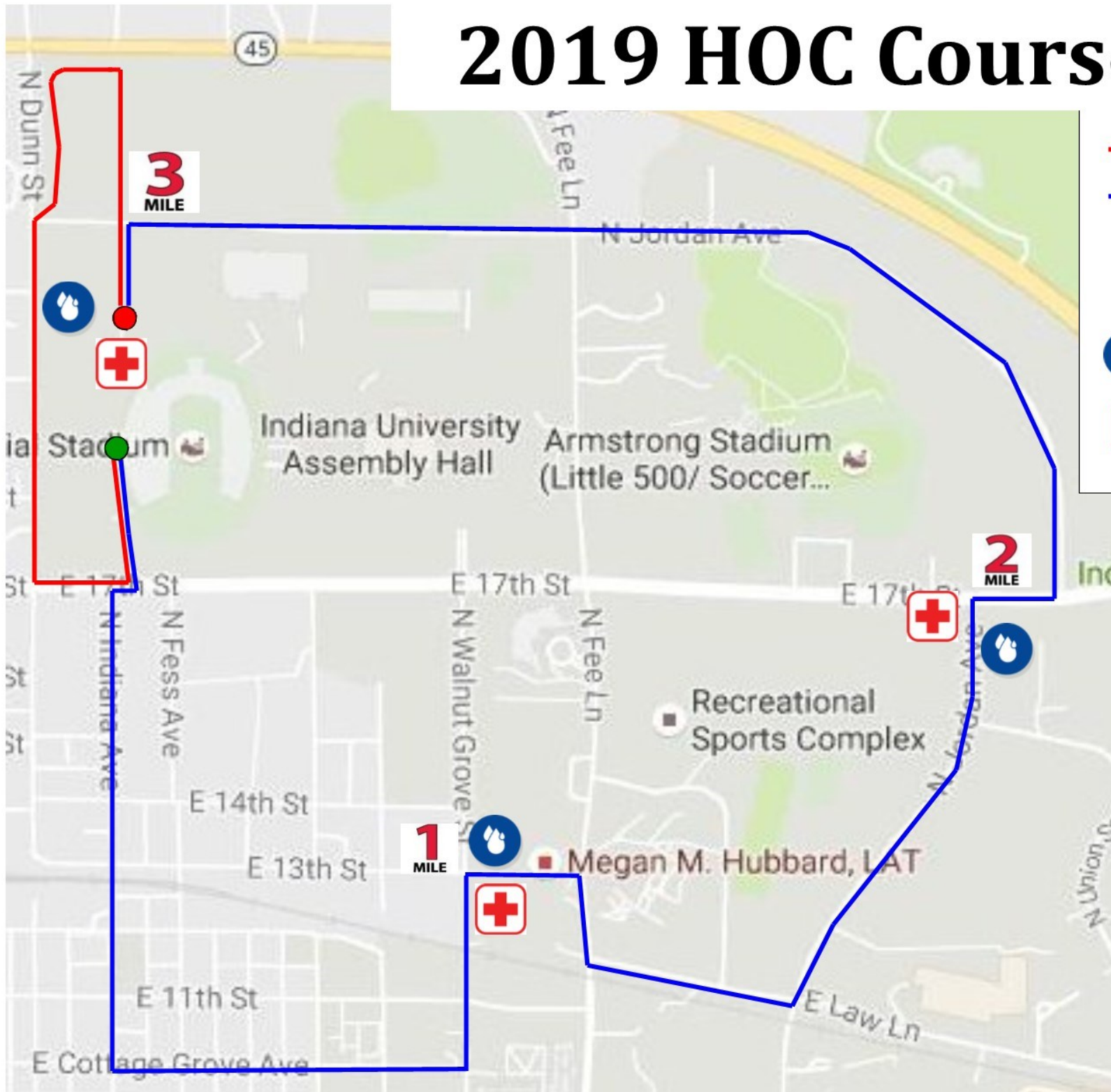
BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:

## Contact Information- Other

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

# 2019 HOC Course MAP



-  1 Mile course
-  5K course
-  Start
-  Finish
-  Water Station
-  First AID



**The HOC 5K course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations**

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
<b>Street and Intersection</b>	
START LINE - White lot go South to Gate 6th at 17th street	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
START LINE - following cyclist (Sweeper)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn)	Directional Volunteers
17th street and N. Indiana Avenue intersection - go South (left turn)	Traffic Control officers - IUPD
18th street and N. Indiana Avenue intersection - go South (left turn)	Directional Volunteers
N. Indiana Ave and E. 13th Street intersection - continue South	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn) #1 - monitor fire station	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn) #2 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at 11th street intersection - continue North - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Southside - continue North - #1 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Southside- continue North - #2 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Northside - continue North - #3 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Northside - continue North - #4 - monitor fire station	Directional Volunteers
N Woodlawn Ave. at E. 13th Street intersection - go East (right turn) - monitor fire station	Traffic Control officers - IUPD
N Woodlawn Ave. at E. 13th Street intersection - go East (right turn) - monitor fire station	Directional Volunteers
Water station 1 - E. 13th Street just past N. Woodlawn Ave. intersection	Water / AID STATION
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Traffic Control officers - IUPD
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Directional Volunteers
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Traffic Control officers - IUPD
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Directional Volunteers
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Traffic Control officers - IUPD
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Directional Volunteers
Water station 2 - N. Jordan Ave. just past E. Lingelbach Lane intersection - Right hand side of street	Water / AID STATION

cont'

The HOC 5K course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
<b>Street and Intersection</b>	
N. Jordan Ave. at E. 17th Street intersection - go East (right turn)	Traffic Control officers - IUPD
E. 17th Street at N. Jordan Ave. (extension) intersection - go North (left turn) - ALLOW NO MOTOR TRAFFIC ONTO JORDAN EXT.	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at about Alpha Omicron Pi (1415 N. Jordan) and Delta Zeta (1423 N. Jordan) to slow exiting motorist	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at about TKE (1640 N. Jordan) to slow exiting motorist	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #1	Directional Volunteers
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #2	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #1	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #2	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #1	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #2	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION

**The HOC 1 Mile course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations**

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
<b>Street and Intersection</b>	
<b>Purple lot at Gate 9 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT</b>	<b>closed from 9:50am to 10:50</b>
<b>IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Purple LOT is full or 9:50 whichever comes first</b>	Traffic Control officers - IUPD
<b>Purple lot at Gate 10 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT</b>	<b>closed from 9:50am to 10:50</b>
<b>IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Purple LOT is full or 9:50 whichever comes first</b>	Traffic Control officers - IUPD
<b>Purple lot at Gate 11 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT</b>	<b>closed from 9:50am to 10:50</b>
<b>IUPD will provide traffic control starting at 8:00am and CLOSE this gate at no later than 9:50am</b>	Traffic Control officers - IUPD
<b>Dunn Street will be closed to ALL motor traffic from 9:55am until all 1 Mile participants have entered the Purple lot at Gate 9</b>	<b>closed from 9:55a to 10:25a</b>
	Traffic Control officers - IUPD
START LINE - White lot go South to BUS Parking on southside of the stadium	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - BLOCKING Westbound 17th street traffic	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
17th street and Dunn Street intersection - BLOCKING Northbound Dunn and Eastbound 17th	Traffic Control officers - IUPD
<b>at the discretion of IUPD a portion of Dunn Street may be open at 17th to allow motor traffic into and out of the convenience store</b>	
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
Dunn Street/Convenience store parking lot entrance/exit - Dunn Street is CLOSED - NO Northbound motor traffic	Directional Volunteers
Dunn Street/Apartment parking lot entrance/exit - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/18th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/19th street intersection - GATE 8 is closed - Dunn Street is CLOSED to all motor traffic	Traffic Control officers - IUPD
Dunn Street/19th street intersection - GATE 8 is closed - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/20th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Varsity Lane intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Apartment parking lot entrance/exit - Dunn Street is CLOSED to all motor traffic	Directional Volunteers

continued

The HOC 1 Mile course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
<b>Street and Intersection</b>	
17th street and GATE 9 intersection - turn East into the PURPLE lot - BLOCKING Southbound Dunn Street	Traffic Control officers - IUPD
<b>There is already an officer at this location to direct earlier traffic and secure GATE 9 - can be the same unit if desired</b>	
17th street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
17th street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Follow the perimeter road through the BEND to the NORTHWEST corner of the PURPLE lot - continue North (go straight)	Directional Volunteers
Continue on the perimeter road to the NORTHWEST corner of the PURPLE lot - turn East on the perimeter road - (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
In the PURPLE lot at the Jordan/Woodlawn intersection - closed to Jordan Westbound thru traffic 9:50am-10:50am	Directional Volunteers
In the PURPLE lot at the Jordan/Woodlawn intersection - closed to Jordan Westbound thru traffic 9:50am-10:50am	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION



## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in right of way

**Petitioner/Representative:** Christina Happel  
JHC Rolling Chicken, LLC, dba Joella's Hot Chicken

**Staff Representative:** Laurel Waters

**Meeting Date:** March 5, 2019

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Christina Happel of JHC Rolling Chicken, LLC, dba Joella's Hot Chicken, has applied for a Mobile Vendor License to operate a food truck. Any applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling hot chicken.

This application is for one year beginning on March 6, 2019, and ending on March 5, 2020.

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Staff is supportive of the request.

**Recommend**  **Approval**  **Denial** by Laurel Waters



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-19**

**Mobile Vendor in Public Right of Way  
JHC Rolling Chicken, LLC, dba Joella's Hot Chicken**

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, JHC Rolling Chicken, LLC, dba Joella's Hot Chicken (“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, 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;

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 6, 2019, and ending on March 5, 2020.

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

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

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

**RESOLUTION 2019-19**

- 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 5<sup>th</sup> DAY OF MARCH, 2019.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-19** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Representative of  
JHC Rolling Chicken, LLC dba  
Joella's Hot Chicken

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



CITY OF BLOOMINGTON

# MOBILE VENDOR LICENSE APPLICATION

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

## 1. License Length and Fee Application

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

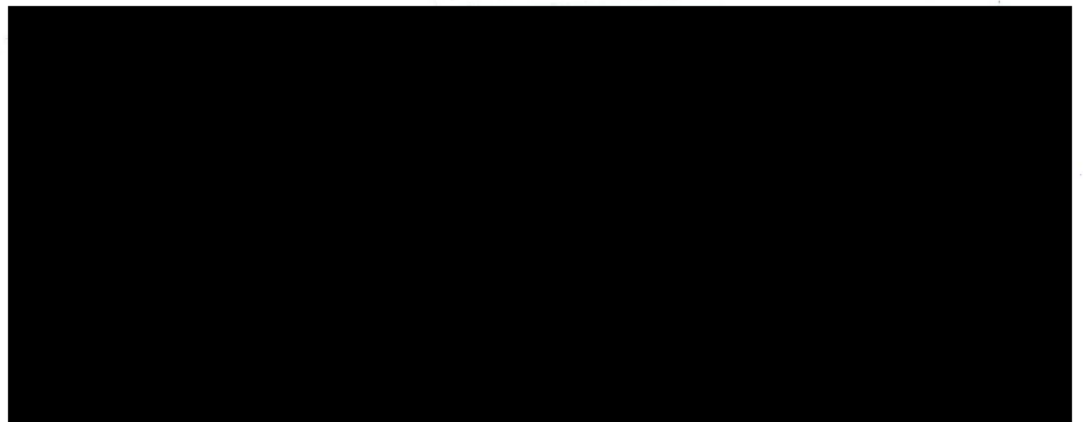
## 2. Applicant Information

Name:	JHC Rolling Chicken, LLC d.b.a. Joella's Hot Chicken		
Title/Position:	Business Owner		
Date of Birth:	Date of Formation - 5/23/2018		
Address:	2000 High Wickham Pl, Ste 300		
City, State, Zip:	Louisville, KY 40245		
E-Mail Address:	permits@schultehospitality.com		
Phone Number:	502-489-3737	Mobile Phone:	N/A

## 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:	Christina Happel		
Address:	3414 Lancaster Drive		
City, State, Zip:	New Albany, In 47150		
E-Mail Address:	christina.happel@schulterg.com		
Phone Number:	502-489-3737	Mobile Phone:	502-492-1953



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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle <u>(Ky)</u>
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required) <u>N/A</u>
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler ✓

**For City Of Bloomington Use Only**

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

#### 4. Company Information

Name of Employer:	Business Owner - JHC Rolling Chicken, LLC; Employer - SRG Management Co., LLC				
Address of Employer:	2000 High Wickham Pl, Ste 300				
City, State, Zip:	Louisville, KY 40245				
Employment Start Date:	January 2019	End Date (If known):	N/A		
Phone Number:	502-489-3737				
Website / Email:	permits@schultehospitality.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

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

Name	Address
Susan Schulte, Sole Member	11103 Huntley Pl, Louisville, KY 40243

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

Date of incorporation or organization:	5/23/2018
State of incorporation or organization:	KY
(If Not Indiana) Date qualified to transact business in state of Indiana:	12/06/2018



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

See Attached Documents	
Planned hours of operation:	10am-6PM Days in town will vary
Place or places where you will conduct business (If private property, attach written permission from property owner):	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

A. PLACE THE NEW STICKER DIRECTLY ON THE CORNER OF THE LICENSE PLATE.

B. Make sure the area where the new sticker is to be placed is clean and dry.

C. Peel the new sticker from the backing and place on license plate.

D. Press the sticker onto the plate to make sure it is firmly affixed.

1. You must have this certificate in order to renew the registration of this vehicle before the expiration date.

**THERE IS NO GRACE PERIOD ON ANY DECAL EXPIRATION DATE.**

A. Passenger cars and motorcycles are on a year-round registration system and may be renewed two months before the expiration date of this vehicle.

B. For commercial vehicles registered under KRS 186.050(3) through (14), the certificate will be valid through March 31.

C. Trailer registration will also be valid through March 31.

D. Motorboats expire April 30 of each year.

2. This certificate (or a copy) must be carried in this vehicle (except motorcycle) at all times and be available for inspection by any peace officer.

3. Making a false statement in any part of this application will subject the party to a fine of not less than \$20.00 nor more than \$100.00 as set out in KRS 186.990(1)



### COMMONWEALTH OF KENTUCKY CERTIFICATE OF REGISTRATION



PLATE NUMBER  
08 834565 AF

CONTROL NO.  
**18-5-01-72467**

DECAL NO.  
834565

REGISTRATION TYPE  
FIRST TIME (NEW)

ODOMETER  
358

EXPIRES  
03-31-19

PREV. PLATE NO.

PREV. DECAL NO.

SPECIAL REGISTR. LIMITED LOCATION  
REGULAR REGIS.

REGIST WT  
18,000

VEHICLE TYPE  
TRUCK

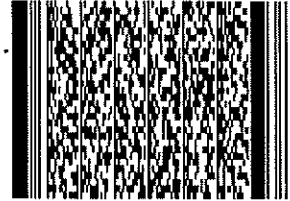
VEHICLE IDENTIFICATION  
1F65F5KY4J0A17148

VEH. YR.	B-STYLE	MAKE	MODEL	COLOR	TITLE NO.
18	TK	FORD	F59	BLK	182760561220

**NOT VALID  
FOR  
TRANSFER  
OF  
OWNERSHIP**

OWNER(S) NAME(S) ADDRESS  
JHC ROLLING CHICKEN LLC  
2000 HIGH WICKHAM PL  
LOUISVILLE/#300 KY 40245

000ST108 PROVI  
DED



\_\_\_\_\_  
SIGNATURE

DATE OF ISSUE CLERK I.D.  
10-03-18 SD

LESSEE/EMPLOYEE

COUNTY CLERK: BOBBIE HOLSCLAW  
COUNTY OF ISSUANCE: JEFFERSON CO.



USAGE TAX	TAXABLE VALUE	149,405
	6% TAX	
	TAX CREDIT	8,964.30
REG FEE	STATE FEE	28.50
	CLERK FEE	6.00
TITLE FEE	STATE FEE	3.00
	CLERK FEE	6.00
AD VALOREM TAX	ASSESSED VALUE	
	CURR. YR. TAX	
	PREV. YRS. TAX	

PAID 43.50

LVEJ100U 10/03/18 15:49:17

Does your vehicle have an open recall?  
Some issues covered by recalls pertain to serious safety risks, and all are fixed for free. Check your vehicle at:  
[www.CheckToProtect.org](http://www.CheckToProtect.org)

**COMMONWEALTH OF KENTUCKY PROOF OF INSURANCE**

COMPANY# 10178  
COMPANY NAME AND ADDRESS  
FCCI Insurance Company  
6300 University Parkway  
Sarasota FL 34240-2424

Schulte Restaurant Group, LLC  
2000 High Wickham Place  
Louisville KY 40245

NAMED INSURED & ADDRESS:

POLICY #: CA10001985900 TYPE OF POLICY  PL  X  CL  
EFFECTIVE DATE: 11/20/2018 EXPIRATION DATE: 11/20/2019  
YEAR: 2018 MAKE/MODEL: FORD F59  
VEHICLE ID # (VIN): 1F65F5KY4J0A17148  
AGENCY/COMPANY: The Underwriters Group, Inc.  
ISSUING CARD: The Underwriters Group, Inc.  
AGCY/CO PHONE #: 502-244-1343  
SEE IMPORTANT NOTICE ON REVERSE SIDE

**INSTRUCTIONS TO POLICYHOLDER**

Two proof of insurance cards are provided herewith. Present one copy to the County Clerk when renewing your motor vehicle registration. The other copy shall be carried in the identified motor vehicle at all times as evidence of insurance, and shall be shown to a peace officer upon request. Note: if Vehicle Identification is designated "Fleet", keep the other copy with your insurance records.

Important: Compare the Vehicle Identification Number (VIN) shown on the Proof of Insurance card and on the motor vehicle registration with the VIN on the motor vehicle. They should match. If the number shown on the Proof of Insurance card is incorrect, contact your insurance company representative at the phone number shown on the front of this card to have the number corrected. If the number shown on the registration is incorrect, contact the County Clerk to have the number corrected.



Happel, Christina Nichol

SS# XXX-XX-5128

D.O.B 10/16/1982

Report Contents

- [Motor Vehicle Records Search](#)

JOELLAS ST MATTHEWS

Order #37717218

Requested by:  
Kevin Schaub on 01/14/2019

Viewed/Printed on:  
01/14/2019 at 11:52 am

Report Disclosure

Pursuant to California Civil Code 1786.29, please note that this report does not guarantee the accuracy or truthfulness of the information as to the subject of the report, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. ADP shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures as provided in Section 1786.26.

Motor Vehicle Records Search

ADP's Motor Vehicle Records returns information received in connection with a search of state Department of Motor Vehicle (DMV) records.

Driving record information for a minimum of 7 years

Information from: Indiana Bureau of Motor Vehicle

Item completed for client on 01/14/2019

Clear

Happel, Christina Nichol  
 3414 Lancaster Drive  
 New Albany, IN 47150-2266

Driver description: Gender: F, Height: 506, Weight: 130, Eyes: Green, Hair: Brown  
 SS#: Not provided Date of birth: 10/16/1982

License number: XXXXXXXX441

Description: OPERATOR  
 Type: PERSONAL  
 Class type: Not provided  
 Class: OPERATOR  
 Status: VALID  
 Current point level: 0

Issue date: 09/13/2016  
 Expiration date: 10/16/2022  
 Original issue date: Not provided

State and Miscellaneous Information

Restriction: CORRECTIVE LENSES

Remarks:

- PREVIOUS ADDRESS: 09/28/2018 3414 LANCASTER DR NEW ALBANY IN 47150-2266
- PREVIOUS ADDRESS: 04/17/2018 3414 LANCASTER DR NEW ALBANY IN 47150-2266
- PREVIOUS ADDRESS: 09/13/2016 4811 ASHBURY DR NEW ALBANY IN 47150-6582
- PREVIOUS ADDRESS: 03/19/2016 3226 SLATE CREEK CT APT 11 NEW ALBANY IN 47150-7261



Happel, Christina Nichol

SS# XXX-XX-5128

D.O.B 10/16/1982

REINSTATEMENT FEE: \$0.00  
NO INSURANCE FEE: \$0.00

**Driver History**

No accidents, suspensions or violations found.

**Driver's Privacy Protection Act Notice**

Your acceptance and use of this report constitutes your certification that you are in full compliance with the Driver's Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and all applicable state and federal laws. Your obligations under the Driver's Privacy Protection Act include but are not limited to, using the information in this report for permissible purposes only, obtaining the written consent of the individual to whom the information pertains, and if the information is redisclosed for a permissible purpose, keeping a record for a period of 5 years of each person or entity that received the information and the permitted purpose for which the information will be used. Such records must be made available to the motor vehicle department upon request.

**Fair Credit Reporting Act Notice for End Users**

An end-user's acceptance and use of this report constitutes their certification that they are in full compliance with the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq., as amended) and all applicable state and federal laws, including but not limited to state and federal equal employment opportunity laws. Prior to requesting or using this report, clients must have signed a Statement of Terms and Conditions certifying that users are familiar with, will abide by and will use the report in compliance with all applicable laws, including but not limited to, the Fair Credit Reporting Act. Although reasonable procedures are followed to assure accuracy, ADP Screening and Selection Services does not guarantee the accuracy or completeness of the information provided in this report as ADP Screening and Selection Services is not the source of the information. Final verification of an individual's identity and proper use of the report is the user's responsibility.

**Report Contents**

- Motor Vehicle Records Search

**JOELLAS ST MATTHEWS**

Order #37717218

Requested by:  
Kevin Schaub on 01/14/2019

Viewed/Printed on:  
01/14/2019 at 11:52 am





Rosenblatt, Bruce Ira

SS# XXX-XX-6057

D.O.B 05/18/1971

Report Contents

- Motor Vehicle Records Search

**Report Disclosure**

Pursuant to California Civil Code 1786.29, please note that this report does not guarantee the accuracy or truthfulness of the information as to the subject of the report, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. ADP shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures as provided in Section 1786.26.

**Motor Vehicle Records Search**

ADP's Motor Vehicle Records returns information received in connection with a search of state Department of Motor Vehicle (DMV) records.

Driving record information for a minimum of 3 years

Information from: Kentucky Division of Vehicle Licensing

Item completed for client on 09/17/2018

**▲ Record**

Rosenblatt, Bruce I  
 706 Thorpe Drive  
 Louisville, KY 40243-1935

Driver description: Gender: M, Height: 507, Weight: 200

SS#: Not provided

Date of birth: 05/18/1971

License number: XXXXXX386

Description: M - MOTORCYCLE

Type: MOTORCYCLE

Class type: Not provided

Class: M

Status: VALID

Current point level: Not provided

Issue date: 12/01/2015

Expiration date: 06/18/2019

Original issue date: Not provided

Description: D - OPERATOR

Type: PERSONAL

Class type: Not provided

Class: D

Status: VALID

Current point level: Not provided

Issue date: 12/01/2015

Expiration date: 06/18/2019

Original issue date: Not provided

**State and Miscellaneous Information**

Remarks:

ADDRESS CHANGED ON 12/01/2015

SCHULTE HOSPITALITY GROUP

Order #37112575

Requested by: Kevin Schaub on 09/17/2018

Viewed/Printed on: 09/18/2018 at 12:33 pm

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Bureau of Consumer Financial Protection 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box # 11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>

## **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

You have a right to place a 'security freeze' on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.



Rosenblatt, Bruce Ira

SS# XXX-XX-6057

D.O.B 05/18/1971

DUPLICATE LICENSE ISSUED 12/01/2015

Driver History

SPEEDING 16-25 MPH OVER LIMIT

Court agency:
Court case#:
Code: S93
ACD code: S93
State code: SP2
State:
Location: HENRY
Fine:
Posted speed:
Commercial vehicle: N
Additional information:

Violation date: 03/01/2017
Conviction date: 03/28/2017
Probation release date:
Reference #: 17T00543A
Severity:
Points: 6
Actual speed:
Hazardous material:

Report Contents

- Motor Vehicle Records Search

Driver's Privacy Protection Act Notice

Your acceptance and use of this report constitutes your certification that you are in full compliance with the Driver's Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and all applicable state and federal laws. Your obligations under the Driver's Privacy Protection Act include but are not limited to, using the information in this report for permissible purposes only, obtaining the written consent of the individual to whom the information pertains, and if the information is redisclosed for a permissible purpose, keeping a record for a period of 5 years of each person or entity that received the information and the permitted purpose for which the information will be used. Such records must be made available to the motor vehicle department upon request.

Fair Credit Reporting Act Notice for End Users

An end-user's acceptance and use of this report constitutes their certification that they are in full compliance with the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq., as amended) and all applicable state and federal laws, including but not limited to state and federal equal employment opportunity laws. Prior to requesting or using this report, clients must have signed a Statement of Terms and Conditions certifying that users are familiar with, will abide by and will use the report in compliance with all applicable laws, including but not limited to, the Fair Credit Reporting Act. Although reasonable procedures are followed to assure accuracy, ADP Screening and Selection Services does not guarantee the accuracy or completeness of the information provided in this report as ADP Screening and Selection Services is not the source of the information. Final verification of an individual's identity and proper use of the report is the user's responsibility.

SCHULTE HOSPITALITY GROUP

Order #37112575

Requested by: Kevin Schaub on 09/17/2018

Viewed/Printed on: 09/18/2018 at 12:33 pm

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Big O Tires  
 INSPECTOR'S NAME DE JAMES INSPECTOR'S PHONE # (502) 245-9126  
 DATE OF INSPECTION 1/10/2019  
 TAXICAB COMPANY N/A  
 VEHICLE YEAR 2018 MAKE FORD MODEL F59  
 VIN 1F65F5K74JDA17148

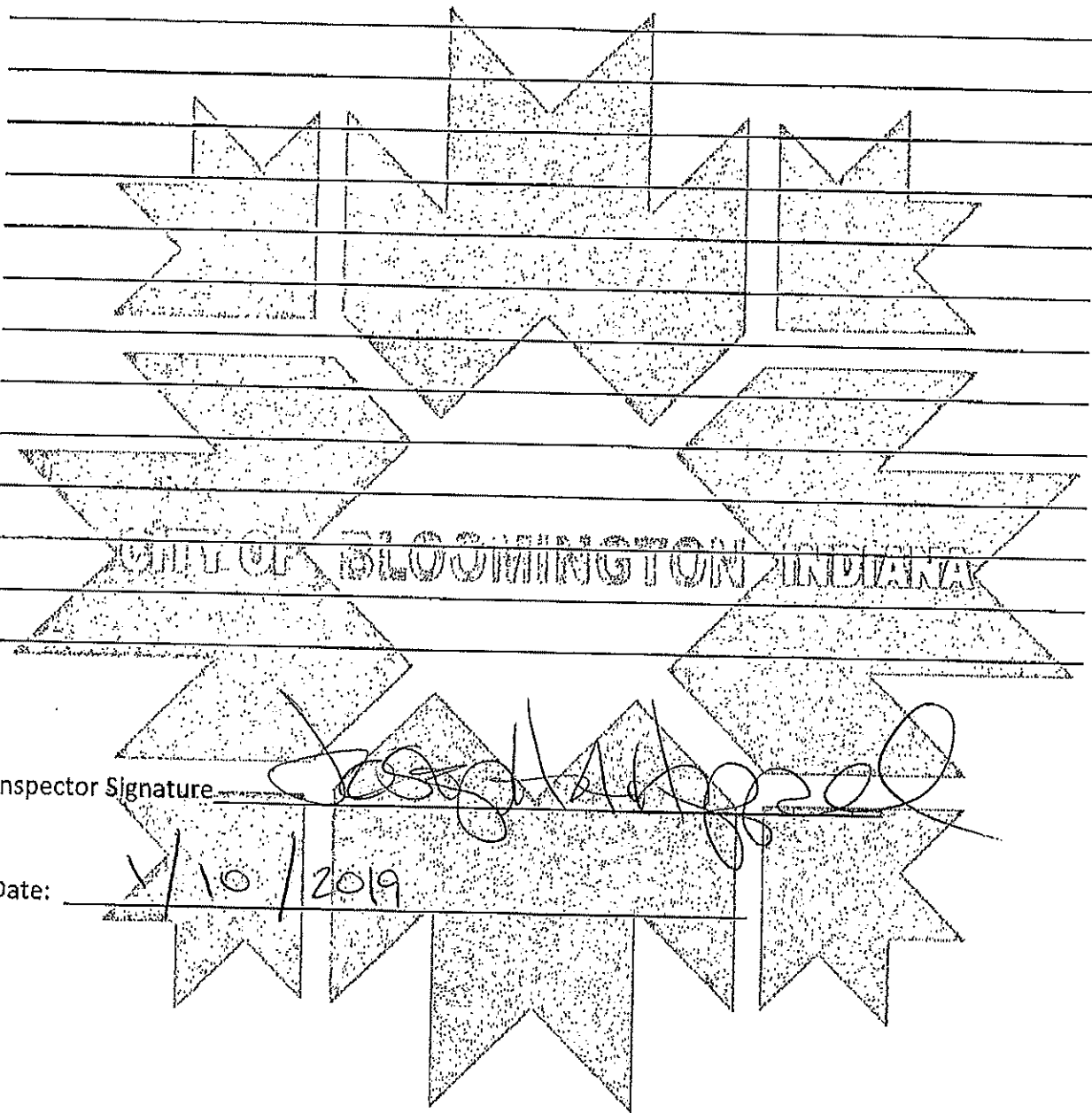
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	X		NEW
FLASHERS	X		NEW
REFLECTORS	X		NEW
HORN	X		NEW
WINDSHIELD WIPERS	X		NEW
MIRRORS	X		NEW
SEATBELTS	X		NEW
BUMPER HEIGHT	X		NEW
ALL WINDOWS	X		NEW
MUFFLER	X		NEW
TIRES	X		NEW
BRAKES	X		NEW
DOORS	X		NEW
GENERAL CONDITION OF VEHICLE	X		NEW

**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 \_\_\_\_\_

*[Handwritten Signature]*

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

1/10/2019

**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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/14/2019

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).

<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343      FAX (A/C, No): 502-244-1411													
	<b>E-MAIL ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FCCI Insurance Company	10178	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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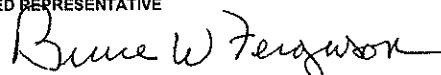
**INSURED**  
 JHC Rolling Chicken, LLC  
 2000 High Wickham Place  
 Suite 300  
 Louisville, KY 40245

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP10003354801	11/20/2018	11/20/2019	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	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA10001985901	11/20/2018	11/20/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			UMB10001986801	11/20/2018	11/20/2019	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Y / N    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)

<b>CERTIFICATE HOLDER</b> City of Bloomington  401 N. Morton St.  Bloomington, IN 47404	<b>CANCELLATION</b>  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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**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.

JHC Rolling Chicken, LLC

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

*Susa Schulte*  
\_\_\_\_\_  
Sole Member

Signature

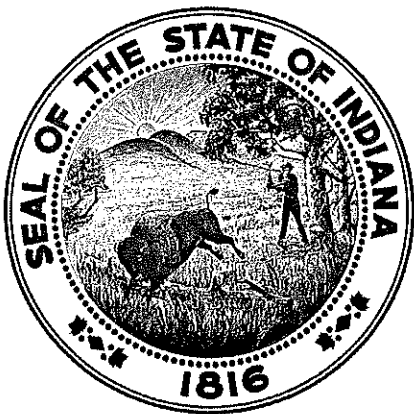
01/14/2019

Date Release Signed

**State of Indiana**  
**Office of the Secretary of State**  
Foreign Registration Statement  
of  
**JHC ROLLING CHICKEN, LLC**

I, CONNIE LAWSON, Secretary of State, hereby certify that an Registration Statement of the above Foreign Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, December 06, 2018.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 06, 2018.

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201812061292434 / 8107575

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

Date of this notice: 05-23-2018

Employer Identification Number:  
83-0644133

Form: SS-4

Number of this notice: CP 575 B

JHC ROLLING CHICKEN LLC  
SUSAN M SCHULTE MBR  
2000 HIGH WICKHAM PL STE 300  
LOUISVILLE, KY 40245

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0644133. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1065

03/15/2019

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

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

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

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





**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: JHC Rolling Chicken, LLC

Signature: Susan Schulte, Sole Member

Date: 01/14/2019

**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 poles, 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: Susan Schulte

Signature:  , Sole Member

Date: 01/14/2019

# 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:** 01/18/2019

**Business Name:** Joellas Hot Chicken Food Truck

**Address:** 3002 E 3RD ST  
TRK 1  
Bloomington, IN 47408

**Phone:** CELL 502-619-0332

**The following permit has been issued:**

**Permit No.** 19-0135

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 01/18/2019

**Effective Date:** 01/18/2019

**Expiration Date:** 01/17/2020

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 Fire for more information.

**Inspector:** Tim Clapp

*Tim Clapp*

**Date** 1/18/2019





Joella's  
HOT CHICKEN

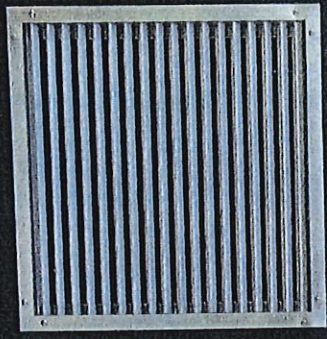
888-307-5077  
JOELLAS.COM



Call

**866-HOT-5511**

SPECIAL EVENTS  
WEDDINGS • PARTIES  
OFFICE MEETINGS

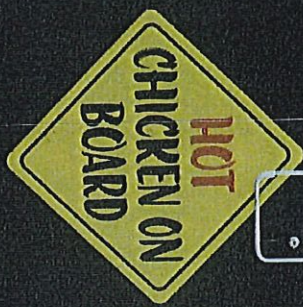


*Joellas*  
HOT CHICKEN



**JOELLAS.COM**

INDIANA  
J960771  
10216-2018





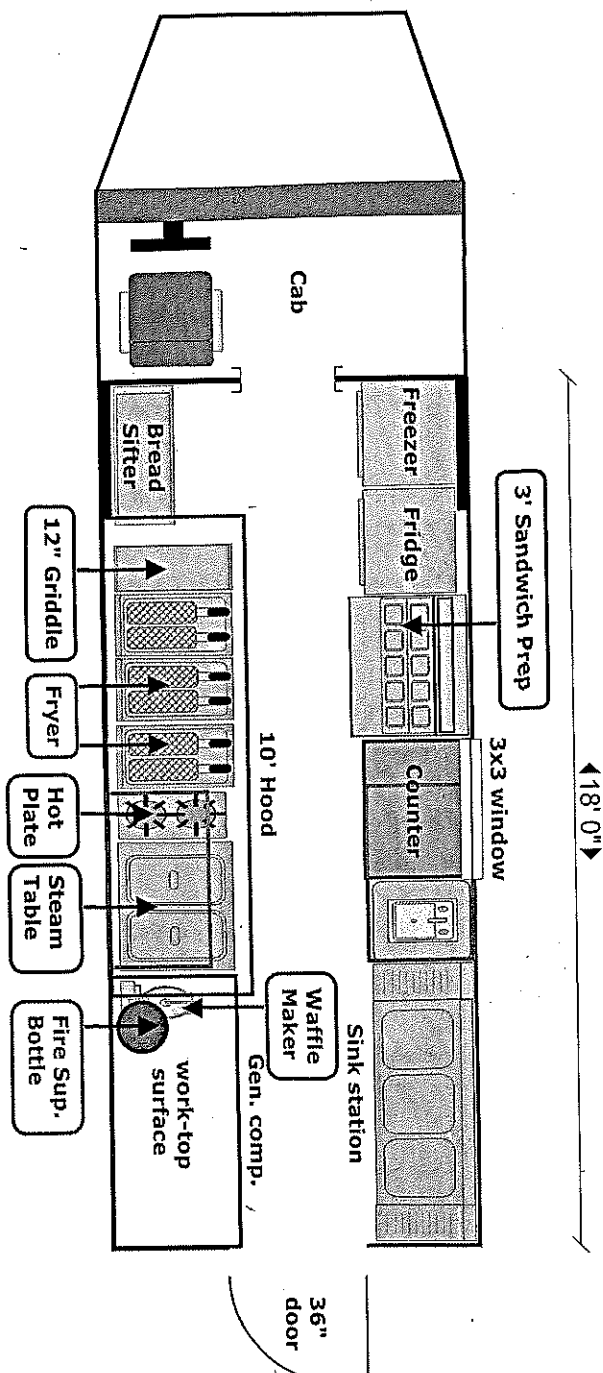


**"THE BIRD THAT BITES BACK!"**



11E 3300  
400





Joella's Hot Chicken Food Truck Equipment Li

Equipment	Make	Model	Qty
Freezer	TRUE	T-19F	1
Fridge	TRUE	T-19F	1
Sandwich Prep Station	Turbo air	MST-28	1
Fryer	Pitco	35	3
12" Griddle	AM Range	AETG-12	1
Hot Plate	AM Range	ARHP12-2	1
Steam Table	Eagle	HT-2	1
Breading Station	Aryking	37	1
Wafflemaker	GoldenW	RTP	1
3 Comp Sink		Stainless	1
Hand Sink			1
Water Heater 6gal	Richmond	6epg	



## Food Truck Menu

JUMBO TENDERS 3 TENDERS&DIPPIN' SAUCE

VEGAN CHICKEN

DIPPIN' SAUCES SPIKED HONEY--HOMEMADE DIPPIN' SAUCES ---JOJO SAUCE, BLUE CHEESE, RANCH,  
HONEY MUSTARD, CHEERWINE BBQ, BAMA WHITE BBQ, PIMENTO RANCHERO

### CLASSIC SIDES

SWEET VINEGAR SLAW

PARM GARLIC FRIES

GREEN BEANS

CREAMY MACAND CHEESE

KALE CRUNCH SALAD

DIXIE CHICKEN Sandwich TENDERS, SLAW, GARLIC AIOLI&PICKLES



# ServSafe® CERTIFICATION

## BRUCE ROSENBLATT

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

16948203

CERTIFICATE NUMBER

5393

EXAM FORM NUMBER

9/24/2018

DATE OF EXAMINATION

9/24/2023

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



# Retail Food Service Establishment

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



JOELLA'S HOT CHICKEN  
JHC MONROE, LLC.  
3002 E. 3<sup>RD</sup> STREET  
BLOOMINGTON, IN 47401

**2019**

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

Issued FEB 12 2019

By Thomas W. Sharpe

**PERMIT EXPIRES FEBRUARY 29, 2020**

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

# Mobile Food Service Establishment

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



JOELLA'S CHICKEN MOBILE UNIT  
JHC ROLLIN' CHICKEN  
3002 E. 3<sup>RD</sup> STREET  
BLOOMINGTON, IN 47401

**2019**

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

Issued FEB 07 2019

By Thomas W. Sharpe

**PERMIT EXPIRES FEBRUARY 29, 2020**

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



## Board of Public Works Staff Report

---

**Project/Event:** Mobile Vendor in right of way

**Petitioner/Representative:** Michael Harding, DTID Wolverine Pizza, LLC dba Domino's Pizza

**Staff Representative:** Laurel Waters

**Meeting Date:** March 5, 2019

---

Michael Harding, owner of DTID Wolverine Pizza, LLC, dba Domino's Pizza, has applied for a Mobile Vendor License to operate a food trailer. Any applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food trailer selling pizza.

This application is for one year beginning on March 6, 2019, and ending on March 5, 2020.

---

Staff is supportive of the request.

**Recommend**  **Approval**  **Denial** by Laurel Waters

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-20**

**Mobile Vendor in Public Right of Way  
DTID Wolverine Pizza, LLC dba Domino's Pizza**

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, DTID Wolverine Pizza, LLC, dba Domino’s Pizza (“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, 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;

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 6, 2019, and ending on March 5, 2020.

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

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

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

**RESOLUTION 2019-20**

- 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 5<sup>th</sup> DAY OF MARCH, 2019.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-20** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Michael Harding, Owner  
DTID Wolverine Pizza, LLC  
dba Domino's Pizza

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





CITY OF BLOOMINGTON

# MOBILE VENDOR LICENSE APPLICATION

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

## 1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year	2019-20
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350	

## 2. Applicant Information

Name:	Michael Harding		
Title/Position:	owner		
Date of Birth:	5/21/77		
Address:	555 W. Sylvan Ln		
City, State, Zip:	B'ton 474104		
E-Mail Address:	Dominosfilidie@hotmail.com		
Phone Number:		Mobile Phone:	812-947-1107

## 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:	

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

Planned hours of operation:		Pizza VARIES
Place or places where you will conduct business (If private property, attach written permission from property owner):		VARIES
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.		Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details		

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

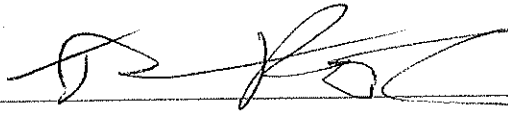
COMPANY PERFORMING INSPECTION Cross Paint & Body Shop Inc.  
INSPECTOR'S NAME Tina Porton INSPECTOR'S PHONE # (812) 876-9188  
DATE OF INSPECTION 2/11/19  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 04 MAKE GMC MODEL TRUCK  
VIN 1G1TJK33204F257068

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

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

Additional Comments by Inspector: \_\_\_\_\_

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Inspector Signature  \_\_\_\_\_

Date: 2/11/19

**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 Rodney Porter ASE certified  
INSPECTOR'S NAME Rodney Porter INSPECTOR'S PHONE # 812-369-3924  
DATE OF INSPECTION 3-27-18  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 98 MAKE HAULMARK MODEL TRAILER  
VIN 16 HGB182XWH048837

	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	✓	_____	<u>Good Condition</u>

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: \_\_\_\_\_  
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Inspector Signature Rodney Porter

Date: 3-27-18

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2019

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

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

<b>PRODUCER</b> The Upton Group LLC 356 Gunter Ave  Guntersville AL 35976		<b>CONTACT NAME:</b> Kristin Hoffmann <b>PHONE (A/C, No, Ext):</b> (800) 251-7407 <b>E-MAIL ADDRESS:</b> Kristin@uptonins.com <b>FAX (A/C, No):</b> (800) 251-7408	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> American Alternative Ins Corp	<b>NAIC #</b> 19720
		<b>INSURER B:</b> Princeton Excess & Surplus Ins Co	10786
		<b>INSURER C:</b> Wesco Insurance Co	25011
		<b>INSURER D:</b> American Southern Home Ins Co	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL192703960

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		1TA2BP0000682-00	01/31/2019	01/31/2020	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Included
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/POP AGG	\$ 4,000,000
OTHER:							Employee Benefits	\$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			1TA3CA0000502-00	01/31/2019	01/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,500,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WWC3402904	03/08/2019	03/08/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Owned Auto			1TA6CA0000021-00	01/31/2019	01/31/2020	Combined Single Limit	1,500,000
							Under/Uninsured CSL	1,500,000
							Comp/Coll Deductible	1,000

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

City of Bloomington is named as additional insured as their interest may appear as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 401 N. Norton Street  Bloomington IN 47407	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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**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.

MICHAEL HARDING

Name, Printed

 DOMINOS  
MOBILE UNIT

Signature

6/25/10  
Date Release Signed

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

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

Vendor:

Name: MICHAEL HARDING - DOMINO'S MOBILE UNIT

Signature: 

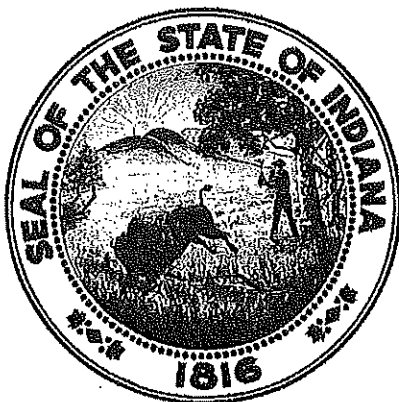
Date: 6-25-18

State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
**DTID WOLVERINE PIZZA, 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 Thursday, August 24, 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, August 24, 2017

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201708241211072 / 7683726

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





REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER  
1800150785751

DOMINOS  
5560 W STATE ROAD 46  
BLOOMINGTON, IN 47404-9651

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

TID: 0161220029  
LOC: 001  
FID: 82-2583907/0  
**ISSUED: 05/21/2018**  
**EXPIRES: 05/31/2020**

000021



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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, 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 (DOR).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be EARLY FILER. Your business application indicated the start date of the business as 05/01/2018. Therefore, your first tax return & payment is due 06/20/2018.

**Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.**

**All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at [www.intax.in.gov](http://www.intax.in.gov). When registering, use your preapproved INtax activation code, 5819DD9D-DD00-0102-E053-0A131840738B.**

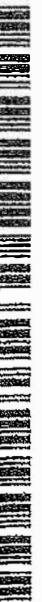
With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in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

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

000030010100





001756

Keep this part for your records.

CP 575 C (Rev. 1-2013)

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

CP 575 C

0509907068

Your Telephone Number ( ) Best Time to Call

DATE OF THIS NOTICE: 08-29-2017  
EMPLOYER IDENTIFICATION NUMBER: 82-2583907  
FORM: SS-4 NOBOD

DTID WOLVERINE PIZZA LLC  
% MICHAEL HARDING SOLE MBR

INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023



**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 poles, 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;

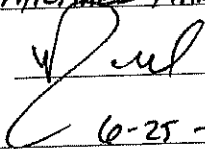
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- 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: MICHAEL HARDINA - DOMINOS MOBILE UNIT

Signature: 

Date: 6-25-18

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:** 04/17/2018

**Business Name:** Dominos Pizza Truck

**Address:**

**Phone:**

The following permit has been issued:

Permit No. 18-0107

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 04/17/2018

**Effective Date:** 04/17/2018

**Expiration Date:** 04/17/2019

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.

  
\_\_\_\_\_  
**Inspector: Tim Clapp**

04/17/2018

**Date**









**REGISTERED RETAIL MERCHANT CERTIFICATE**

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

**CONTROL NUMBER**  
1700147105852

DOMINOS  
527 N WALNUT ST  
BLOOMINGTON, IN 47404-3844

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

TID: 0155383736  
LOC: 002  
FID: 47-5138403/0  
**ISSUED: 12/04/2017**  
**EXPIRES: 12/31/2019**

000301

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

DTID PIZZA INCORPORATED  
7200A WINDSOR DR  
ALLEN TOWN, PA 18106-9318

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear DOMINOS:

Attached is your renewed registered retail merchant certificate. On the certificate, you will find your Taxpayer Identification Number (TID) and Location Number (LOC). Please make a note of these important numbers. They are to be used on exemption certificates and for phone or written communication with the Indiana Department of Revenue.

Please note the expiration date on the certificate. Effective January 2007, all Indiana retail merchant certificates must be renewed every two years with the Indiana Department of Revenue. Merchants in good standing with the Department will automatically receive a renewed certificate. A certificate will not be renewed if the merchant has delinquent Indiana sales and/ or use tax debts.

Should your registered retail merchant certificate expire and later be reinstated, then your business will be required to file all of your sales and withholding taxes electronically thereafter via INtax (IC 6-2.5-6-1).

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

**All Indiana Businesses are Required to File Online**

A new law that went into effect Jan. 1, 2010, requires that all new businesses file via INtax, the state's free online filing program. Although you are not a new business, we strongly encourage you to consider using INtax to file your Indiana sales and withholding taxes.

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 this online tool. 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](http://www.INtax.in.gov) When registering, use your preapproved INtax activation code, 2817678C-8CED-027C-E053-0A13184013AF.

If you have questions about your sales or withholding taxes, please call (317) 233-4015. For registered retail merchant certificate questions, please call (317) 615-2700.

Sincerely,

Robert Gronnes  
Chief Operating Officer

000279030400



# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



DOMINOS MOBILE UNIT  
MICHAEL HARDING  
5560 W. STATE ROAD 46  
BLOOMINGTON, IN 47404

2019

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

Issued FEB 07 2019

By Thomas W. Shapiro

**PERMIT EXPIRES FEBRUARY 29, 2020**

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



## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in right of way

**Petitioner/Representative:** Cory Sampson – The Big Cheeze LLC

**Staff Representative:** Laurel Waters

**Meeting Date:** March 5, 2019

---

Cory Sampson, co-owner of The Big Cheeze LLC, has applied to renew his Mobile Vendor License to operate a food truck. This is Food Truck #1. Any applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling grilled cheese sandwiches, sides, and beverages.

This application is for 1 year beginning on March 21, 2019, and ending on March 20, 2020.

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Staff is supportive of the request.

**Recommend**  **Approval**  **Denial** by Laurel Waters

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-21**

**Mobile Vendor in Public Right of Way  
Certain Enterprises Inc. dba The Big Cheeze LLC (Truck #1)**

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, Certain Enterprises Inc. dba The Big Cheeze (“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, 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 desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 21, 2019, and ending on March 20, 2020.

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

**RESOLUTION 2019-21**

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 5<sup>th</sup> DAY OF MARCH, 2019.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-21** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Cory Sampson  
Certain Enterprises, Inc. dba  
The Big Cheeze LLC

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

Big Cheeze #1



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

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

### 2. Applicant Information

Name:	Cory Sampson		
Title/Position:	Co. Owner		
Date of Birth:	07/25/91		
Address:	703 Clover Dr.		
City, State, Zip:	Ellettsville, IN 47429		
E-Mail Address:	Cory.Sampson@TheBigCheeze.com		
Phone Number:	(317) 908-8300	Mobile Phone:	11

### 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:	The Big Cheeze, LLC				
Address of Employer:	2216 S. Laurelwood Dr.				
City, State, Zip:	Bloomington, IN 47401				
Employment Start Date:	01/01/14	End Date (If known):	n/a		
Phone Number:	<del>317</del> (317) 908-8300				
Website / Email:	TheBigCheeze.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information	
Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.	
Name	Address
Chad Sutor	2216 S. Laurelwood Dr. Bloomington, IN 47401
Cory Sampson	903 clover Dr. Ellettsville, IN 47429

6. Company Incorporation Information (For Corporations and LLCs Only)	
Date of incorporation or organization:	02/06/17
State of incorporation or organization:	Active
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle	X
<input checked="" type="checkbox"/>	Copy of a valid driver's license	X
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license	X
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business	X
<input type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>	X
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.	X
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.	X
<input checked="" type="checkbox"/>	A copy of the Employer ID number	X
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement	X
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement	X
<input type="checkbox"/>	Fire inspection (if required)	
<input checked="" type="checkbox"/>	Picture of truck or trailer	
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler	X

**For City Of Bloomington Use Only**

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





State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2016

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 16	AGE 1	ISSUE DATE 01/21/19	PUR DATE 03/13/18	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE TK128NKN	PL TP GT	WEIGHT 11	PR YR 18	LS N	TYPE TK	PRIOR YR PL TK128NKN
EXPIRATION DATE 01/31/20		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 18	MAKE CHE	MODEL SIL	VEHICLE IDENTIFICATION NUMBER 1G2KVEG1J2213283			TYPE TK	COLOR GRY/	
CURRENT YEAR TAX	EX TAX 407.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 407.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 477.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE <b>TRUCK 11,000 GENERAL TRUCK NEW FORMAT</b>													



HINT  
Legal Address



CERTAIN ENTERPRISES

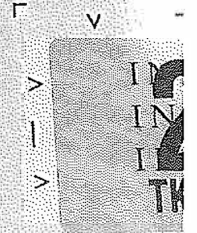


742 214  
0-

CH# 388371 SEQUENCE# 742 214

### INSTRUCTIONS FOR APPLY

1. Verify plate number and decal.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before applying decal.
4. Remove decal by bending along dotted line.
5. Next, lift up corner of decal.
6. Decal is fragile peel decal.
7. Place decal in the upper corner of the plate.
8. Rub or press firmly around decal.



BIG Cheez



# MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps Tire  
INSPECTOR'S NAME Rescoe L. Knight INSPECTOR'S PHONE # 812-336-6302  
DATE OF INSPECTION 1-31-19  
TAXICAB COMPANY The Big Cheeze  
VEHICLE YEAR 2018 MAKE Chevy MODEL Silverado 2500  
VIN 1GCRKUEG1J2213283

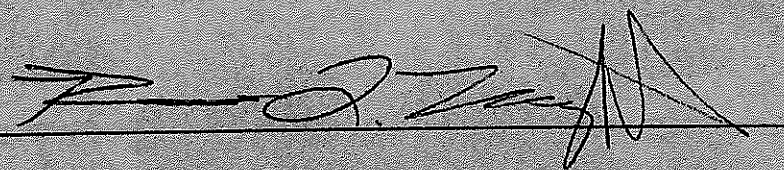
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	_____
BRAKES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

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

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



Additional Comments by Inspector: \_\_\_\_\_  
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Inspector Signature 

Date: 1-31-19

**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 Pomps fine  
INSPECTOR'S NAME John mofield INSPECTOR'S PHONE # 812-336-6302  
DATE OF INSPECTION 1-31-12  
TAXICAB COMPANY Bigcheese #1  
VEHICLE YEAR 2010 MAKE \_\_\_\_\_ MODEL Food trailer  
VIN 15986X168CM982099

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

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

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



Additional Comments by Inspector: \_\_\_\_\_

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\_\_\_\_\_

Inspector Signature 

Date: 1-31-19

**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**

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/20/2019

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).

<b>PRODUCER</b> SHEPHERD INSURANCE LLC - CLIENT CONNECTION 800 S WASHINGTON ST VAN WERT, OH 45891	<b>CONTACT NAME:</b> KENDRA WIEGING <b>PHONE:</b> FAX: (800)736-7026 <b>E-MAIL ADDRESS:</b> kwieging@central-insurance.com <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;">NAIC #</span> INSURER A All America <span style="float: right;">20222</span> INSURER B Central Mutual <span style="float: right;">20230</span> INSURER C INSURER D INSURER E INSURER F
<b>INSURED</b> CERTAIN ENTERPRISES LPDBA THE BIG CHEEZE	

**CERTIFICATE NUMBER** 3473427 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	9893611	10/15/2018	10/15/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	9893612	10/15/2018	10/15/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	9893613	10/15/2018	10/15/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

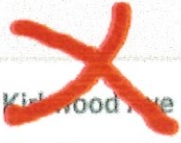
Certificate Holders are additional insured per the attached endorsements.  
 Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

<b>CERTIFICATE HOLDER</b> CITY OF BLOOMINGTON 401 N MORTON ST BLOOMINGTON, IN 47404	<b>CANCELLATION</b> 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 KENDRA WIEGING
--	---

N Grant St



E Kirkwood Ave



S Grant St



E Kirkwood Ave





**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

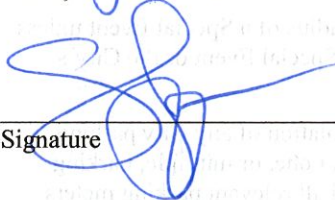
**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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.

Corey Sampson  
Name, Printed

  
Signature

2/11/19  
Date Release Signed


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

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

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

**Vendor:**

Name: Cory Sampson

Signature: 

Date: 2/11/19



**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 poles, 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;

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

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

**Vendor:**

Name: Cory Sampson

Signature: [Handwritten Signature]

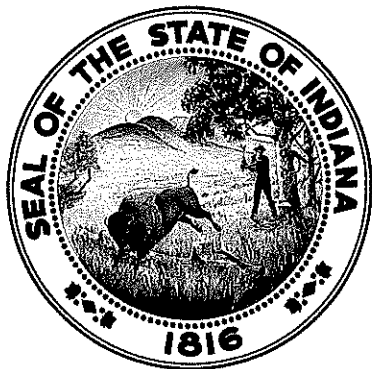
Date: 2/11/19

State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
**THE BIG CHEEZE 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 Monday, February 06, 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, February 06, 2017

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201702061179379 / 7507939

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

**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**02/06/2017 11:33 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 LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **February 6, 2017**

**SIGNATURE**

John Chadwick Sutor

**TITLE**

Member

Business ID : 201702061179379  
Filing No : 7507939

Date of this notice: 09-07-2012

Employer Identification Number:  
46-0928907

Form: SS-4

Number of this notice: CP 575 A

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

CERTAIN ENTERPRISES INC  
BIG CHEEZE  
3637 E BRYN MAWR DR  
BLOOMINGTON, IN 47401

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

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-0928907. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 941	10/31/2012
Form 940	01/31/2013
Form 1120	03/15/2013

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

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

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



**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:** 02/13/2019

**Business Name:** Big Cheeze

**Address:**

TRLR 1  
Bloomington, IN 47402

**Phone:**

**The following permit has been issued:**

**Permit No.** 19-00139

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 02/13/2019

**Effective Date:** 02/13/2019

**Expiration Date:** 02/13/2020

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 Fire for more information.

**Inspector:** Tim Clapp

*Tim Clapp*

**Date** 2/13/2019





**ServSafe**  
National Restaurant Association

# ServSafe® CERTIFICATION

**CORY SAMPSON**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

12356349

CERTIFICATE NUMBER

5045

EXAM FORM NUMBER

5/12/2015

DATE OF EXAMINATION

5/12/2020

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655



Sherman Brown  
SVP, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2)  
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National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.  
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14102901 v.1401

Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL. 60604 or ServSafe@restaurant.org.



ServSafe

# ServSafe<sup>®</sup> CERTIFICATION

DANIEL NOSOFSKY

for successfully completing the standards set forth for the ServSafe<sup>®</sup> Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI—Conference for Food Protection (CFP)).

15836608

CERTIFICATE NUMBER

5284

EXAM FORM NUMBER

11/29/2017

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

11/29/2022

DATE OF EXPIRATION



#0655

*Sharon Brown*  
Sharon Brown  
CFP, National Restaurant Association Solutions



In accordance with Maritime Labour Convention, 2006, Regulation 1.2(2)(b) (M2006.01/2015), Standard A2.2  
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National Restaurant Association Educational Foundation

Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@nraef.com



# Mobile Food Service Establishment

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



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

2019

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

Issued JAN 29 2019

By Thomas W. Sharp

**PERMIT EXPIRES FEBRUARY 29, 2020**

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





## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in Right of Way

**Petitioner/Representative:** Ahmad Naderi, Doner Kebab Inc.

**Staff Representative:** Laurel Waters

**Meeting Date:** March 5, 2019

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Ahmad Naderi owner of Doner Kebab has applied to renew his Mobile Vendor License to operate a food truck. Any applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling gyros.

This application is for one year beginning on March 22, 2019, and ending on March 21, 2020.

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Staff is supportive of the request.

**Recommend**  **Approval**  **Denial** by Laurel Waters

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-22**

**Mobile Vendor in Public Right of Way  
Ahmad Naderi – Doner Kebab Inc.**

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 22, 2019, and ending on March 21, 2020.

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.

**RESOLUTION 2019-22**

- 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 5<sup>th</sup> DAY OF MARCH, 2019.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-22** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Ahmad Naderi  
Doner Kebab Inc.

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



CITY OF BLOOMINGTON

# MOBILE VENDOR LICENSE APPLICATION

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

## 1. License Length and Fee Application

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

## 2. Applicant Information

Name:	Ahmad Naderi		
Title/Position:	Owner		
Date of Birth:	09/10/1970		
Address:	3800 E. McCracken Way Apt. 8		
City, State, Zip:	Bloomington IN 47408		
E-Mail Address:	donerkebi@gmail.com		
Phone Number:	812-219-1956	Mobile Phone:	812-219-1956

## 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:				
Address of Employer:				
City, State, Zip:				
Employment Start Date:		End Date (If known):		
Phone Number:				
Website / Email:				
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

#### 5. Company Officer Information

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

Name	Address

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

Date of incorporation or organization:	March / 29 / 2016
State of incorporation or organization:	
(If Not Indiana) Date qualified to transact business in state of Indiana:	



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

Gyro, Gyro Machine, Fridge, Salad Bar, Food Warmer Hood,	
Planned hours of operation:	11:00 AM - 10:00 PM
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood AVE Bloomington IN
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

- 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

2018 expires March

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
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Slate 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
5	33	01/17/19	08/28/15	MONROE	D	2018	XKF242	SP		17	N	SP	XKF242
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR	
08/21/19		BLOOMINGTON			1985	GMC	VAL	1GTHP32M0F3506516			VA	WHI	
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE		TOTAL			
	12.00	0.00	0.00	12.00	25.00	0.00	21.35	15.00		88.35			
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE		TOTAL			
	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 PASSENGER													

Legal Address

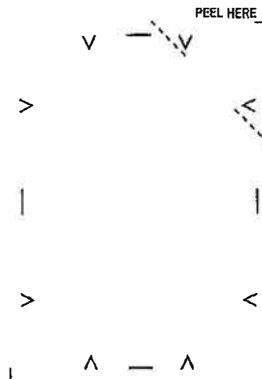


AHMAD N NADERI



## 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.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meinette CarCare  
INSPECTOR'S NAME ES Trumpold INSPECTOR'S PHONE # 812-339-7855  
DATE OF INSPECTION 1-4-19  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 85 MAKE GMC MODEL P 3500  
VIN 1G1THP32M0F3506516

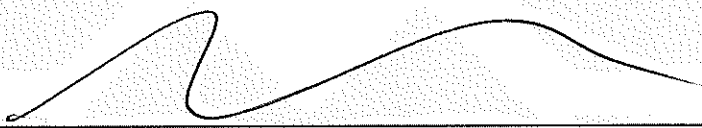
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
HORN	<input checked="" type="checkbox"/>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

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

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

Additional Comments by Inspector: \_\_\_\_\_

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Inspector Signature 

Date: 1-4-19





AUTO | HOME | LIFE

**Evidence of Insurance  
Motor Carrier Coverage**

**(Item #1) Named Insured:**

NADERI, AHMAD NA  
WEED

**Agent**

HAZEN INSURANCE AGENCY LLC  
(812) 334-1413  
13-D743-51

<b>Policy Number: 13-1-C-9383969-5</b>	<b>Effective Date: 08/27/2018, 12:01 AM Central Time</b> <b>Expiration Date: 02/27/2019, 12:01 AM Central Time</b>
--	---

(Item #3)	Vehicle Year	Make/Model	Vehicle ID
	1985	GMC G3500	IGTHP32M0F3506516

(Item #2) Coverages	Coverage Symbol	Limit/Deductible	Endorsement Number	Premium
Single Liability Limit	67	\$1,000,000 Limit		\$343.00
Indiana Underinsured Motorists Coverage	67	\$500,000 Per Person	CA 31 16 12 15	\$21.00
Split Uninsured Motorists Coverage Limits	67	\$500,000 Per Accident	CA 21 07 12 93	
Indiana Underinsured Motorists Coverage	67	\$500,000 Per Person	CA 31 16 12 15	\$17.00
Split Bodily Injury Underinsured Motorists Coverage Limits	67	\$500,000 Per Accident	CA 21 51 10 13	
Auto Medical Payments Coverage	67	\$2,000 Per Person	CA 99 03 10 13	\$14.00
Indiana Uninsured Motorists Coverage	67	\$25,000 Limit	CA 21 44 12 15	\$3.00

**Discounts (Reflected In Premiums)** PREMIUM \$398.00

Other Endorsements Attached To This Policy	Endorsement Number
Waiver of Transfer of Rights of Recovery Against Others to Us	CA 04 44 10 13
Designated Insured For Covered Autos Liability Coverage	CA 20 48 10 13
Designated Insured For Covered Autos Liability Coverage	CA 20 48 10 13
Amendatory Endorsement	A-672.3-A
Indiana Changes	CA 01 19 10 13
Indiana Changes - Pollution Exclusion	CA 04 33 10 13
Public or Livery Passenger Conveyance Exclusion	CA 23 44 11 16
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Indiana Changes - Workers' Compensation Exclusions	IL 01 17 12 10
Indiana Changes - Concealment, Misrepresentation or Fraud	IL 01 56 11 17
Indiana Changes	IL 01 58 09 08
Indiana Changes - Cancellation and Nonrenewal	IL 02 72 09 07

RATE CLASS 26A    TERRITORY 017    TERM 06  
COST SYMBOL D    PACKAGE-CD

Agent 

ADDITIONAL INSURED  
FIRST UNITED METHODIST CHURCH  
219 E 4TH ST  
BLOOMINGTON, IN 47408-3503  
LOAN NO.

ADDITIONAL INSURED  
PENGUIN ENT LLS DBA CHOCLATE M  
PO BOX 1685  
BLOOMINGTON, IN 47402-1685  
LOAN NO.



**SHELTER INSURANCE COMPANIES**

GENERAL LIABILITY  
EVIDENCE OF INSURANCE  
AS OF 01/18/2019

NAME AND ADDRESS OF NAMED INSURED:  
DONER KABAB INC

AGENT:  
HAZEN INSURANCE AGENCY LLC  
2864 E BUICK CADILLAC BLVD  
BLOOMINGTON, IN 47401-5442  
(812) 334-1413  
AGENT NUMBER 13-D743-51

**Policy Number: 13-31-9383969-1**

**Effective Date: 02/27/2018, 12:01 AM Central Time**  
**Expiration Date: 02/27/2019, 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 3800 E MCCRACKEN WAY BLOOMINGTON, IN 47408  
BUSINESS OF THE NAMED INSURED IS: FOOD TRUCK  
THE NAMED INSURED IS: CORPORATION  
THE LIMIT OF THE COMPANY'S 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
<u>Premium</u>	\$	100.00

Coverage Form and Description of Hazards

Code	Key	Description	Premium Basis	Premium
<b>3800 E MCCRACKEN WAY BLOOMINGTON, IN 47408 (COUNTY 105)</b>				
Premises and Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	68.00
Products and Completed Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	7.00

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

	Limit	
CG-00-01		Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO SALE OF	Products/completed Operations Hazard Redefined
CG-21-67		Fungi Or Bacteria Exclusion
IL-90-17		Common Policy Conditions
CG-20-10	PENGUIN ENTERPRISES, LLC DBA THE CHOCLATE MOOSE	Additional Insured - Owners, Lessees or Contractors (Form
CG 24 04	PENGUIN ENTERPRISES, LLC DBA T	Waiver of Transfer of Rights of Recovery Against Others To
IL-02-72		Indiana Changes - Cancellation And Nonrenewal
CG-20-29	CITY OF BLOOMINGTON, IN	Additional Insured - Grantor Of Franchise
CG-20-10	THE HERALD TIMES	Additional Insured - Owners, Lessees or Contractors (Form
IL 00 21		Nuclear Energy Liability Exclusion

TERM 12 MONTHS  
ZONE CODE 506

ADDITIONAL INSURED  
CITY OF BLOOMINGTON, IN  
401 N MORTON ST  
BLOOMINGTON, IN 47404-3729

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

ADDITIONAL INSURED  
THE HERALD TIMES  
1900 S WALNUT ST  
BLOOMINGTON, IN 47401-7720

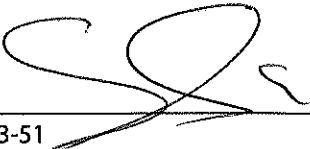
CONTINUATION PAGE --POLICY NUMBER 13-31-9383969-1

AGENT NUMBER 13-D743-51

INSURED: DONER KABAB INC

AGENT

13-D743-51

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom, positioned above a solid horizontal line.

**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.

AHMAD NADERI Döner Kebab  
Name, Printed

Maced B. J. J.  
Signature

1/17/19  
Date Release Signed

1 of 1

State of Indiana  
Office of the Secretary of State

Certificate of Incorporation  
of  
**DONER KEBAB 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 Friday, November 04, 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, November 04, 2016

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201611041165667 / 7432559

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







# CERTIFICATE OF ASSUMED BUSINESS NAME

STATE OF INDIANA, COUNTY OF Monroe

NAME OF BUSINESS: Dones Kebab

NATURE OF BUSINESS: Food Truck

ADDRESS OF BUSINESS: 391 Stonegate Ct Bloomington IN 4740

## PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS:

Ahmad N. Naderi AT Same  
Name Address

\_\_\_\_ AT \_\_\_\_  
Name Address

\_\_\_\_ AT \_\_\_\_  
Name Address

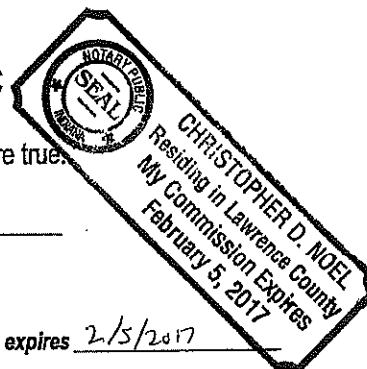
## SECTION TO BE COMPLETED IN THE PRESENCE OF NOTARY PUBLIC

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

Muhammad J. J. J. Ahmad N. NADERI Owner  
Members's Signature Printed Name Capacity

Subscribe and sworn to before me, this 18 day of April, 20 16 (Notaries Only) My commission expires 2/5/2017

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



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.  
Muhammad J. J. J.

FORM PREPARED BY: Muhammad J. J. J.



INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT  
 State Form 34913 (R15 / 1-16)  
 10 N. SENATE AVE. SE 202  
 INDIANAPOLIS, IN 46204-2277

CONFIDENTIAL RECORD PURSUANT TO IC 4-1-6, IC 22-4-19-6



034913011



11/02/2016

DONER KEBAB INC

Account Number: 731563

**Indiana Department of Workforce Development**

Confidential Record pursuant to IC-22-4-19-6, IC 4-1-6

TAXABLE PAYROLL IN THREE - FISCAL YEAR PERIOD July 1, 2012 To June 30, 2015										
1st Year	2nd Year	3rd Year	Total 3 Years Payroll			Account Number	The rate indicated on this notice will become final 15 days after Date of Notice below. Rate protests must be submitted in writing per IC 22-4-32-4.			
\$0.00	\$0.00	\$0.00	\$0.00			731563				
Experience Account Balance as of June 30, 2015	Req Not Met	Total Premium For 2016	Merit portion	Penalty portion	Surcharge portion	SUTA Penalty portion	Voluntary Payment Amount to Obtain Next Lower Rate	Date of Notice	Calculation Date	* Last Date to Pay Voluntary Payment
\$0.00	A	2.500%	2.500%	0.000%	0.000%	0.000%		11/02/2016	11/01/2016	
If you have any questions regarding your merit rate, please call the Merit Rate section at (800) 437-9136, or write Attn: Tax Department Merit Rate Section, Indiana Department of Workforce Development, 10 N. Senate Ave. SE202 Indianapolis, IN 46204-2277							* Post Office cancellation date determines date of payment by mail.			
							<b>Merit Rate Notice</b>			

State Form 34913 (R14/7-08) DWD Form 1075

Employer's Copy - Retain for your records.

Employer does not qualify for a voluntary payment. Please see employer handbook for additional information.

**MERIT RATE INFORMATION**

**Information is not applicable to Reimbursable employers**

This is your official tax rate notice for 2016. You are eligible for a merit rate computation if requirements are met. Your merit rate will be determined by dividing your experience account balance as of June 30, 2015 by the total taxable payroll, as shown on the annual Merit Rate Notice, State Form 34913 (DWD Form 1075). If your experience account has a credit (positive) balance, then the Credit Rate Schedule will be used. If your experience account has a debit (negative) balance, then the Debit Rate Schedule will be used. Please visit [uplink.in.gov/ESS](http://uplink.in.gov/ESS) to see the applicable tax rate schedules applicable at this time.

NEW! Employer HOTLINE (800) 437-9136



82328763

731563

(1)



INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT  
 10 N. SENATE AVE. SE 202  
 INDIANAPOLIS, IN 46204-2277

CONFIDENTIAL RECORD PURSUANT TO IC 4-1-6, IC 22-4-19-6



TREG06011



11/02/2016

82339584JTREG06011

Set:2455 of 2806

DONER KEBAB INC

**NOTICE OF QUALIFICATION**

Account Number: 731563

Your Unemployment Insurance Tax Account Number is 731563 , and your merit rate is 2.5%. This account number will appear on all records maintained by this agency. Please provide this account number on all reports and correspondence with the agency to insure correct identification. If you have any questions, please call our office at (800) 437-9136 or FAX: (317) 633-6726.

Notice of qualification under applicable section of Indiana Code 22-4-7, *et seq.*

Qualification date: 09/30/2016



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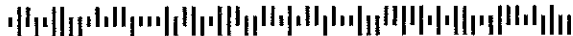
731563


81-1413279

(1)

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

002052.638940.250979.30405 1 MB 0.439 850



  
DONER KEBAB  
3911 E STONEGATE CT  
BLOOMINGTON IN 47401

002052

Date of this notice: 02-16-2016

Employer Identification Number:  
81-1413279

Form: SS-4

Number of this notice: CP 575 A

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

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1413279. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1120

06/15/2017

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

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



# REGISTERED RETAIL MERCHANT CERTIFICATE

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

**CONTROL NUMBER**  
**1700145465843**

DONER KEBAB  
3800 E MCCRACKEN WAY APT 8  
BLOOMINGTON, IN 47408-2760

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

000059



DONER KEBAB

TID: 0156025345  
LOC: 001  
FID: 81-1413279/0

**ISSUED: 09/09/2017**  
**EXPIRES: 02/28/2018**

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



**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: Ahmad Naderi Döner Kebab

Signature: Ahmad Naderi

Date: 1/17/19

**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 poles, 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:
  - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - o 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;

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: Ahmad Naderi Döner Kebab

Signature: Ahmad Naderi

Date: 1/17/19

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:** 01/15/2019

**Business Name:** Doner Kebob Food Truck

**Address:** 3800 E McCracken WAY  
Bloomington, IN 47408

**Phone:** CELL 812-219-1956

The following permit has been issued:

**Permit No.** 19-000133

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 01/15/2019

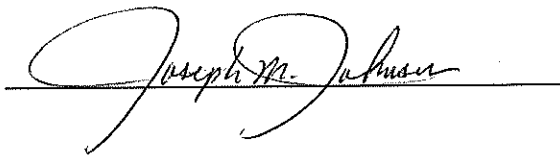
**Effective Date:** 01/15/2020

**Expiration Date:**

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 Fire for more information.

**Inspector:** Joseph M Johnson



**Date** 1-15-19



# Döner Kebab

Chicken  
Doner/Gyro  
Kebab



True European Style  
812-219-1956

G M C







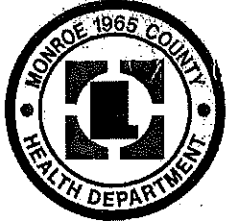


# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



DONER KABOB  
AHMAD NADERI  
301 E. 3RD STREET - TURKUAZ  
BLOOMINGTON, IN 47401

2019

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

Issued JAN 23 2019

By Thomas W. Shafer

**PERMIT EXPIRES FEBRUARY 29, 2020**

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

February 26, 2019



**CITY OF BLOOMINGTON**  
**SANITATION**

Doner Kebab is consistently dumping his trash in the downtown trash containers. On 2/22/19 left 2-trash bags with blue ties and 10 Kroger bags filled with trash. We have receipts indicating the trash belonged to them.

Thanks!

Rhea Carter  
Director





## Board of Public Works Staff Report

---

**Project/Event:** Addendum #1 for Concrete Materials with Irving Materials, Inc. (IMI)  
**Petitioner/Representative:** Street Operations Division  
**Staff Representative:** Joe Van Deventer  
**Meeting Date:** March 5, 2019

---

This is Addendum #1 to the 2018 concrete materials contract with Irving Materials (IMI), Inc. Pricing covered under the original contract will remain the same for 2019.

**Irving Materials, Inc. (IMI)**

Concrete Class A	\$ 101.50 per cubic yard
Concrete Class A w/ 2% Calcium	\$ 110.50 per cubic yard
Concrete Class A w/ Reinforcement	\$ 108.50 per cubic yard
Minimum Load Fee	No Charge

Staff recommends approval of Addendum #1 to the 2018 concrete materials contract with Irving Materials, Inc. for 2019.

---

**Recommend**  **Approval by Joe VanDeventer**



**ADDENDUM #1 TO CONCRETE MATERIALS CONTRACT**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**IRVING MATERIALS, INC.**

This Addendum supplements the Agreement for Concrete Asphalt Materials Contract with Irving Materials, Inc., (“Agreement”) as follows:

1. On April 3, 2018, the Board of Public Works awarded the materials contract based upon Irving Materials, Inc.’s bid for concrete. Renewal of this Agreement for two (2) consecutive years is allowed. Irving Materials, Inc., has informed the City that it is willing to renew this Agreement for an additional year and provide concrete at the prices contained in its 2018 bid. The City and Irving Materials, Inc., agree to a one (1) year renewal of the Agreement, which shall commence on the date of award and shall continue through April 2, 2020.
  
2. In all other respects, the Agreement shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

**IRVING MATERIALS, INC.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

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

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

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

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

By: \_\_\_\_\_  
John Hamilton, Mayor

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



# JOB SPECIFIC CONCRETE QUOTATION

Date: Feb 21, 2019

Customer: BLOOMINGTON STREET DEPT  
Attention: DANNA WORKMAN  
workmand@bloomington.in.gov

Project: BLOOMINGTON CITY STREET  
Location: MILLER DRIVE, Bloomington, IN 47401  
Total Yards: 300

Quote Number: MQ0022648\_

Bid Date: Feb 22, 2019

Quote Expiration Date: 3/22/2019

Mix #	Concrete Description	Gross Price/CY	*Discount	Net Price/CY
9001IN	CLASS A STONE ASH	\$104.50	\$3.00/CY	\$101.50
17801	CALCIUM CHLORIDE ACCERATOR,CAN DO 2 %. \$3.50 per each %	\$3.50	N/A	\$3.50
42000	FIBER MESH SECONDARY REINFORCEMENT	\$7.00	N/A	\$7.00

Notes:

Thank you for the opportunity to bid on this project.

### PRICING SUBJECT TO CHANGE PER SPECIFICATIONS AND DRAWINGS.

Delivery is subject to availability of cement and fly ash. Mixes will be priced as quoted. If straight cement mixes are not quoted, add \$5.00 to performance price.

Please add \$6.00 per cubic yard effective Apr 01, 2020.

Proper truck washout area must be provided on site.

Concrete and aggregate testing outlined in job specifications can be provided by imi at the expense of the contractor (if applicable).

#### Additional Charges

Holidays and Sundays	TBD
**Environmental Fee, per load**	\$0.00
1% Calcium Chloride	\$3.50
Additional Bag of Type I Cement, add/cy	\$6.50
Excess unloading over 60 minutes charged per hour	\$90.00
High Range Water Reducer, add/cy	\$7.50
Ice, per lb	\$0.50
Late Delivery, After 5:00 PM, per load	\$75.00
Low Chloride Accelerator, Per Dose	\$4.50
Mid-Range Water Reducer, add/cy	\$5.00
Non-Chloride Accelerator, per dose	\$5.50
Reinforcing Fiber, add/cy	\$7.00
Retarding Admixture, per dose	\$3.50
Saturday Delivery, per load	\$50.00
Small Load Charge 2 yards or less	\$0.00
Small Load Charge 2.25 - 3.75 yards	\$0.00
Type III Replacement, when available add/cy	\$6.00
Winter Service (Nov 1 - March 31), add /CY	\$0.00

\*Terms: Accounts paid by the 10th of the following month after date of delivery  
The above prices do not reflect Indiana state sales tax.

Quoted By: Danny Todd danny.todd@irvmat.com 812-322-2718

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

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

Corporate Office - 8032 N. State Road 9 - Greenfield, IN 46140 - Phone 317.326.3101 - Fax 317.326.3105





**CITY OF BLOOMINGTON MATERIALS BID FORM  
FOR CLASS "A" PORTLAND CEMENT CONCRETE  
RFQ #2018-PW-CONCRETE MATERIAL**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	CONCRETE CLASS A	+/- 2,500	CYD	CLASS "A" CONCRETE	NET 101.50	253,750.
2.	CONCRETE WITH ADDITIVE	+/- 500	CYD	CLASS "A" CONCRETE WITH 2% CALCIUM	450 0% CALCIUM 110.50	55,250
3.	CONCRETE WITH ADDITIVE	+/- 200	CYD	CLASS "A" CONCRETE WITH REINFORCEMENT	108.50	21,700
4.	MINIMUM LOAD FEE	1	TRIP	TRIP CHARGE IF LESS THAN 3 CUBIC YARDS ORDERED	N/C	

All material supplied shall meet 2018 INDOT Standard Specifications for Sections 500, 600, 700, and 900. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for the material requested. Disqualification may occur at the discretion of the Board of Public Works should a supplier, or their material, not meet the requirements as stated in this quote request.

INDOT Standard Specifications are located here:  
<http://www.in.gov/dot/div/contracts/standards/book/sep17/sep.htm>

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

Class "A" Portland Cement Concrete and Additives  
(PLEASE TYPE OR PRINT MATERIAL NAME)

3-20-18

(DATE)

- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): IMI
- Address: 1800 NO. KINSER PIKE
- City/State/Zip Code: BLGTN. IN. 47403
- 4. Telephone Number: 812-333-8530
- 5. Agent of Bidder (if applicable): \_\_\_\_\_

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

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



SIGNATURE OF BIDDER OR AGENT

**BID OFFER OR PROPOSAL**

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

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT



## Board of Public Works Staff Report

---

**Project/Event:** Addendum #1 for Asphalt Materials with Milestone Contractors, L.P.  
**Petitioner/Representative:** Street Operation Division  
**Staff Representative:** Joe Van Deventer  
**Meeting Date:** March 5, 2019

---

This is Addendum #1 to the 2018 asphalt materials contract with Milestone Contractors, L.P. Pricing covered under the original contract will remain the same for the 2019.

### Milestone Contractors

20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 42.85
200 Tons	Binder (Intermediate #8 or #9)	\$ 40.85
200 Tons	Base (#5)	\$ 40.85
200 Tons	Cold Mix	\$ 120.00
8,000 Tons	Recycled Asphalt Product (RAP)	\$ - 6.00
2,500 Gallons	Tack Oil	\$ 3.00

Staff recommends approval of addendum #1 to the 2018 contract with Milestone Contractors for 2019 paving season.

---

**Recommend**  Approval by Joe VanDeventer



**ADDENDUM #1 TO ASPHALT MATERIALS CONTRACT**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**MILESTONE CONTRACTORS, L.P.**

This Addendum supplements the Agreement for Asphalt Materials Contract with Milestone Contractors, L.P., (“Agreement”) as follows:

1. On April 3, 2018, the Board of Public Works awarded the materials contract based upon Milestone Contractors, L. P.’s bid for bituminous materials, tack oil, and recycled asphalt. Renewal of this Agreement for two (2) consecutive years is allowed. Milestone Contractors, L.P. has informed the City that it is willing to renew this Agreement for the /2019 paving season. The City and Milestone Contractors, L.P., agree to a one (1) year renewal of the Agreement, which shall commence on the date of award and shall continue through April 2, 2020.
2. In all other respects, the Agreement shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

**MILESTONE CONTRACTORS, L.P.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

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

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

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

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

By: \_\_\_\_\_  
John Hamilton, Mayor

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

# Milestone



February 8, 2019

City of Bloomington Public Works  
401 N Morton Street  
Bloomington, In. 47402  
Attn: Mr. Joe Vandeventer

**RE: 2019 BITUMINOUS F O B ASPHALT PRICING**

Dear Joe,

Per your request Milestone Contractors, L.P is willing to "ROLLOVER" the 2019 Bituminous F O B asphalt and milling bid at the same prices as last year. We have attached those prices for your review. This is in compliance with your specifications according to last year's contract documents.

On behalf of Milestone Contractors, L.P. we do appreciate the working relationship with City of Bloomington and their representatives and look forward to further projects and opportunities.

If you have any questions or concerns please feel free to call my office # at (812) 355-2682 or my cell phone # at (317) 691-4517.

Sincerely,  
MILESTONE CONTRACTORS, L.P.

  
Todd Fawver, Vice President/ Area Manager



• Equal Opportunity Employer •

Milestone Contractors, L.P.  
4755 W. Arlington Rd. Bloomington, IN 47404 (812) 330-2037 fax (812) 330-2118

**BID PRICING FORM**

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

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$120.00	\$24,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$42.85	\$857,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$40.85	\$8,170.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$40.85	\$8,170.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$3.00	\$7,500.00

\*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material not meets the requirements. Specifications can be found at: <http://www.in.gov/indot/index.htm>

**BITUMINOUS MATERIALS  
 RECYCLED ASPHALT PRODUCT (RAP)**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$-6.00	\$-48,000.00

**Milestone Contractors**

20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 42.85
200 Tons	Binder (Intermediate #8 or #9)	\$ 40.85
200 Tons	Base (#5)	\$ 40.85
200 Tons	Cold Mix	\$ 120.00
8,000 Tons	Recycled Asphalt Product (RAP)	\$ - 6.00
2,500 Gallons	Tack Oil	\$ 3.00

Staff recommends awarding Milestone Contractors as the primary provider and E&B Paving, Inc. as the secondary provider of asphalt materials.



## Board of Public Works Staff Report

---

**Project/Event:** Award Bid for Asphalt  
**Petitioner/Representative:** Street Department  
**Staff Representative:** Joe Van Deventer  
**Meeting Date:** April 3, 2018

---

A review of the 2018 Asphalt Bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of asphalt materials by the City of Bloomington Public Works Department.

**E&B Paving, Inc.**

20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 50.00
200 Tons	Binder (Intermediate #8 or #9)	\$ 48.00
200 Tons	Base (#5)	\$ 47.00
200 Tons	Cold Mix	\$ 110.00
8,000 Tons	Recycled Asphalt Product (RAP)	\$ - 6.00
2,500 Gallons	Tack Oil	\$ 3.00

**Milestone Contractors**

20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 42.85
200 Tons	Binder (Intermediate #8 or #9)	\$ 40.85
200 Tons	Base (#5)	\$ 40.85
200 Tons	Cold Mix	\$ 120.00
8,000 Tons	Recycled Asphalt Product (RAP)	\$ - 6.00
2,500 Gallons	Tack Oil	\$ 3.00

Staff recommends awarding the primary bid to Milestone Contractors for 2018.

Staff also recommends in the event Milestone Contractors are unable to provide services that we award the secondary bid to E&B Paving, Inc. for 2018.

---

**Recommend  Approval by Joe VanDeventer**

---

Board of Public Works  
Staff Report



**BID PRICING FORM**

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

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$120.00	\$24,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$42.85	\$857,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$40.85	\$8,170.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$40.85	\$8,170.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$3.00	\$7,500.00

\*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material not meets the requirements. Specifications can be found at: <http://www.in.gov/indot/index.htm>

**BITUMINOUS MATERIALS  
 RECYCLED ASPHALT PRODUCT (RAP)**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	-\$6.00	-\$48,000.00

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

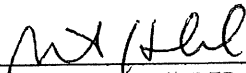
**BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT**  
(PLEASE TYPE OR PRINT MATERIAL NAME)

MARCH 20, 2018  
(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works
2. County: Monroe
3. Bidder (Firm): MILESTONE CONTRACTORS, LP
- Address: 4755 W. ARLINGTON ROAD
- City/State/Zip Code: BLOOMINGTON INDIANA 47404
4. Telephone Number: 812-330-2037
5. Agent of Bidder (if applicable): MITCH HOLLAND

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

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

  
\_\_\_\_\_  
SIGNATURE OF BIDDER OR AGENT

**BID OFFER OR PROPOSAL**

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

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
 )  
 ) SS:  
 )  
COUNTY OF MONROE )

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

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

MILESTONE CONTRACTORS, LP  
BIDDER (FIRM)

[Signature] DIRECTOR OF ESTIMATING  
SIGNATURE OF BIDDER OR AGENT



Subscribed and sworn to me this 20 day of MARCH 20 18

My Commission Expires: JANUARY 20, 2022  
County of Residence: MONROE

Elizabeth Haywood  
Notary Public



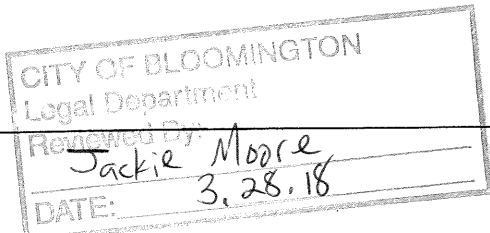
ACCEPTANCE

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

BOARD OF PUBLIC WORKS MEMBERS:

[Signature]  
KYLA COX DECKARD, PRESIDENT

KELLY BOATMAN  
[Signature]  
DANA PALAZZO



CITY OF BLOOMINGTON  
Controller

Reviewed by: [Signature]  
DATE: 3/29/18  
FUND/ACCT: [Signature]

101-02-233  
45T-20-253  
601-02-233

**ADDITIONAL CONTRACT CLAUSE ATTACHMENT**

The following clause is added and incorporated as an additional contract term.

**Liquidated Damages.** The city and bidder recognize that time is of the essence in bidder's providing Bituminous Materials for pick up by city vehicles at bidder's site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder's site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder's Site(s)	Any and all costs, above the Bidder's contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

**Acceptance.** Signed                                           
Printed Name           MITCH HOLLAND                      
Title           DIRECTOR OF ESTIMATING                      
Company           MILESTONE CONTRACTORS, LP                      
Date           MARCH 20, 2018



Christina Smith &lt;smithc@bloomington.in.gov&gt;

**Fwd: 2019 Paving**

2 messages

**Joe VanDeventer** <vandevej@bloomington.in.gov>

Thu, Feb 21, 2019 at 11:38 AM

To: Christina Smith &lt;smithc@bloomington.in.gov&gt;, Danna Workman &lt;workmand@bloomington.in.gov&gt;

Hello,  
EB Paving will not agree to being the secondary provider for 2019.

Joe

----- Forwarded message -----

From: **Todd Hoops** <todd.hoops@ebpaving.com>

Date: Tue, Feb 19, 2019 at 1:32 PM

Subject: Re: 2019 Paving

To: Joe VanDeventer &lt;vandevej@bloomington.in.gov&gt;

Cc: Garrett Gough &lt;garrett.gough@ebpaving.com&gt;, John Eller &lt;john.eller@ebpaving.com&gt;, Beth Van Skiver &lt;beth.vanskiver@ebpaving.com&gt;

Joe,

We have reviewed our current mix costs.

With the increase in liquid asphalt costs since last year, E&B will not be able to sell the City mix at our old price of \$50 / ton FOB for surface.

Hence, we cannot agree to renew being the secondary provider for 2019 at last year's prices.

We will be more than willing to sell to the City for our posted prices at the time of sale or to work you up a new price for 2019.

Sorry we cannot renew, but our costs have increased too much.

Thanks,

Todd Hoops  
Bloomington Area Manager  
2520 W Industrial Park Drive  
Bloomington, Indiana 47404  
Office: (812) 334-7940  
Fax: (812) 334-7941  
Cell: (812) 305-0755  
todd.hoops@ebpaving.com  
www.ebpaving.com



**E&B PAVING**.Inc  
*World-Class Solutions at a Local Level*<sup>SM</sup>

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## Board of Public Works Staff Report

---

**Project/Event:** Weddle Brothers is requesting a temporary road closure on S Rogers St between Hillside Dr and Cherokee Dr.

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Jeff Ooley

**Date:** March 5<sup>th</sup>, 2019

---

**Report:** Weddle Brothers is requesting a temporary road closure S Rogers St between Hillside Dr. and Cherokee Dr. A Detour will be in place that directs north and south bound traffic to Walnut St. The request is to facilitate another water main tap after this first tap was unsuccessful. This water tap will serve Switchyard Park. The closure would be for two nights, 7 pm-6 am, March 7th, 2019 and March 8th, 2019.

This request was granted previously by the Board on February 5<sup>th</sup>. One issue that arose was Transit access. Transit has been notified this closure is being requested again.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Weddle Brothers for the temporary road closure at 1607 S Rogers St

**Recommend**  **Approval**  **Denial by**

*Sara Gomez*



**WEDDLE BROS. BUILDING GROUP, LLC**

*A Weddle Bros. Construction Company*

100% Employee Owned

February 22, 2019

*Via Electronic Delivery*

Board of Public Works  
City of Bloomington  
401 N. Morton St.  
Bloomington, IN 47404

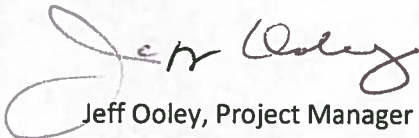
RE: 1611 S. Rogers Street Road Closure (Switchyard Park)

Dear Board Members:

Weddle Bros. is currently constructing the Switchyard Park project. The project requires another water tap in the south bound lane of Rogers Street. In order to complete this tap Weddle Bros. respectfully requests a 2 night closure of Rogers Street beginning 7:00pm Thursday March 7<sup>th</sup> thru 6:00am Friday March 8<sup>th</sup> and 7:00pm March 8<sup>th</sup> thru 6:00am March 9<sup>th</sup>. Please refer to the attached maintenance of traffic plan for specific detour information.

Weddle Bros. will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure this closure information is well communicated. Therefore, Weddle Bros. respectfully requests the Board of Public Works approves the night closure referenced above.

Constructively Yours,



Jeff Ooley, Project Manager  
Weddle Bros. Building Group

**Detour**

Sweet Grass Modern  
Southern Kitchen

ial Security Office

ma  
ons

E Hillside Dr

**S Rogers St**

**Work Area  
Road Closed**

S Walnut St

Enter

McDonald's

**Detour**

Bloomington H  
School S

S Rogers St

S Walnut St

Clear Creek

S Walnut St

Lucky's Market

Papa John's Pizza

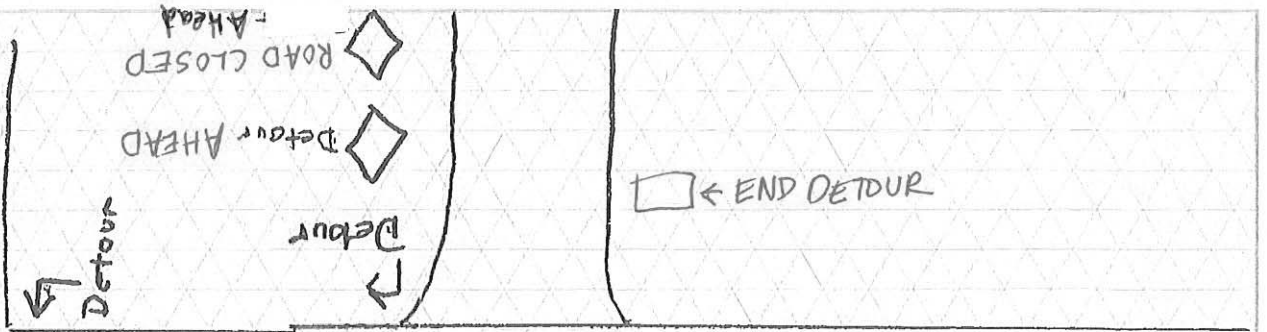
W Country Club Dr

Domino's Pizza

St

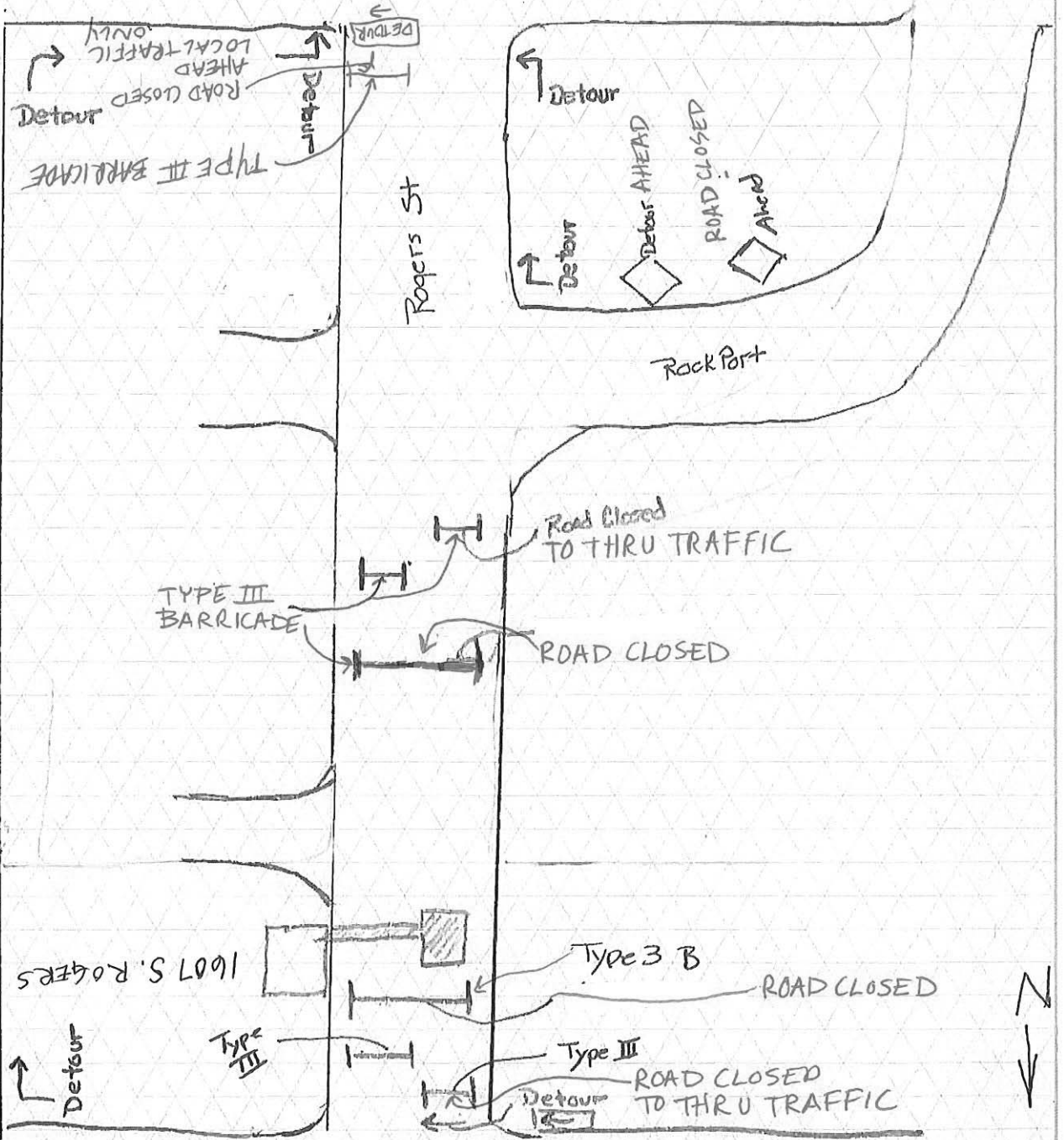
E W



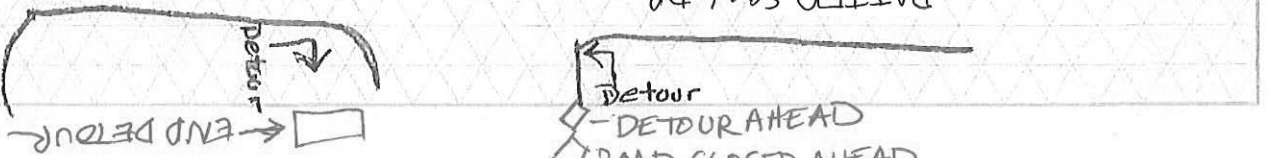


COUNTRY CLUB

TAPP



PATTERSON DR.





## Board of Public Works Staff Report

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**Project/Event:** Dedication of Right-of-Way as part of the Bloomington Co-Op Final Plat.

**Petitioner/Representative:** Loren Wood/Bynum Fanyo

**Staff Representative:** Dan Backler, Public Improvements Manager

**Date:** 3/5/2019

---

**Report:** As part of the Bloomington Co-Op Final Plat, the petitioner has taken the aforementioned plat through the plat committee. Through this process a portion of right-of-way is to be dedicated to the public.

The property is a portion of a subdivision that is currently under construction. There will be a bond required to cover the improvements proposed in the right-of-way.

---

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

Recommend  Approval  Denial by     Dan Backler



# BLOOMINGTON CO-OP SUBDIVISION

FINAL PLAT  
PT OF THE NW 1/4, SEC 10, T8N, R1W  
PERRY TOWNSHIP

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	90°00'00"	4.00	6.28	S45°00'00"E	5.66
C2	90°00'00"	4.00	6.28	S45°00'00"W	5.66
C3	90°00'00"	70.00	109.96	S45°00'00"E	98.99

NUMBER	DIRECTION	DISTANCE
L1	N90°00'00"E	13.26'
L2	S00°00'00"W	16.19'
L3	N45°00'00"E	6.02'
L4	S00°00'00"W	5.84'
L5	N90°00'00"W	4.59'



NORTH



Scale 1" = 30 ft

### LEGEND

PROPERTY LINE	--- --- ---
EASEMENT LINE	---
DEED RECORD BOOK AND PAGE	XXX/XXX
FOUND	FD
EXISTING 5/8" REBAR WITH CAP	E
5/8" REBAR WITH CAP SET	S
DEED	D
MEASURED	M
RIGHT-OF-WAY	ROW
SANITARY SEWER EASEMENT	S.S.E.
DRAINAGE EASEMENT	D.E.
WATER LINE EASEMENT	W.L.E.

MAYFAIR ADDITION  
P.C. B, ENV. 224  
ZONE: R5

**OWNER/SUBDIVIDER/DEVELOPER**  
 NAME: LOREN WOOD BUILDERS  
 ADDRESS: 4535 E. 3RD ST.  
 BLOOMINGTON, IN 47401  
 TELEPHONE: 812-287-7575

**DESIGN PROFESSIONALS**  
 NAME: BYNUM FANYO & ASSOCIATES, INC.  
 ADDRESS: 528 NORTH WALNUT STREET  
 BLOOMINGTON, INDIANA 47404  
 TELEPHONE: 812-332-8030

MAXWELL ST.

SHORT ST

SHORT ST

BLOOMINGTON MONTESSORI

S.W. CORNER, NW 1/4,  
SEC. 10, T8N, R1W,  
MONROE COUNTY, IN  
STONE FOUND

STONE FOUND  
ON LINE

### FLOOD NOTE

According to Flood Insurance Rate Map (FIRM) Community-Panel Number: 18105C 0144D,  
 Map Revised: December 17, 2010, subject Property is in Zone X. Zone X is an area determined to be  
 outside the 500-year floodplain. Source: FEMA

YMCA OF  
MONROE COUNTY  
D.R. 277, P. 07  
ZONE: IN

SETBACK TABLE	
(PUD ZONING)	
MINIMUM BUILDING SETBACKS FROM PUD PROPERTY LINES: NORTH, SOUTH & EAST 5'	WEST 7' (MUST BE LANDSCAPED)
MINIMUM BUILDING SETBACKS FOR INTERNAL LOTS: 0'	
MINIMUM PARKING SETBACKS: 5' FROM THE PROPERTY LINE	
MAXIMUM IMPERVIOUS SURFACE COVERAGE: 45% OF TOTAL SITE	
BUILDING HEIGHT: MAXIMUM 40', MAXIMUM ACCESSORY STR. 25'	

**BLOOMINGTON CO-OP**  
 FINAL PLAT  
 OCTOBER 8, 2018  
 SHEET 1 OF 3  
 JOB NO 401778



# BLOOMINGTON CO-OP SUBDIVISION

FINAL PLAT  
PT OF THE NW 1/4, SEC 10, T8N, R1W  
PERRY TOWNSHIP



NORTH



Scale 1" = 30 ft

### LEGEND

PROPERTY LINE	---
EASEMENT LINE	---
DEED RECORD BOOK AND PAGE	XXX/XXX
FOUND	FD
EXISTING 5/8" REBAR WITH CAP	o E
5/8" REBAR WITH CAP SET	o S
DEED	D
MEASURED	M
RIGHT-OF-WAY	ROW
SANITARY SEWER EASEMENT	S.S.E.
DRAINAGE EASEMENT	D.E.
WATER LINE EASEMENT	W.L.E.

PART OF LOT 83  
HUNTINGTON PARK  
P.C. B, ENV. 94  
ZONE: R5

PART OF LOT 83  
HUNTINGTON PARK  
P.C. B, ENV. 94  
ZONE: R5

LOT 4  
HUNTINGTON RENAISSANCE II  
P.C. C, ENV. 104  
ZONE: R5

LOT 3  
HUNTINGTON RENAISSANCE II  
P.C. C, ENV. 104  
ZONE: R5

PART OF LOT 77  
HUNTINGTON PARK  
P.C. B, ENV. 94  
ZONE: PUD

PART OF LOT 77  
DEDICATED R-O-W  
0.036 AC  
1,579.2 SQ. FT.

DEDICATED R-O-W  
0.05 AC  
2,208.0 SQ. FT.

MAYFAIR ADDITION  
P.C. B, ENV. 224  
ZONE: R5

ASPHALT  
BALL COURT

BLOOMINGTON MONTESSORI  
ZONE: R5

B-TOWN CO HOUSING  
INST. NO. 201701040  
ZONE: PUD

B-TOWN CO HOUSING  
INST. NO. 201701040  
ZONE: PUD

S.W. CORNER, NW 1/4,  
SEC. 10, T8N, R1W,  
MONROE COUNTY, IN  
STONE FOUND

STONE FOUND  
ON LINE

YMCA OF  
MONROE COUNTY  
D.R. 277, P. 07  
ZONE: IN

**BLOOMINGTON CO-OP**  
FINAL PLAT  
OCTOBER 8, 2018  
SHEET 2 OF 3  
JOB NO 401778



**BLOOMINGTON CO-OP  
SUBDIVISION**

FINAL PLAT  
PT OF THE NW 1/4, SEC 10, T8N, R1W  
PERRY TOWNSHIP

SOURCE OF TITLE: INST. NO. 2017017340

OWNERS: B-TOWN CO-HOUSING, LLC

ZONING: PUD - PLANNED UNIT DEVELOPMENT

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to remonstrate against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

B-Town Co-Housing, LLC, the owners of the real estate shown and described herein, does hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BLOOMINGTON CO-OP, an addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

Front and side yard building setback lines are established as shown on the plat, between which lines and the property lines of the adjacent streets no building or other structure shall be erected or maintained.

The strips of ground that are shown on the plat and marked "easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires. Buildings or other structures shall not be erected or maintained on these strips.

This subdivision shall be subject to the Declaration Of Covenants, Conditions, and Restrictions as set forth in Instrument Number \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana.

Signed and Sealed October 17<sup>th</sup>, 2018.

[Signature]  
Signature \_\_\_\_\_ Office \_\_\_\_\_

Loren M Wood  
Name Printed  
B-Town Co-Housing  
STATE OF INDIANA )  
) 55:  
COUNTY OF MONROE )

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared LOREN M WOOD, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this 17<sup>th</sup> day of October, 2018.

MONROE  
County of Residence  
Mary T Block  
Notary Public, Written  
MARY T Block  
Notary Public, Printed  
AUGUST 13, 2022  
Commission Expiration



LEGAL DESCRIPTION

Lot 77 of Huntington Park as recorded in Plat Cabinet B, envelope 94 in the office of the Recorder of Monroe County, Indiana.

Also a part of the Northwest quarter of Section 10, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Beginning at a stone found marking the southeast corner of said Northwest quarter; Thence on the south line of said quarter section South 89 degrees 45 minutes 12 seconds West 1668.56 feet and to the True Point of Beginning;

Thence continuing on said south line South 89 degrees 45 minutes 12 seconds West 440.73 feet; Thence leaving said south line North 01 degree 02 minutes 37 seconds West 271.51 feet and to the south line of Short Street; Thence on said south line North 89 degrees 47 minutes 15 seconds East 441.62 feet to the west line of Mayfair Addition as record in Plat Cabinet B, envelope 224 in said office of the Recorder; Thence leaving said south line and on said west line of Mayfair Addition South 00 degrees 51 minutes 24 seconds East 271.24 feet to the Point of Beginning. Containing 2.75 ACRES, more or less.

Subject to all rights-of-way and easements

CERTIFICATE OF APPROVAL  
OF COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority of Indiana code 36-7-4 700 series, enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington, as follows:

Approved by the City Plan Commission at a meeting held \_\_\_\_\_, 20\_\_

(Adam Wason, Director of Public Works)

(Terri Porter, Director of Planning and Transportation)

Approved by the Board of Public Works at a meeting held \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Chairperson)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

**SURVEYOR'S CERTIFICATE**

I, Charles D. Graham, certify that I am a registered professional land surveyor licensed under the laws of Indiana, that this plat accurately represents a survey made by me on February 20, 2018; that the monuments shown on it exist; and that their locations, sizes, types, and materials are accurately shown.

[Signature]  
Charles D. Graham  
Registration No. LS29500014



EASEMENT LEGEND

- UE = Utility Easement
- (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.
- (B) Prohibits the placement of any unauthorized obstructions within the easement area.
- DE = Drainage Easement
- (A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
- (B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
- (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
- (D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
- (E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.
- PSSSE = Private Sanitary Sewer Easement
- (A) Shall allow the Property owner or their assigns exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.
- (B) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within the Sanitary Sewer Easement.
- (C) Grading activity shall be prohibited within Sanitary Sewer Easements without written permission from the Property owner.
- W.L.E. = Waterline Easement.
- (A) Shall allow the city utilities department exclusive access for installation, maintenance, repair, or removal of potable water facilities.
- (B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the city utilities department in conjunction with the preliminary plat. Upon written permission from the city utilities department, encroachments may be permitted after the recording of the final plat.
- (C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within waterline easements.
- (D) Grading activity shall be prohibited within waterline easements without written permission from the city utilities department.
- (E) Signs shall not be located within waterline easements unless the sign is a public sign authorized by Section 20.05.079(f)(1) or is further authorized by the city.

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.

Charles D. Graham  
This instrument prepared by Charles D. Graham

**BLOOMINGTON CO-OP**  
FINAL PLAT  
OCTOBER 8, 2018  
SHEET 3 OF 3  
JOB NO 401778





## Board of Public Works Staff Report

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**Project/Event:** Dedication of Right-of-Way as part of the Final Plat of Lot 8 in the Millen and Rice Addition.

**Petitioner/Representative:** Nathan Ferreira of Habitat for Humanity

**Staff Representative:** Dan Backler, Public Improvements Manager

**Date:** 3/5/2019

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**Report:** As part of the Final Plat of Lot 8 in the Millen and Rice Addition, the petitioner has taken the aforementioned plat through the plat committee. Through this process a portion of right-of-way is to be dedicated to the public.

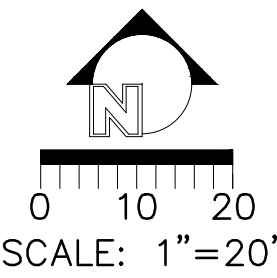
The property is a portion of a previously platted parcel that is slated for future development through Habitat for Humanity. There will be a bond required to cover the improvements proposed in the right-of-way.

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

Recommend  Approval  Denial by     Dan Backler

# LOT 8 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON, FINAL PLAT



BASIS OF BEARINGS:  
INDIANA STATE PLANE, WEST ZONE  
VERTICAL DATUM: NAVD 88

### SETBACK TABLE

**RESIDENTIAL CORE (RC):**  
BUILD-TO-LINE - 15' FROM R/W  
SIDE - 6.0'  
REAR - 25.0'

**AFFORDABLE HOUSING (AH-01)(20.05.009):**  
BUILD-TO-LINE - 15' FROM R/W  
SIDE - 5.0'  
REAR - 15.0'

### OWNER/SUBDIVIDER

**MICHAEL GROVE**  
1489 GRAY BLUFF TRAIL  
CHAPEL HILL, NORTH CAROLINA 27517  
INST 2011015328  
PARCEL 53-05-32-110-025-000-005

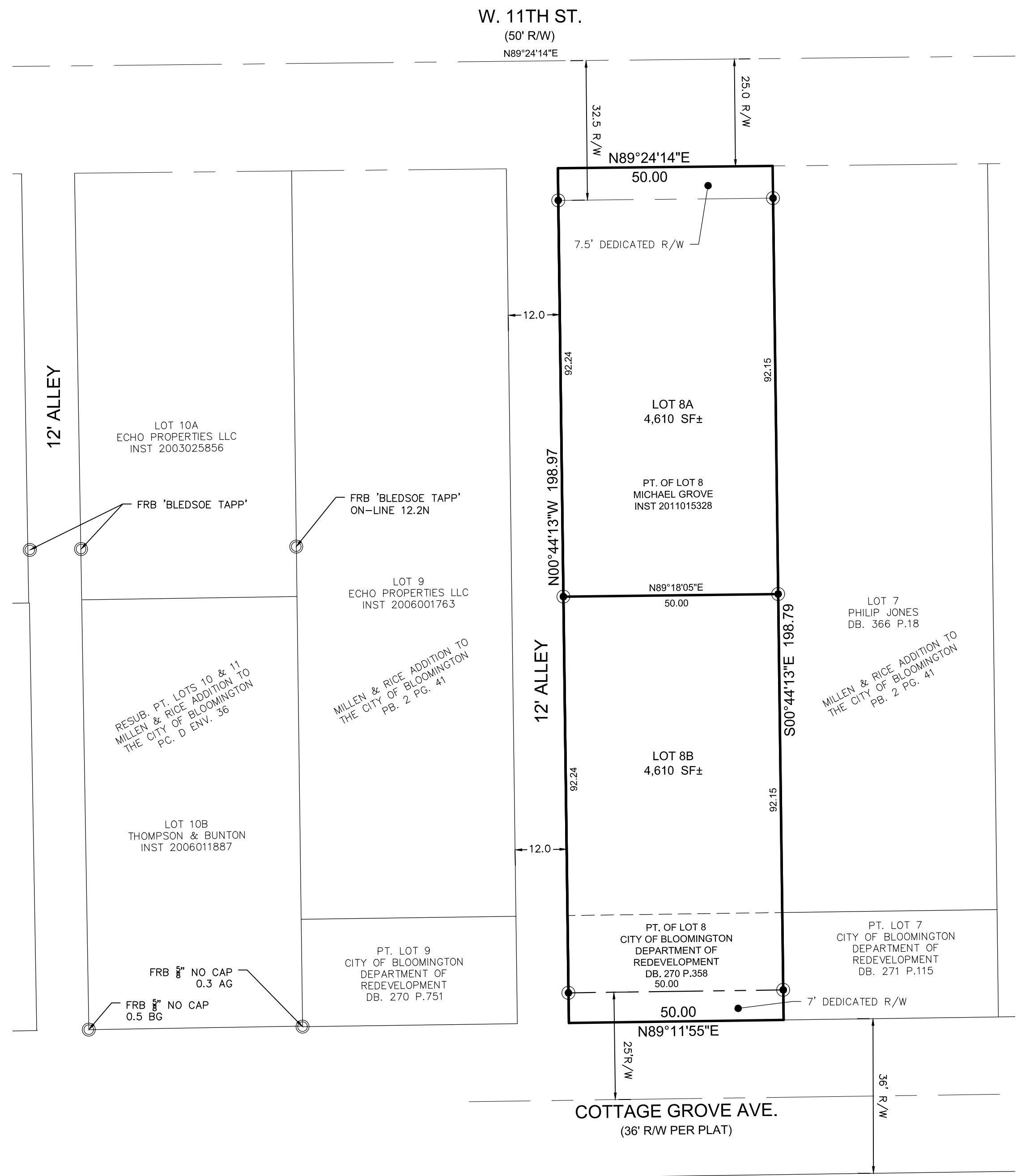
**CITY OF BLOOMINGTON**  
DEPARTMENT OF REDEVELOPMENT  
PO BOX 100 BLOOMINGTON, IN 47402  
DB 270, P.358  
PARCEL 53-05-32-110-018-000-005

### ADDRESS TABLE

LOT 8A-1003 W 11TH ST. BLOOMINGTON, IN 47404  
LOT 8B-1004 W COTTAGE GROVE, BLOOMINGTON, IN 47404

### LEGEND

- ⊙ RR SPIKE
- ⊠ STONE
- REBAR
- IRON PIPE
- △ MAG NAIL



### OWNER CERTIFICATION

THE CITY OF BLOOMINGTON, DEPARTMENT OF REDEVELOPMENT, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS LOT 8 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON, FINAL AMENDMENT.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS SHOWN ON THE PLAT OF MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

ALL ADDITIONAL ROAD RIGHTS OF WAY SHOWN & NOT PREVIOUSLY DEDICATE ARE HEREBY DEDICATED TO PUBLIC USE.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

CITY OF BLOOMINGTON, DEPARTMENT OF REDEVELOPMENT  
STATE OF INDIANA)SS:  
COUNTY OF MONROE)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED \_\_\_\_\_ THE CITY OF BLOOMINGTON, DEPARTMENT OF REDEVELOPMENT, PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AN NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_, NOTARY PUBLIC  
A RESIDENT OF MONROE COUNTY

PLAN COMMISSION AND BOARD OF PUBLIC WORKS AND PLAT COMMITTEE UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED AT BOARD OF PUBLIC WORKS AT A MEETING HELD:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

\_\_\_\_\_  
TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

\_\_\_\_\_  
JOSEPH HOFFMAN, PRESIDENT OF PLAN COMMISSION

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD:

\_\_\_\_\_  
CHAIR

### OWNER CERTIFICATION

MICHAEL GROVE, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS LOT 8 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON, FINAL AMENDMENT.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS SHOWN ON THE PLAT OF MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

ALL ADDITIONAL ROAD RIGHTS OF WAY SHOWN & NOT PREVIOUSLY DEDICATE ARE HEREBY DEDICATED TO PUBLIC USE.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MICHAEL GROVE  
STATE OF INDIANA)SS:  
COUNTY OF MONROE)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED \_\_\_\_\_ AND \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AN NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_, NOTARY PUBLIC  
A RESIDENT OF MONROE COUNTY

### GENERAL NOTES

- 1) BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (18105C0141D) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM. THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
- 2) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- 4) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS: MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON (PC. 2 PG. 41) RESUBDIVISION OF PART OF LOTS 10 AND 11 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON FINAL PLAT (P.C. D ENV. 36)

### LEGAL DESCRIPTION

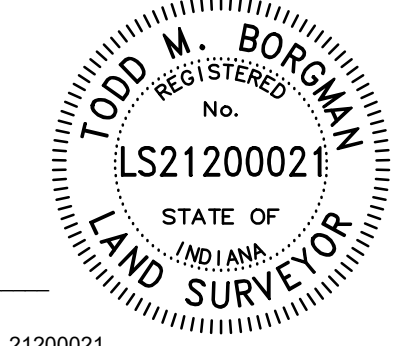
LOT NUMBER EIGHT (8) IN MILLEN AND RICE SUBDIVISION TO THE CITY OF BLOOMINGTON, INDIANA, AS SHOWN BY THE RECORDED PLAT THEREOF IN PLAT BOOK NO. 2, PAGE 41, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, EXCEPTING THEREFROM TWENTY FIVE (25) FEET OF EVEN WIDTH OFF THE ENTIRE SOUTH SIDE THEREOF WHICH WAS PREVIOUSLY CONVEYED TO THE DEPARTMENT OF REDEVELOPMENT, CITY OF BLOOMINGTON BY DEED RECORDED IN BOOK 270, PAGE 358, RECORDS OF MONROE COUNTY, INDIANA.

### SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED FEBRUARY 18, 2019

TODD M. BORGAMAN  
REGISTERED LAND SURVEYOR NO. 21200021  
STATE OF INDIANA



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. (TODD BORGAMAN)

PLAN COMMISSION AND BOARD OF PUBLIC WORKS UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED AT BOARD OF PUBLIC WORKS AT A MEETING HELD:

\_\_\_\_\_  
PRESIDENT

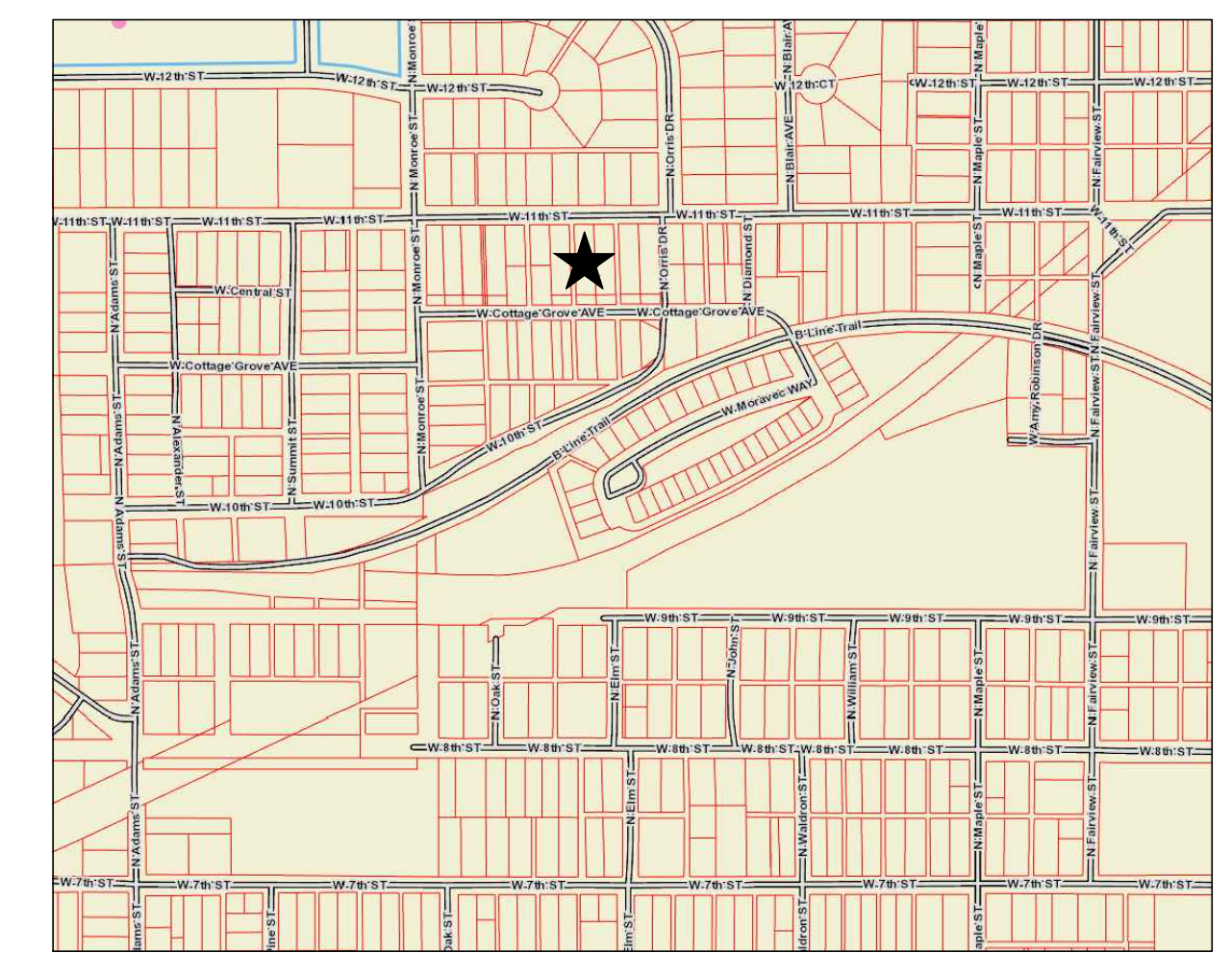
\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

\_\_\_\_\_  
TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

\_\_\_\_\_  
JOSEPH HOFFMAN, PRESIDENT OF PLAN COMMISSION





# Board of Public Works Staff Report

**Project/Event: Service Contract with Fish Window Cleaning for Window Cleaning Services**

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

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

**Meeting Date:** March 5, 2019

This contract is for window cleaning services at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Fish Window Cleaning not to exceed \$5,000.00

Respectfully submitted,

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

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



**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

This Agreement, entered into on this 5<sup>th</sup> day of March, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Photizo, LLC, dba Fish Window Cleaning (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Cleaning of windows and building exteriors. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour, regardless of day or time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work

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

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

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

**Contractor:** Fish Window Cleaning, P.O. Box 7885, Bloomington Indiana 47407.

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

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

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

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

**CITY OF BLOOMINGTON**

**Photizo, LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Thomas D. Richardson, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works





**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Photizo, LLC**

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

\_\_\_\_\_  
Printed Name, Title

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 \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Service Contract with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering

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

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

**Meeting Date:** March 5, 2019

This contract is for the repair and maintenance of interior and exterior signs, as well as lettering and decals on doors and windows at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Everywhere Signs, LLC not to exceed \$5,000.00

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive style with a large, stylized "J" and "B".

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
EVERYWHERE SIGNS, LLC**

This Agreement, entered into on this 5<sup>th</sup> day of March, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Everywhere Signs, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Repair and maintenance of exterior and interior signs, and lettering and decals for doors and windows. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour Monday-Friday 8:00 am - 5:00 pm for one person. If the use of a bucket truck is required, it will be billed at the rate of Ninety-Five Dollars (\$95.00) per hour with one employee and One Hundred Forty Dollars (\$140.00) per hour with two employees. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and

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

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

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

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

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

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

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

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

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

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer



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

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

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

**Contractor:** Everywhere Signs, LLC, 2630 N. Walnut St., Bloomington Indiana 47404.

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

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

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

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

**CITY OF BLOOMINGTON**

**Everywhere Signs, LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Karen Elgar, Co-owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Everywhere Signs, LLC**

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

\_\_\_\_\_  
Printed Name, Title

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 \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/1/2019	Payroll				426,876.22
					426,876.22

**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 **\$ 426,876.22**

**Dated this 5th day of March year of 2019.**

\_\_\_\_\_

**Kyla Cox Deckard President**      **Beth H. Hollingsworth Vice President**      **Dana Palazzo Secretary**

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Milestone is requesting a temporary southbound detour and northbound lane shifts on N Rogers St between 7th St and 11th St

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Thomas Gott

**Date:** March 5<sup>th</sup>, 2019

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**Report:** Milestone is requesting a temporary southbound detour and northbound lane shifts on N Rogers St between 7th St and 11th St. The request is to facilitate the B-Line Crossing improvements that are part of the Trades District Project. All southbound traffic would be detoured from Rogers St to N College Ave while one lane of traffic on N Rogers remains open for northbound traffic for the duration of the project. There will be a temporary asphalt placed north of the construction site on the west side of Rogers in order to keep the B-Line Trail open to pedestrians. The temporary southbound detour and northbound lane shifts would be in place beginning March 11th, 2019 and end March 22nd, 2019.

Milestone has notified property owners from 7<sup>th</sup> St to 11<sup>th</sup> St about this request and is working with the BIM Company regarding their access during this time.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Milestone for the temporary southbound detour and northbound lane shifts on N Rogers St.

**Recommend**  **Approval**  **Denial by**

*Sara Gomez*





Milestone Contractors, L.P.  
4755 W. Arlington Road  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118  
Cell: (812)929-2385

**Date: February 21, 2019**

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

Re: N Rogers Street requested lane restrictions

Dear Board Members:

Milestone Contractors is planning the reconstruction of the B Line Trail crossing for the Trades District Project. In order to facilitate this project, Milestone is respectfully requesting the temporary closure of the southbound lane of N Rogers Street between 7<sup>th</sup> Street and 11<sup>th</sup> Street as well as the closure of the sidewalk along the west lane in phase 1 and east side in phase 2 in accordance with the attached Management of Traffic plan.

Milestone will coordinate with the adjacent property owners that will be affected by the lane closure. Therefore, Milestone respectfully requests that the Board of Public Works approves the restrictions closure from March 11, 2019 through March 22, 2019.

Respectfully,

General Superintendent



Milestone Contractors, L.P.  
4755 W. Arlington Road  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118  
Cell: (812)929-2385

## Lane Closure Notice

Date: February 21, 2019

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Attn: Property Owners  
Where: Rogers St from 7<sup>th</sup> St to 11<sup>th</sup> St  
St When: March 11<sup>th</sup>-March 22<sup>nd</sup>

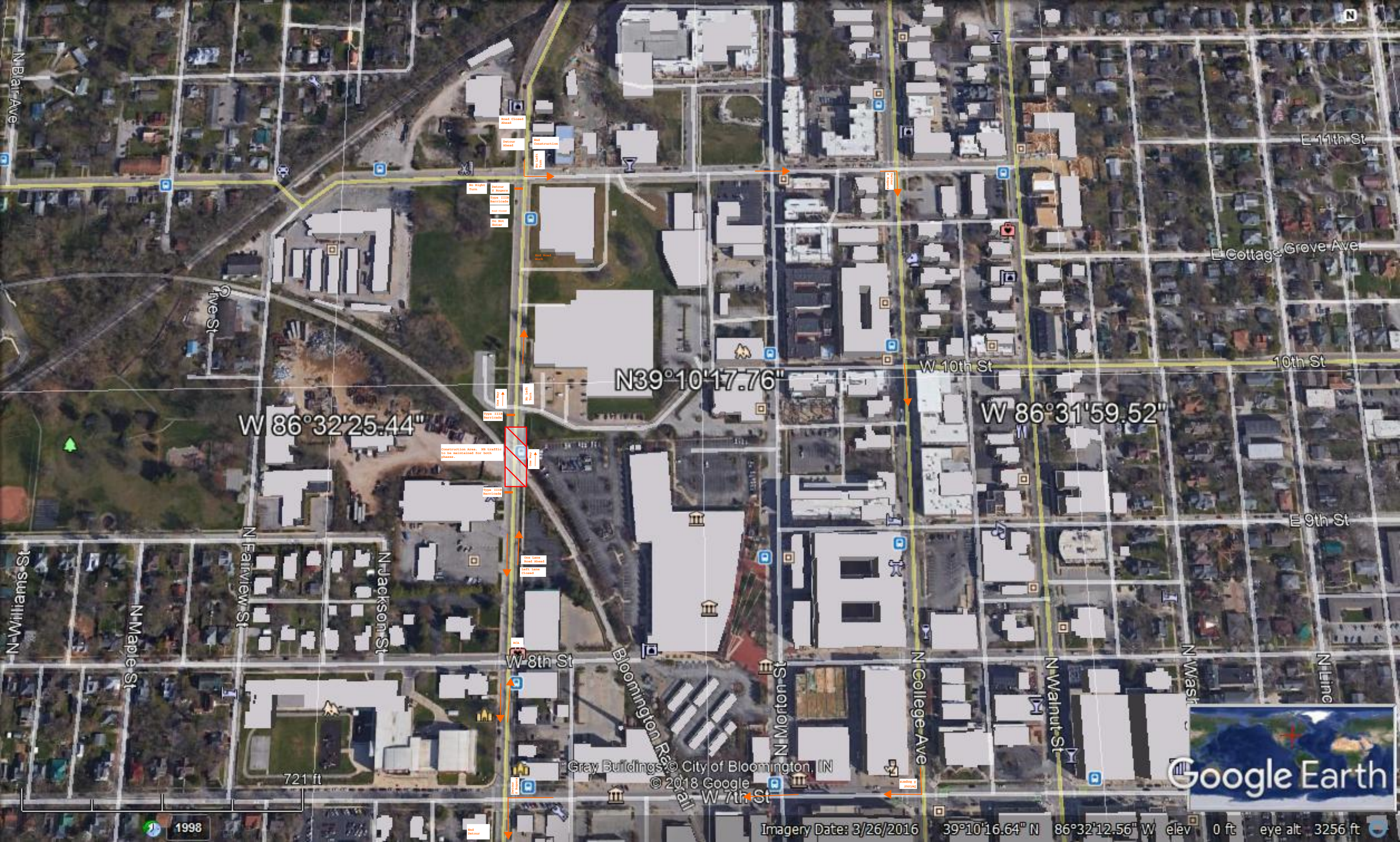
---

Milestone contractors is submitting for SB lane closure of Rogers St from 7<sup>th</sup> St to 11<sup>th</sup> St for work to be done on the B Line Trail crossing as a part of the Trades District project. This closure will be for approximately 2 weeks. We will take this before the Board of Public Works on March 5<sup>th</sup> at the 5:30 pm meeting. If you have any concerns, please feel free to attend.

Thanks,

Brent Foster





W 86°32'25.44"

N39°10'17.76"

W 86°31'59.52"

Construction Area - All traffic to be maintained for both phases.

One Lane Road Ahead

NO

NO

Gray Buildings © City of Bloomington, IN

© 2018 Google

Imagery Date: 3/26/2016

39°10'16.64" N 86°32'12.56" W elev 0 ft eye at 3256 ft



1998

721 ft









Temporary Asphalt Wedge

Temporary Asphalt Trail

rs St

W 10th St

N Rogers St

B-Line Trail

N Rogers St

B-Line Trail





## Board of Public Works Staff Report

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**Project/Event:** Morton Street Garage Elevator Cab Refurbishment  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 3.5.2019

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**Report:**

We are replacing the interior of the Morton Street Garage elevator cab. This is a complete renovation including display buttons, paneling, floor, and lighting.

Otis Elevator is our current service vendor for maintenance of the Elevators and we have chosen them as the sole source provider for interior renovation.

Total cost = \$55,672.41

Funding Source will be: 452.26.260000.53610 (Building Repairs)

---

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



DATE: 07/31/2017

TO:
Morton St Garage
401 N.Morton St.Suite 120
Po Box 100
Bloomington, IN 47402

FROM:
Otis Elevator Company
6010 Corporate Way
Indianapolis, IN 46278

Megan Torbenson
Phone: (317) 306-1265
Fax: (860) 353-4455

EQUIPMENT LOCATION:
Morton St Garage
212 North Morton
Bloomington, IN 47404

PROPOSAL NUMBER: -

MACHINE NUMBER(S) : 727098

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

CLOSED LOOP DOOR OPERATOR

A new closed loop door operator shall be installed. Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a closed-loop system designed to provide consistent door performance despite changes in temperature or wind and despite the presence of minor debris in the door track. The system continuously monitors door speed and position and adjusts them to match the predefined profile.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. Closing will take place after an adjustable time interval expires. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimal time, consistent with disabled persons' requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. Elevator cars' door-open time intervals, when the car is at a landing, shall be adjustable independently for the cars' responses to car and hall calls.

CAR OPERATING PANEL

Existing car operating panel shall be removed. The existing opening shall be modified to accommodate the new faceplate and box. An applied car operating panel shall be furnished, containing a bank of mechanical, illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. If the optional fan is provided the switch shall also be located in the car operating panel. The fixtures shall be solid-state NEL-style buttons with LED illumination. All key switches shall be standard Direct Fixtures design with appropriate indications for each function. The following features shall be included:

- Flush-style satin stainless faceplate with vandal-resistant buttons
Digital style floor position indicator
Emergency lighting fixture and lens
Otis HANDSOFF phone

**CAB INTERIORS**

**STAINLESS STEEL DOWNLIGHT CEILINGS**

Otis will provide the labor and material to replace the existing ceilings with new stainless steel downlight ceiling. LED round downlights with dimmers are included.

**STAINLESS STEEL FLAT HANDRAILS**

Otis will provide the necessary labor and material to install flat 2 inch handrails on both side walls.

**ELEVATOR CAB PANELS**

Otis will provide the necessary labor and material to remove the existing wall panels and install new panels. Designs include Santo Domingo, Georgetown and Bridgetown.

Otis will test elevators for proper operation after completion of project. All work will be performed during Regular Working Hours.

**PRICE: \$ 55,672.41**

Please note that the above price includes a \$20,000 budget for cab interiors. Pricing is subject to change based on interiors selected.

Downpayment for material cost only is due before work begins. Remaining payment is due forty-five (45) days after work is completed.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Megan Torbenson  
Title: Service Account Manager  
E-mail: MeganM.Torbenson@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

**Otis Elevator Company**

Approved by Authorized Representative

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Print Name: Adam Sisson \_\_\_\_\_

Title - \_\_\_\_\_

Title - \_\_\_\_\_

E-mail: - \_\_\_\_\_

Name of Company - \_\_\_\_\_

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
  2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
  3. Payments shall be made as follows: A down payment of - percent (- %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
  4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
  5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
  6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
  7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
  8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
  9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
  11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
  13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
  14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.





## REQUEST FOR SPECIAL PROCUREMENT - SOLE SOURCE

State Statute IC-5-22-10

Email this Request Form to Jeff Underwood: [underwoj@bloomington.in.gov](mailto:underwoj@bloomington.in.gov)

- 1) Request Date: 02.18.2019
- 2) Requestor Name: Ryan Daily
- 3) Dept. Contact Person: Ryan Daily
- 4) Telephone and E-mail: [dailyr@bloomington.in.gov](mailto:dailyr@bloomington.in.gov) 812.349.3844
- 5) Value of Proposed Contract or Purchase: \$55,672.41
- 6) Recommended Vendor: Otis Elevator
- 7) Budget Line: 452.26.260000.53610

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Otis Elevator is currently our Elevator Maintenance Contractor. Should any other vendor work on the elevator for repair or service, warranties are voided.

- 8) Describe the product/services the vendor will provide and explain why this meets the special purchasing method listed above.

Elevator Cab Refurbish – Otis is current maintenance provider for the Morton Street Garage.

- 9) Detail the research performed to determine this product/service is the best solution for the city.

This vendor was chosen during the bidding process for elevator maintenance. As the current maintenance vendor, they will be responsible for the upgrade of the elevator cabs. They will also be responsible of maintenance of the cabs after install is complete.

- 10) Describe why this vendor and solution was chosen.

Vendor was chosen because they are current maintenance vendor for the elevators.

Approved By:

\_\_\_\_\_  
Jeff Underwood Controller

\_\_\_\_\_  
Date

**Santo Domingo**



**Georgetown**



**Bridgetown**



**Vandal Capital**







## Board of Public Works Staff Report

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**Project/Event:** Walnut Street Garage Landing Repair  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 3.5.19

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**Report:**

We will be replacing the Walnut Street Garage South East Stairwell. CE Solutions shall provide a condition assessment of the Walnut Street Garage South East Stairwell, provide all bid documentation, engineering services, attend pre-bid planning meetings, and attend all construction inspections.

Total cost to repair = \$41,900

Funding Source will be: 452.26.260000.53170 (Engineering Services)

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

**PROJECT NAME: Structural Engineering Services Regarding Replacement of Southeast Stairwell of the Walnut Street Parking Garage**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and CE Solutions, Inc., (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts so that **the City's parking garages continue to provide structurally sound and safe facilities for persons who utilize them.**

WHEREAS, the Board requires the services of a professional consultant in order to **provide structural engineering services for this Project**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

**Provide structural design and construction documents, attend pre-bid meeting, prepare opinion of probable construction cost, attend pre-bid planning meetings and provide construction inspection for this project at the Walnut Street Parking Garage.**

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

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

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

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

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

**Article 2. Standard of Care:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

**A. Information/Reports**

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

**B. Representative**

The Board hereby designates Ryan Daily, Parking Garage Manager, Public Works Department (“Daily”) to serve as the Board’s representative for the project. Daily shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of:

**Forty-One Thousand, Nine Hundred Dollars (\$41,900.00) – Not To Exceed Amount**

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

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

**1. Timing and Format for Billing:**

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

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

**2. Billing Records:**

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

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

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The Consultant shall use reasonable professional efforts to see that the time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus

reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

**Article 8. Identity of Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Cost Estimates:** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.



**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington  
Public Works Department  
Attn: Ryan Daily  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404

Consultant:

CE Solutions, Inc.  
Attn: Steven P. Osborn  
10 Shoshone Drive  
Carmel, IN 46032

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 26. Verification of New Employee' Employment Status:** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

**Article 27. No 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 prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington  
Board of Public Works

CE Solutions, Inc.

By:

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

\_\_\_\_\_  
Steven P. Osborn, PE, SE  
Principal / President

By:

\_\_\_\_\_  
Beth H. Hollingsworth  
Vice President

By:

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

By:

\_\_\_\_\_  
Adam Wason, Director  
Public Works Department

By:

\_\_\_\_\_  
John Hamilton, Mayor

**EXHIBIT A – Scope of Services**  
**(In 2 Pages, Page 9A & 9B)**



Upon notice to proceed, CE Solutions will provide the following Basic Services:

### **STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE**

Design services will result one set of construction contract documents that will be used to replace the SE stair in the Walnut Street Parking Garage as described in the above section. CES and their sub-consultants will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include:

50% Review Documents

Construction (Bid) Documents

- Design progress updates will be provided via progress update emails provided on a bi-weekly basis. Updates will include: Status of work, status of schedule, action items, scope adjustments
  - We anticipate one owner review meeting in Bloomington, Indiana following the 50% Review Document submittal.
- Perform a site observation for field measuring existing condition and to observe the general structural condition of the existing supporting concrete structure compared to the condition at the time of the assessment. No destructive investigation, instrumentation, monitoring, or testing will be performed. CE Solutions' structural condition assessment will be based solely on visual observations, hammer sounding, and chain dragging.
- Design repairs and prepare detailed drawings for the following scope items:
  - SE stair replacement and any needed repair at the concrete beams at the SE stair floor openings.
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.
- Prepare an opinion of probable construction cost at each design phase.
- Contract with Kirkwood Design Studio (KDS) for stair glass enclosure design; see scope below.
  - Site visit to review existing conditions
  - Design and Construction Documents
  - Attend 1 design meeting
  - Develop Opinion of Probable Cost
  - Bidding Review
  - Construction Observation to review work in progress (4 site visits including Pre-Con and Final Review)
  - 10-Month Warranty Walk-through

## **BIDDING PHASE**

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.
- Prepare addenda, as needed, for design intent clarification.

## **STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE**

- Attend a pre-construction meeting.
- Attend 4 (bi-weekly) contractor coordination meetings during construction. Meeting minutes will be prepared and distributed by others.
- Perform up to 4 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
  - Meetings and site visits are not assumed to be the same day as the Morton Street and 4<sup>th</sup> Street garages due to time constraints.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

**EXHIBIT B -- Compensation**  
**(In 2 Pages, 10A and 10B)**

The total compensation paid including fees and expenses shall not exceed the amount of **Forty-One Thousand, Nine Hundred Dollars (\$41,900) – Not To Exceed Amount.** A detailed description of 2019 Consultant's Fee Schedule is also provided.

CE Solutions and our sub-consultants intend to provide the above professional services on a firm fixed fee basis for \$35,600.

CE Solutions Structural Design and Document Preparation Phase	\$15,200
CE Solutions Bidding Phase	\$ 1,900
<u>CE Solutions Structural Construction Administration Phase</u>	<u>\$14,100</u>
Sub-Total	\$31,200
<u>KDS</u>	<u>\$10,700</u>
<b>TOTAL</b>	<b>\$41,900</b>

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in our fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.



## 2019 FEE SCHEDULE

**PROFESSIONAL HOURLY RATES** are based on the following classifications:

Principal I / II	\$205 / \$245 / hour <sup>1</sup>
Senior Project Manager I / II / III	\$157 / \$177 / \$205
Senior Project Engineer	\$209
Project Manager	\$126
Project Engineer	\$114
Staff Engineer	\$110
BIM Specialist / Designer	\$112
CAD / BIM Technician / Drafter	\$93
CAD / Technical Project Assistant	\$65
Senior Administrative / Project Assistant	\$137
Administrative / Project Assistant	\$95
Clerical	\$80

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

<sup>1</sup> Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$305/hour.

### REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%
Photograph processing and printing	@ cost + 10%
Shipping/courier	@ cost + 10%
Equipment and instrument rental	@ cost + 10%
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%
Sub-consultant services	@ cost + 10%
Electronic File Exchange for sub-contractors	PDF \$50 each CAD DWG \$250 each BIM RVT \$1,000 each

## **EXHIBIT C – Schedule**

Consultant shall complete the Project within the Schedule set forth below. Consultant will start active and continuous work on the Project upon issuance of the written Notice to Proceed. Any changes to the Schedule will be mutually agreed to by the City and the Consultant.

- Proposal 2/4/19
- Notice to Proceed 3/6/19 (assumed)
- Progress Drawings and Specs 3/29/19
- Comments back from COBL 4/5/19
- Bid Docs to City of Bloomington 4/12/19
- Bidding Phase by City of Bloomington
  - Assumed Bid Date 5/13/19
  - Assumed Bid Award 5/27/19
- Construction assumed to be from June 10 – July 26, 2019



**EXHIBIT D – Key Personnel**

Steven P. Osborn, PE, SE	Principal / President
Carrie L. Walden, PE	Project Manager



**EXHIBIT F**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

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

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 \_\_\_\_\_, 2019.

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

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

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

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



# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Erin Freund	01-refund adoption fee-canine		03/08/2019	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>		1	<u>\$75.00</u>
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-envelopes, color copy paper		03/08/2019	31.80
6530 - Office Depot, INC	01-hooks, mounting strips		03/08/2019	18.51
6530 - Office Depot, INC	01-notebooks, putty adhesive		03/08/2019	10.11
6530 - Office Depot, INC	01-office chair		03/08/2019	249.99
6530 - Office Depot, INC	01-maker board, quart board, wall planner		03/08/2019	273.59
6530 - Office Depot, INC	01-credit-refund on marker board-Inv. 266073026001		03/08/2019	(153.42)
	<b>Account 52110 - Office Supplies Totals</b>		6	<u>\$430.58</u>
<b>Account 52210 - Institutional Supplies</b>				
4136 - C. Specialties, INC	01-pet carriers, slip leashes		03/08/2019	867.74
313 - Fastenal Company	01-distilled water-2/5/2019		03/08/2019	2.52
313 - Fastenal Company	01-can liners-2/5/2019		03/08/2019	131.36
313 - Fastenal Company	01-bleach, laundry detergent, roll paper towels-2/5/2019		03/08/2019	228.32
313 - Fastenal Company	01-snow shovel		03/08/2019	17.81
4586 - Hill's Pet Nutrition Sales, INC	01-prescription diet canine food, canine/feline food-2/8/2019		03/08/2019	195.83
4586 - Hill's Pet Nutrition Sales, INC	01-prescription diet canine food-2/8/2019		03/08/2019	67.58
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/kitten/feline food-2/8/2019		03/08/2019	323.58
3929 - IDEXX Laboratories, INC	01-FIV/FeLV tessts, parvo tests-2/11/2019		03/08/2019	1,592.24
4633 - Midwest Veterinary Supply, INC	01-Feliway Classic, sharps containers-2/7/2019		03/08/2019	97.07
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M/LG/XL), Timothy hay-12/26/2018		03/08/2019	361.04
4633 - Midwest Veterinary Supply, INC	01-diuretic-2/11/2019		03/08/2019	25.12
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG-2/7/2019		03/08/2019	56.49
4137 - Patterson Veterinary Supply, INC	01-eye drops, antibiotics, syringes-2/7/2019		03/08/2019	178.88
4137 - Patterson Veterinary Supply, INC	01-antibiotics-2/6/2019		03/08/2019	133.40
5819 - Synchrony Bank	01-back scratcher, grooming loop, wall mount shelf		03/08/2019	184.44
4666 - Zoetis, INC	01-allergy meds-Apoquel Tabs16MG x 100-2/11/2019		03/08/2019	124.60
4666 - Zoetis, INC	01-allergy meds-Cytopoint 30MG-2/14/2019		03/08/2019	150.25
4574 - John Deere Financial (Rural King)	01-Litter & Animal Feed		03/08/2019	89.85
4574 - John Deere Financial (Rural King)	01-Litter & Animal Feed		03/08/2019	6.99
4574 - John Deere Financial (Rural King)	01-Litter & Animal Feed		03/08/2019	99.64
4574 - John Deere Financial (Rural King)	01-Litter & Animal Feed		03/08/2019	59.96
4574 - John Deere Financial (Rural King)	01-Litter & Animal Feed		03/08/2019	78.20
	<b>Account 52210 - Institutional Supplies Totals</b>		23	<u>\$5,072.91</u>
<b>Account 52310 - Building Materials and Supplies</b>				
4443 - The Sherwin Williams Company	19-ACC- Paint for maintenance		03/08/2019	695.72
	<b>Account 52310 - Building Materials and Supplies Totals</b>		1	<u>\$695.72</u>
<b>Account 52340 - Other Repairs and Maintenance</b>				
453 - ULINE, INC	01-shelving cabinets		03/08/2019	1,221.66
	<b>Account 52340 - Other Repairs and Maintenance Totals</b>		1	<u>\$1,221.66</u>
<b>Account 52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	01-computer		03/08/2019	1,569.99
	<b>Account 52420 - Other Supplies Totals</b>		1	<u>\$1,569.99</u>
<b>Account 53130 - Medical</b>				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-1/22-2/14/2019		03/08/2019	1,701.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-2/19/2019		03/08/2019	487.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-exams, spay/neuter surgeries-2/6-2/12/2019		03/08/2019	935.61
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-exams, spay/neuter surgeries-1/29/2019		03/08/2019	907.29
	<b>Account 53130 - Medical Totals</b>		4	<u>\$4,031.30</u>
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 1/12-2/11/2019		02/25/2019	238.78
	<b>Account 53210 - Telephone Totals</b>		1	<u>\$238.78</u>



# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account <b>53220 - Postage</b> 4487 - PMB East, INC (PakMail)	01-BOH shipping-2/13/2019		03/08/2019	13.30
	Account <b>53220 - Postage</b> Totals		1	\$13.30
Account <b>53310 - Printing</b> 8002 - Safeguard Business Systems, INC	01-printing of time off forms-500		03/08/2019	67.53
	Account <b>53310 - Printing</b> Totals		1	\$67.53
Account <b>53510 - Electrical Services</b> 223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/14/2019		02/25/2019	1,352.83
	Account <b>53510 - Electrical Services</b> Totals		1	\$1,352.83
Account <b>53610 - Building Repairs</b> 6378 - ANN-KRISS, LLC 6378 - ANN-KRISS, LLC	19-ACC-drywall installation	BC 2019-14	03/08/2019	521.36
	19-ACC-painting of kennel room	BC 2019-14	03/08/2019	2,145.76
	Account <b>53610 - Building Repairs</b> Totals		2	\$2,667.12
Account <b>53640 - Hardware and Software Maintenance</b> 4464 - Volgistics, INC	01-volunteer software maintenance-3/5/2019-3/5/2020		03/08/2019	1,260.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals		1	\$1,260.00
	Program <b>010000 - Main</b> Totals		44	\$18,696.72
Program <b>010001 - Donations Over \$5K</b> Account <b>53130 - Medical</b> 3376 - Bloomington Pets Alive, INC 54639 - Shake Veterinary Services, INC (Town & Country Vet) 54639 - Shake Veterinary Services, INC (Town & Country Vet)	01-spay/neuter surgeries-1/22-2/14/2019		03/08/2019	1,279.00
	01-exam, emergency visit-2/14-2/15/2019		03/08/2019	329.80
	01-bloodwork-2/13/2019		03/08/2019	96.60
	Account <b>53130 - Medical</b> Totals		3	\$1,705.40
	Program <b>010001 - Donations Over \$5K</b> Totals		3	\$1,705.40
	Department <b>01 - Animal Shelter</b> Totals		47	\$20,402.12
Department <b>02 - Public Works</b> Program <b>020000 - Main</b> Account <b>46060 - Other Violations</b> Thomas M. Heraly	14-refund overpayment pkg citation A1602644		03/08/2019	40.00
	Account <b>46060 - Other Violations</b> Totals		1	\$40.00
Account <b>52110 - Office Supplies</b> 6530 - Office Depot, INC	02-Admin storage boxes/folders		03/08/2019	73.98
	Account <b>52110 - Office Supplies</b> Totals		1	\$73.98
	Program <b>020000 - Main</b> Totals		2	\$113.98
	Department <b>02 - Public Works</b> Totals		2	\$113.98
Department <b>03 - City Clerk</b> Program <b>030000 - Main</b> Account <b>53990 - Other Services and Charges</b> 205 - City Of Bloomington	03-Black History Month 2019 Platinum Sponsorship		03/08/2019	1,200.00
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$1,200.00
	Program <b>030000 - Main</b> Totals		1	\$1,200.00
	Department <b>03 - City Clerk</b> Totals		1	\$1,200.00
Department <b>04 - Economic &amp; Sustainable Dev</b> Program <b>040000 - Main</b> Account <b>52110 - Office Supplies</b> 6530 - Office Depot, INC 6530 - Office Depot, INC 6530 - Office Depot, INC	04 labels, name badges, markers, calendar, post its, clips		03/08/2019	36.43
	04 labels, name badges, markers, calendar, post its, clips		03/08/2019	8.66
	04 - Calculator Ribbon		03/08/2019	7.98
	Account <b>52110 - Office Supplies</b> Totals		3	\$53.07
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> 1138 - BCT Management, INC	04 Agreement with BCT - movie showing WASTED	BC 2018-102	03/08/2019	400.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		1	\$400.00
	Program <b>040000 - Main</b> Totals		4	\$453.07
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		4	\$453.07
Department <b>05 - Common Council</b> Program <b>050000 - Main</b> Account <b>52410 - Books</b>				





# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-1/5-2/4/19-Legal & Council		03/08/2019	198.25
	Account <b>52410 - Books</b> Totals		1	\$198.25
	Program <b>050000 - Main</b> Totals		1	\$198.25
	Department <b>05 - Common Council</b> Totals		1	\$198.25
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	06-Eraser click pens		03/08/2019	3.38
	Account <b>52110 - Office Supplies</b> Totals		1	\$3.38
Account <b>53990 - Other Services and Charges</b>				
19403 - London Witte Group, LLC (LWG CPA's)	06- Transportation Gas Consulting		03/08/2019	1,367.50
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$1,367.50
	Program <b>060000 - Main</b> Totals		2	\$1,370.88
	Department <b>06 - Controller's Office</b> Totals		2	\$1,370.88
Department <b>10 - Legal</b>				
Program <b>100000 - Main</b>				
Account <b>46010 - Court Docket Fees</b>				
199 - Monroe County Government	10-court costs for J. Franklin		03/08/2019	110.00
199 - Monroe County Government	10-court cost for J. Smith		03/08/2019	114.00
	Account <b>46010 - Court Docket Fees</b> Totals		2	\$224.00
Account <b>53120 - Special Legal Services</b>				
205 - City Of Bloomington	10-PC Reim-Mo Co Rec-Recording Trades District Plat		03/08/2019	90.00
205 - City Of Bloomington	10-PC Reim-Mo Co Rec-Recording 2 waivers of protest		03/08/2019	50.00
205 - City Of Bloomington	10-PC Reim-Mo Co Rec-waivers-3709 S Judd/Holland		03/08/2019	50.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Auditor-new plat Trades District		03/08/2019	40.00
6779 - Stewart Richardson & Associates, INC	10-copy of transcript-DeLuca & McCann		03/08/2019	642.04
6401 - Sturgeon & Brown P.C.	10-legal services-1/10-1/17/19		03/08/2019	154.00
	Account <b>53120 - Special Legal Services</b> Totals		6	\$1,026.04
	Program <b>100000 - Main</b> Totals		8	\$1,250.04
Program <b>101000 - Human Rights</b>				
Account <b>53160 - Instruction</b>				
6807 - National Employment Law Institute	10-ADA FMLA course-4/4-4/5/2019-B. McKinney-		03/08/2019	803.25
	Account <b>53160 - Instruction</b> Totals		1	\$803.25
	Program <b>101000 - Human Rights</b> Totals		1	\$803.25
	Department <b>10 - Legal</b> Totals		9	\$2,053.29
Department <b>11 - Mayor's Office</b>				
Program <b>110000 - Main</b>				
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	11-cell phone charges 1/12-2/11/2019		02/25/2019	41.40
	Account <b>53210 - Telephone</b> Totals		1	\$41.40
	Program <b>110000 - Main</b> Totals		1	\$41.40
	Department <b>11 - Mayor's Office</b> Totals		1	\$41.40
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	12-pens, labels, notepads, ink \$19.58		03/08/2019	15.39
6530 - Office Depot, INC	12-pens, labels, notepads, ink \$19.58		03/08/2019	4.19
	Account <b>52110 - Office Supplies</b> Totals		2	\$19.58
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	12-cell phone charges 1/12-2/11/2019		02/25/2019	23.65
	Account <b>53210 - Telephone</b> Totals		1	\$23.65
	Program <b>120000 - Main</b> Totals		3	\$43.23
	Department <b>12 - Human Resources</b> Totals		3	\$43.23
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	13-Dell tablet car charger		03/08/2019	72.99



# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account <b>52420 - Other Supplies</b> Totals	1	\$72.99
Account <b>53160 - Instruction</b>				
6644 - Carlisle T Buddin	13-2019 Stormwater Drainage Conf-reg. fee/pkg/per diem		03/08/2019	75.00
6781 - Ryan Robling	13-2019 Stormwater Drainage Conf-reg. fee/per diem		03/08/2019	<u>75.00</u>
		Account <b>53160 - Instruction</b> Totals	2	\$150.00
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	13-cell phone charges 1/12-2/11/2019		02/25/2019	<u>327.22</u>
		Account <b>53210 - Telephone</b> Totals	1	\$327.22
Account <b>53230 - Travel</b>				
6644 - Carlisle T Buddin	13-2019 Stormwater Drainage Conf-reg. fee/pkg/per diem		03/08/2019	17.00
6781 - Ryan Robling	13-2019 Stormwater Drainage Conf-reg. fee/per diem		03/08/2019	<u>12.00</u>
		Account <b>53230 - Travel</b> Totals	2	\$29.00
Account <b>53320 - Advertising</b>				
1103 - American Planning Association, Indiana Chapter	13-3 week posting for Zoning & LR Planner, Zoning Comp.		03/08/2019	150.00
323 - Hoosier Times, INC	13-Legal Advertising (17th St. & Lafferty)		03/08/2019	<u>141.22</u>
		Account <b>53320 - Advertising</b> Totals	2	\$291.22
Account <b>53910 - Dues and Subscriptions</b>				
6644 - Carlisle T Buddin	13-Reimb. for membership to Assoc. of State Floodplain		03/08/2019	160.00
6644 - Carlisle T Buddin	13 - Certified Floodplain Managers Exam Fee		03/08/2019	<u>100.00</u>
		Account <b>53910 - Dues and Subscriptions</b> Totals	2	\$260.00
Account <b>53990 - Other Services and Charges</b>				
205 - City Of Bloomington	13-PC Reim-Mo Co Rec-2 encroachments-Res. 2019-04/2019-02		03/08/2019	50.00
199 - Monroe County Government	13-14 copies-January 2019		03/08/2019	<u>14.00</u>
		Account <b>53990 - Other Services and Charges</b> Totals	2	\$64.00
		Program <b>130000 - Main</b> Totals	12	\$1,194.43
Program <b>132000 - MPO</b>				
Account <b>53990 - Other Services and Charges</b>				
5217 - Midwestern Software Solutions, LLC	13 - Transportation Data Management System		03/08/2019	<u>1,155.00</u>
		Account <b>53990 - Other Services and Charges</b> Totals	1	\$1,155.00
		Program <b>132000 - MPO</b> Totals	1	\$1,155.00
		Department <b>13 - Planning</b> Totals	13	\$2,349.43
Department <b>19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				
Account <b>52210 - Institutional Supplies</b>				
5819 - Synchrony Bank	19-1500 watt infrared space heater		03/08/2019	<u>69.99</u>
		Account <b>52210 - Institutional Supplies</b> Totals	1	\$69.99
Account <b>52240 - Fuel and Oil</b>				
177 - Indiana Oxygen Company, INC	19-monthly cylinder rental-1/31/2019		03/08/2019	<u>34.66</u>
		Account <b>52240 - Fuel and Oil</b> Totals	1	\$34.66
Account <b>52310 - Building Materials and Supplies</b>				
409 - Black Lumber Co. INC	19-ACC-hanging packages		03/08/2019	7.99
409 - Black Lumber Co. INC	19-CH tools-101 speed square w/book, notch trowel		03/08/2019	14.98
395 - Kirby Risk Corp	19-ballasts, quad kit		03/08/2019	158.59
395 - Kirby Risk Corp	19-City Hall-light bulbs for replacement		03/08/2019	62.40
395 - Kirby Risk Corp	19-City Hall-light bulbs for replacement		03/08/2019	164.80
394 - Kleindorfer Hardware & Variety	19-City Hall-hammer, pvc pipe, pvc cutter		03/08/2019	46.46
394 - Kleindorfer Hardware & Variety	19-City Hall-safety glasses, eye bolt, magnet		03/08/2019	11.73
394 - Kleindorfer Hardware & Variety	19-City Hall-wrench, locknuts		03/08/2019	23.37
394 - Kleindorfer Hardware & Variety	19-City Hall-WD40, picture hangers, spray grease, nuts		03/08/2019	37.46
53005 - Menards, INC	19-City Hall-hand soap, jigsaw blade, carbide wheel		03/08/2019	91.70
53005 - Menards, INC	19-ACC-alum tube, alum ang		03/08/2019	65.60
53005 - Menards, INC	19-ACC-drywall knife, anchor, alum ang		03/08/2019	32.58
53005 - Menards, INC	19-CH-p-trap, SJ ext tube, center outlet, plumbers grease		03/08/2019	<u>49.95</u>
		Account <b>52310 - Building Materials and Supplies</b> Totals	13	\$767.61
Account <b>52420 - Other Supplies</b>				
133 - Kathleen McConahay (Flags Over Indiana)	19-New Flags for City Facilities-IN State/COB/U.S. Nylon		03/08/2019	<u>1,322.50</u>
		Account <b>52420 - Other Supplies</b> Totals	1	\$1,322.50



# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 1/12-2/11/2019		02/25/2019	178.51
	Account 53210 - Telephone Totals		1	\$178.51
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/14/2019		02/25/2019	7,303.36
	Account 53510 - Electrical Services Totals		1	\$7,303.36
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-January 2019		02/25/2019	15.48
	Account 53530 - Water and Sewer Totals		1	\$15.48
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-City Hall-HVAC system repair	BC 2019-23	03/08/2019	2,656.23
321 - Harrell Fish, INC	19-City Hall-HVAC repair-smell coming from ceiling heater	BC 2019-23	03/08/2019	2,513.36
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-February 2019	BC 2019-23	03/08/2019	1,910.66
321 - Harrell Fish, INC	19-City Hall-HVAC repair-3 or 4" copper line leaking	BC 2019-23	03/08/2019	5,640.82
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-track arm set repair for doors	BC 2019-25	03/08/2019	105.00
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-installation of door closure	BC 2019-25	03/08/2019	650.00
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-9 keys made	BC 2019-25	03/08/2019	56.97
392 - Koorsen Fire & Security, INC	19-ACC-January 2019 fire extinguisher service		03/08/2019	173.95
60 - Monroe County Solid Waste Management District	19-Disposal of Fluorescent light tubes		03/08/2019	19.20
6688 - SSW Enterprises, LLC (Office Pride)	19-CH/Off Site Facilities-monthly cleaning serv.-February 2019	BC 2018-87	03/08/2019	17,827.46
	Account 53610 - Building Repairs Totals		10	\$31,553.65
<b>Account 53650 - Other Repairs</b>				
321 - Harrell Fish, INC	19-Sanitation-replacement of HVAC system	BC 2019-23	03/08/2019	4,698.00
5012 - Stanley Access Technologies, LLC	19-Replacement of Automatic Front Doors at City Hall	BC 2018-84	03/08/2019	12,870.00
	Account 53650 - Other Repairs Totals		2	\$17,568.00
	Program 190000 - Main Totals		31	\$58,813.76
	Department 19 - Facilities Maintenance Totals		31	\$58,813.76
<b>Department 28 - ITS</b>				
<b>Program 280000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	28-City Hall/Off Site Facilities-copier paper-30 cases		03/08/2019	804.60
	Account 52110 - Office Supplies Totals		1	\$804.60
<b>Account 52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	28-Computer Solar Keyboard & Mouse Combo		03/08/2019	177.98
	Account 52420 - Other Supplies Totals		1	\$177.98
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
5437 - Columbia Telecommunications Corporation	28-Director of Bus. Consulting/Senior Analyst-1/31/2019		03/08/2019	485.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$485.00
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	28-cell phone charges 1/12-2/11/2019		02/25/2019	726.15
	Account 53210 - Telephone Totals		1	\$726.15
<b>Account 53640 - Hardware and Software Maintenance</b>				
53442 - Paragon Micro, INC	28-Adobe Creative Cloud		03/08/2019	543.50
	Account 53640 - Hardware and Software Maintenance Totals		1	\$543.50
	Program 280000 - Main Totals		5	\$2,737.23
	Department 28 - ITS Totals		5	\$2,737.23
	Fund 101 - General Fund (S0101) Totals		119	\$89,776.64
<b>Fund 270 - CC Jack Hopkins NR17-42 (S0011)</b>				
<b>Department 05 - Common Council</b>				
<b>Program 050000 - Main</b>				
<b>Account 53960 - Grants</b>				
1663 - Citizens for Community Justice	15-JH18 Grant-J. Gifford expenses-6/27-11/8/18		03/08/2019	3,644.92
	Account 53960 - Grants Totals		1	\$3,644.92
	Program 050000 - Main Totals		1	\$3,644.92
	Department 05 - Common Council Totals		1	\$3,644.92
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		1	\$3,644.92
<b>Fund 312 - Community Services</b>				



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<b>Department 09 - CFRD</b>				
<b>Program 090001 - Com Serv - Black Males</b>				
<b>Account 53990 - Other Services and Charges</b>				
234 - Monroe County Community School Corporation	09-Black Male Youth Summit-MCCSC Transportation-Bus #1		03/08/2019	50.00
234 - Monroe County Community School Corporation	09-Black Male Youth Summit-MCCSC Transportation-Bus #2		03/08/2019	50.00
	Account 53990 - Other Services and Charges Totals		2	<u>\$100.00</u>
	Program 090001 - Com Serv - Black Males Totals		2	\$100.00
<b>Program 090002 - Com Serv - MLK Comm</b>				
<b>Account 53230 - Travel</b>				
6821 - NAACP Legal Defense and Educational Fund, INC	09-MLK Celebration Speaker honorarium/travel costs		03/08/2019	600.00
	Account 53230 - Travel Totals		1	<u>\$600.00</u>
<b>Account 53310 - Printing</b>				
651 - Engraving & Stamp Center, INC	09-plaque update for Legacy Award		03/08/2019	22.37
	Account 53310 - Printing Totals		1	<u>\$22.37</u>
<b>Account 53990 - Other Services and Charges</b>				
6821 - NAACP Legal Defense and Educational Fund, INC	09-MLK Celebration Speaker honorarium/travel costs		03/08/2019	2,500.00
	Account 53990 - Other Services and Charges Totals		1	<u>\$2,500.00</u>
	Program 090002 - Com Serv - MLK Comm Totals		3	\$3,122.37
<b>Program 090003 - Com Serv - Status of Women</b>				
<b>Account 52420 - Other Supplies</b>				
5819 - Synchrony Bank	09-Amazon--black frames for WOY atrium WHM display		03/08/2019	21.99
11693 - The Award Center, INC	09-WOY nameplate for WOY perpetual plaque		03/08/2019	10.00
	Account 52420 - Other Supplies Totals		2	<u>\$31.99</u>
<b>Account 53990 - Other Services and Charges</b>				
651 - Engraving & Stamp Center, INC	09-2019 WHM Lunch-three award plaques		03/08/2019	123.48
	Account 53990 - Other Services and Charges Totals		1	<u>\$123.48</u>
	Program 090003 - Com Serv - Status of Women Totals		3	\$155.47
<b>Program 090016 - Com Serv - Safe &amp; Civil</b>				
<b>Account 53990 - Other Services and Charges</b>				
2030 - Richard W Morris (Ground Zero Band)	09-BHM Gala - entertainment		02/25/2019	1,600.00
	Account 53990 - Other Services and Charges Totals		1	<u>\$1,600.00</u>
	Program 090016 - Com Serv - Safe & Civil Totals		1	\$1,600.00
<b>Program G18014 - 2018 Indiana Minority Health</b>				
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6826 - Kourtney Byrd	09--Research Consultant for Minority Health Project		03/08/2019	1,500.00
6813 - Nichelle Whitney	09-Consultant for research - Minority Health Project		03/08/2019	1,500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	<u>\$3,000.00</u>
	Program G18014 - 2018 Indiana Minority Health Totals		2	\$3,000.00
	Department 09 - CFRD Totals		11	<u>\$7,977.84</u>
	Fund 312 - Community Services Totals		11	\$7,977.84
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>				
<b>Department 25 - Telecommunications</b>				
<b>Program 254000 - Infrastructure</b>				
<b>Account 52420 - Other Supplies</b>				
5819 - Synchrony Bank	25 - Time Clock Components		03/08/2019	1,559.70
	Account 52420 - Other Supplies Totals		1	<u>\$1,559.70</u>
<b>Account 54450 - Equipment</b>				
53442 - Paragon Micro, INC	28-Eaton UPS's-15		03/08/2019	974.85
53442 - Paragon Micro, INC	28-Capital Replacement Computer Hardware		03/08/2019	154.99
	Account 54450 - Equipment Totals		2	<u>\$1,129.84</u>
	Program 254000 - Infrastructure Totals		3	<u>\$2,689.54</u>
	Department 25 - Telecommunications Totals		3	<u>\$2,689.54</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals		3	\$2,689.54
<b>Fund 450 - Local Road and Street(S0706)</b>				
<b>Department 20 - Street</b>				
<b>Program 200000 - Main</b>				
<b>Account 53520 - Street Lights / Traffic Signals</b>				





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223 - Duke Energy	02-Street Light Summary Electric bill-2/06/2019		02/25/2019	35,382.27
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals		1	<u>\$35,382.27</u>
	Program <b>200000 - Main</b> Totals		1	<u>\$35,382.27</u>
	Department <b>20 - Street</b> Totals		1	<u>\$35,382.27</u>
	Fund <b>450 - Local Road and Street(S0706)</b> Totals		1	<u>\$35,382.27</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
<b>Department 20 - Street</b>				
<b>Program 200000 - Main</b>				
<b>Account 52240 - Fuel and Oil</b>				
349 - White River Cooperative, INC	20-#2 Diesel Fuel No Bio for Hotboxes		03/08/2019	652.40
	Account <b>52240 - Fuel and Oil</b> Totals		1	<u>\$652.40</u>
<b>Account 52340 - Other Repairs and Maintenance</b>				
818 - Everywhere Signs, LLC	20-Honorary Bicentennial Signs		03/08/2019	180.00
603 - Traffic Control Corporation	20-PED Push Botton for 10th & Fee		03/08/2019	3,960.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals		2	<u>\$4,140.00</u>
<b>Account 52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-1X4-10 Pine pro-T. Carroll		03/08/2019	8.98
409 - Black Lumber Co. INC	20-do-it manure fork-L. Raines		03/08/2019	24.99
409 - Black Lumber Co. INC	20-7x9 scraper for hot box-R. Hitchcox		03/08/2019	19.99
409 - Black Lumber Co. INC	20-heavy duty fiberglass rake-J. Morris		03/08/2019	18.99
313 - Fastenal Company	20-safety supplies-gloves, orange & red safety paint		03/08/2019	64.94
313 - Fastenal Company	20-safety supplies-gloves, earplugs		03/08/2019	56.42
394 - Kleindorfer Hardware & Variety	20-2 shovels		03/08/2019	19.38
394 - Kleindorfer Hardware & Variety	20-2 keys made for #470 (chipper)		03/08/2019	2.00
6262 - Koenig Equipment, INC	20-tree crew-chainsaw supplies-16" chain		03/08/2019	41.90
6262 - Koenig Equipment, INC	20-tree crew-chainsaw supplies-spark plug, file		03/08/2019	20.17
13706 - Sunbelt Rentals, INC	20-Concrete Saw Blades		03/08/2019	150.00
	Account <b>52420 - Other Supplies</b> Totals		11	<u>\$427.76</u>
<b>Account 53160 - Instruction</b>				
2871 - International Municipal Signal Association (IMSA)	20-IMSA Level 1 Traffic Signal Field-D. Bitner-3/18-3/22/19		03/08/2019	400.00
	Account <b>53160 - Instruction</b> Totals		1	<u>\$400.00</u>
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 1/12-2/11/2019		02/25/2019	184.29
	Account <b>53210 - Telephone</b> Totals		1	<u>\$184.29</u>
<b>Account 53250 - Pagers</b>				
332 - Indiana PAGING Network, INC	20-Services for Snow Control Pagers-March 2019		03/08/2019	87.26
	Account <b>53250 - Pagers</b> Totals		1	<u>\$87.26</u>
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/14/2019		02/25/2019	689.38
	Account <b>53510 - Electrical Services</b> Totals		1	<u>\$689.38</u>
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-Street Dept.-water/sewer bill-January 2019		02/25/2019	150.51
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter-water/sewer bill-January 2019		02/25/2019	152.44
	Account <b>53530 - Water and Sewer</b> Totals		2	<u>\$302.95</u>
<b>Account 53540 - Natural Gas</b>				
222 - Vectren	19-Traffic Bldg-gas bill 1/7-2/6/2019		02/25/2019	440.40
222 - Vectren	19-Street Dept-gas bill 1/7-2/06/2019		02/25/2019	627.30
	Account <b>53540 - Natural Gas</b> Totals		2	<u>\$1,067.70</u>
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Street Dept-HVAC service repair-break room		03/08/2019	924.05
	Account <b>53610 - Building Repairs</b> Totals		1	<u>\$924.05</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/13/19		03/08/2019	18.82
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-2/13/19		03/08/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/20/2019		03/08/2019	18.81
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-20/20/2019		03/08/2019	27.43
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		4	<u>\$92.49</u>





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-1/15/19		03/08/2019	543.09
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-1/08/19		03/08/2019	<u>538.36</u>
	Account 53950 - Landfill Totals		2	\$1,081.45
<b>Account 53990 - Other Services and Charges</b>				
902 - Indiana Underground Plant Protection Service, INC	20-Indiana 811-monthly tickets, 581-December 2018		03/08/2019	551.95
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-1/8/19		03/08/2019	<u>150.00</u>
	Account 53990 - Other Services and Charges Totals		2	\$701.95
	Program 200000 - Main Totals		31	<u>\$10,751.68</u>
	Department 20 - Street Totals		31	<u>\$10,751.68</u>
	Fund 451 - Motor Vehicle Highway(S0708) Totals		31	\$10,751.68
<b>Fund 452 - Parking Facilities(S9502)</b>				
Department 26 - Parking				
Program 260000 - Main				
<b>Account 43130 - Hourly Parking</b>				
Frank Nardi	02-Morton St Garage-refund payment parking fee		03/08/2019	<u>9.25</u>
	Account 43130 - Hourly Parking Totals		1	\$9.25
<b>Account 43160 - Lot/Garage Leases - Annual</b>				
Omeed Malek	02-refund Aug. & Sept. monthly garage fee-arms not installed		03/08/2019	<u>100.50</u>
	Account 43160 - Lot/Garage Leases - Annual Totals		1	\$100.50
<b>Account 52340 - Other Repairs and Maintenance</b>				
392 - Koorsen Fire & Security, INC	02-Morton St Garage-quarterly fire alm mon base-2/1-4/30/19		03/08/2019	<u>125.97</u>
	Account 52340 - Other Repairs and Maintenance Totals		1	\$125.97
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-Pkg Garages-cell phone charges 1/12-2/11/2019		02/25/2019	<u>175.10</u>
	Account 53210 - Telephone Totals		1	\$175.10
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/14/2019		02/25/2019	<u>5,410.12</u>
	Account 53510 - Electrical Services Totals		1	\$5,410.12
<b>Account 53610 - Building Repairs</b>				
227 - Otis Elevator Company	02-Morton St Garage-service contract 2/1/19-1/31/20		03/08/2019	<u>5,565.90</u>
	Account 53610 - Building Repairs Totals		1	\$5,565.90
<b>Account 53630 - Machinery and Equipment Repairs</b>				
5819 - Synchrony Bank	02-Walnut St Garage-router for equipment upgrade		03/08/2019	74.00
5819 - Synchrony Bank	02-Pkg Garages-IT devices for equipment upgrade		03/08/2019	<u>61.00</u>
	Account 53630 - Machinery and Equipment Repairs Totals		2	\$135.00
<b>Account 53650 - Other Repairs</b>				
6197 - CE Solutions, INC	02-4th St Garage-Rehabilitation Work-serv. thru 2/15/19	BC 2019-02	03/08/2019	<u>20,377.49</u>
	Account 53650 - Other Repairs Totals		1	<u>\$20,377.49</u>
	Program 260000 - Main Totals		9	<u>\$31,899.33</u>
	Department 26 - Parking Totals		9	<u>\$31,899.33</u>
	Fund 452 - Parking Facilities(S9502) Totals		9	\$31,899.33
<b>Fund 454 - Alternative Transport(S6301)</b>				
Department 02 - Public Works				
Program 020000 - Main				
<b>Account 46060 - Other Violations</b>				
Paola Buttini Correa	14-overpayment pkg citations-		03/08/2019	<u>160.00</u>
	Account 46060 - Other Violations Totals		1	\$160.00
<b>Account 53110 - Engineering and Architectural</b>				
5637 - Shrewsberry & Associates, LLC	13-School Zone Enhancements Proj-Speed Flashers-1/26/19	BC 2017-100	03/08/2019	<u>1,885.79</u>
	Account 53110 - Engineering and Architectural Totals		1	<u>\$1,885.79</u>
	Program 020000 - Main Totals		2	<u>\$2,045.79</u>
	Department 02 - Public Works Totals		2	<u>\$2,045.79</u>
	Fund 454 - Alternative Transport(S6301) Totals		2	\$2,045.79
<b>Fund 601 - Cum Cap Development(S2391)</b>				
Department 02 - Public Works				
Program 020000 - Main				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 52330 - Street , Alley, and Sewer Material</b>				
50944 - Cargill Deicing Techno	20-de-icing salt-282.72 tons-2/12/19	BC 2018-63B	03/08/2019	26,691.60
50944 - Cargill Deicing Techno	20-de-icing salt-161.73 tons-2/6/19	BC 2018-63B	03/08/2019	15,268.93
50944 - Cargill Deicing Techno	20-de-icing salt-500.30 tons-2/11/19	BC 2018-63B	03/08/2019	47,233.34
50944 - Cargill Deicing Techno	20-de-icing salt-20.46 tons-2/8/19	BC 2018-63B	03/08/2019	1,931.63
50944 - Cargill Deicing Techno	20-de-icing salt-110.42 tons-2/8/19	BC 2018-63B	03/08/2019	10,424.76
50944 - Cargill Deicing Techno	20-de-icing salt-370.90 tons-2/18/2019	BC 2018-63B	03/08/2019	35,017.60
50944 - Cargill Deicing Techno	20-de-icing salt-128.06 tons-2/19/2019	BC 2018-63B	03/08/2019	12,090.15
50944 - Cargill Deicing Techno	20-de-icing salt-105.32 tons-2/20/2019	BC 2018-63B	03/08/2019	9,943.26
50944 - Cargill Deicing Techno	20-de-icing salt-103.38 tons-2/21/2019	BC 2018-63B	03/08/2019	9,760.10
19278 - Milestone Contractors, LP	20-Asphalt-2/14/19-315.50 tons/2/15/19-312.08 tons	BC 2018-34A	03/08/2019	<u>627.58</u>
	<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>		10	\$168,988.95
<b>Account 53110 - Engineering and Architectural</b>				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-12/1-12/31/2018	BC 2017-92	03/08/2019	<u>10,320.00</u>
	<b>Account 53110 - Engineering and Architectural Totals</b>		1	\$10,320.00
<b>Account 54310 - Improvements Other Than Building</b>				
399 - American Structurepoint, INC	13 - 7th St Multimodal Corridor Proj-1/1-1/31/2019	BC 2018-109	03/08/2019	<u>14,589.00</u>
	<b>Account 54310 - Improvements Other Than Building Totals</b>		1	\$14,589.00
<b>Account 54450 - Equipment</b>				
6768 - Crafco, INC (Paving Maintenance Supply)	20-Truck Mounted Marking Striper-partial payment		03/08/2019	<u>10,763.21</u>
	<b>Account 54450 - Equipment Totals</b>		1	\$10,763.21
	<b>Program 020000 - Main Totals</b>		13	<u>\$204,661.16</u>
	<b>Department 02 - Public Works Totals</b>		13	<u>\$204,661.16</u>
	<b>Fund 601 - Cum Cap Development(\$2391) Totals</b>		13	\$204,661.16
<b>Fund 730 - Solid Waste (\$6401)</b>				
<b>Department 16 - Sanitation</b>				
<b>Program 160000 - Main</b>				
<b>Account 52230 - Garage and Motor Supplies</b>				
4574 - John Deere Financial (Rural King)	16-20 bags of Oil Dri		03/08/2019	<u>99.80</u>
	<b>Account 52230 - Garage and Motor Supplies Totals</b>		1	\$99.80
<b>Account 52310 - Building Materials and Supplies</b>				
5819 - Synchrony Bank	19- Paper towel dispenser for Sanitation garage		03/08/2019	<u>102.61</u>
	<b>Account 52310 - Building Materials and Supplies Totals</b>		1	\$102.61
<b>Account 52420 - Other Supplies</b>				
313 - Fastenal Company	16-gloves for employees-12/31/2018		03/08/2019	230.23
313 - Fastenal Company	16-gloves for employees-1/31/2019		03/08/2019	<u>297.75</u>
	<b>Account 52420 - Other Supplies Totals</b>		2	\$527.98
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 1/12-2/11/2019		02/25/2019	<u>495.71</u>
	<b>Account 53210 - Telephone Totals</b>		1	\$495.71
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/14/2019		02/25/2019	<u>261.93</u>
	<b>Account 53510 - Electrical Services Totals</b>		1	\$261.93
<b>Account 53610 - Building Repairs</b>				
656 - B&L Sheet Metal and Roofing, INC	19-Service Agreement for Roof Repairs at Sanitation Facility	BC 2019-26	03/08/2019	3,600.00
32 - Cassidy Electrical Contractors, INC	19-Sanitation-replace single pole switch	BC 2019-23	03/08/2019	128.59
321 - Harrell Fish, INC	19-Sanitation-HVAC repairs		03/08/2019	<u>693.88</u>
	<b>Account 53610 - Building Repairs Totals</b>		3	\$4,422.47
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-2/20/2019		03/08/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/20/2019		03/08/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/13/2019		03/08/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/13/2019		03/08/2019	<u>4.62</u>
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		4	\$73.76
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees 1/2-1/29/19		03/08/2019	6,598.97
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-1/15-1/29/2019		03/08/2019	13,896.31



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	Account <b>53950 - Landfill</b> Totals		2	\$20,495.28
	Program <b>160000 - Main</b> Totals		15	\$26,479.54
	Department <b>16 - Sanitation</b> Totals		15	\$26,479.54
	Fund <b>730 - Solid Waste (S6401)</b> Totals		15	\$26,479.54
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52410 - Books</b>				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-1/5-2/4/19-Legal & Council		03/08/2019	981.90
3956 - West Publishing Corporation (Thomson Reuters)	10-credit for Inv. 0839782042		03/08/2019	(2.00)
3956 - West Publishing Corporation (Thomson Reuters)	10-credit for Inv. 0839782042		03/08/2019	(2.00)
3956 - West Publishing Corporation (Thomson Reuters)	10-credit for Inv. 0839782042		03/08/2019	(5.00)
3956 - West Publishing Corporation (Thomson Reuters)	10-credit for Inv. 0839782042		03/08/2019	(5.00)
	<b>Account 52410 - Books Totals</b>		5	\$967.90
<b>Account 52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	10-DVD disk drive-1/29/2019		03/08/2019	29.99
53442 - Paragon Micro, INC	10-DVD disk drive-1/29/2019		03/08/2019	29.99
	<b>Account 52420 - Other Supplies Totals</b>		2	\$59.98
<b>Account 53120 - Special Legal Services</b>				
608 - Krieg Devault, LLP	10-retainer agreement January 2019		03/08/2019	2,000.00
	<b>Account 53120 - Special Legal Services Totals</b>		1	\$2,000.00
<b>Account 53130 - Medical</b>				
5629 - Daniel Bitner	10-reimb. CDL physical-2019		03/08/2019	89.00
5974 - Jerry L Waldrige	10- reimb for physical for CDL		03/08/2019	85.00
	<b>Account 53130 - Medical Totals</b>		2	\$174.00
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	10-cell phone charges-Risk Dept-1/12-2/11/2019		02/25/2019	59.07
	<b>Account 53210 - Telephone Totals</b>		1	\$59.07
<b>Account 53990 - Other Services and Charges</b>				
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-J. Zeeks-Fire Pension Sec.		03/08/2019	75.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-N. Bolden-City Clerk		03/08/2019	105.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-D. Griffin-RDC		03/08/2019	75.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-W. Parker-Police Pension Sec.		03/08/2019	75.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-D. Walter-RDC		03/08/2019	75.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-S. Sgambelluri-RDC		03/08/2019	75.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-E. Sandweiss-RDC		03/08/2019	75.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-J. Underwood-City Controller		03/08/2019	900.00
1847 - Hylant of Indianapolis, LLC	10-Public Official Bond-M. Rickert-RDC		03/08/2019	75.00
	<b>Account 53990 - Other Services and Charges Totals</b>		9	\$1,530.00
	<b>Program 100000 - Main Totals</b>		20	\$4,790.95
	<b>Department 10 - Legal Totals</b>		20	\$4,790.95
	<b>Fund 800 - Risk Management(S0203) Totals</b>		20	\$4,790.95
<b>Fund 801 - Health Insurance Trust</b>				
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53990 - Other Services and Charges</b>				
18539 - Life Insurance Company Of North America	12-12-JAN 2019 Cigna LINA \$35,174.27		03/08/2019	4,248.30
	<b>Account 53990 - Other Services and Charges Totals</b>		1	\$4,248.30
<b>Account 53990.1278 - Other Services and Charges Disability LTD</b>				
18539 - Life Insurance Company Of North America	12-12-JAN 2019 Cigna LINA \$35,174.27		03/08/2019	6,841.79
	<b>Account 53990.1278 - Other Services and Charges Disability LTD Totals</b>		1	\$6,841.79
	<b>Program 120000 - Main Totals</b>		2	\$11,090.09
	<b>Department 12 - Human Resources Totals</b>		2	\$11,090.09
	<b>Fund 801 - Health Insurance Trust Totals</b>		2	\$11,090.09
<b>Fund 802 - Fleet Maintenance(S9500)</b>				
<b>Department 17 - Fleet Maintenance</b>				
<b>Program 170000 - Main</b>				





# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 52230 - Garage and Motor Supplies</b>				
50605 - Bauer Built, INC	17-stock tires		03/08/2019	2,680.00
	<b>Account 52230 - Garage and Motor Supplies Totals</b>		1	<u>\$2,680.00</u>
<b>Account 52240 - Fuel and Oil</b>				
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	03/08/2019	17,948.63
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	03/08/2019	15,598.84
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	03/08/2019	15,343.00
	<b>Account 52240 - Fuel and Oil Totals</b>		3	<u>\$48,890.47</u>
<b>Account 52320 - Motor Vehicle Repair</b>				
4150 - Alexander's LLC	17 -		03/08/2019	105.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#4131 windshield parts & labor		03/08/2019	160.00
4135 - Andy Mohr Truck Center	17 - #959 core credit		03/08/2019	(57.50)
4135 - Andy Mohr Truck Center	17 - #959 EGR Valve		03/08/2019	872.96
50605 - Bauer Built, INC	17-tire fees		03/08/2019	103.50
244 - Bloomington Ford, INC	17-#p130 exhaust tube and gaskets		03/08/2019	251.67
244 - Bloomington Ford, INC	17-#496 alternator		03/08/2019	524.58
244 - Bloomington Ford, INC	17-#407 weather stripping		03/08/2019	198.75
4335 - Circle Distributing, INC	17-stock brake parts		03/08/2019	808.55
4335 - Circle Distributing, INC	17-core return (17401)		03/08/2019	(75.00)
4335 - Circle Distributing, INC	17-#633 alternator		03/08/2019	547.68
4335 - Circle Distributing, INC	17-#517 fuel sensor		03/08/2019	39.31
5792 - Clark Truck Equipment Co., INC	17-stock		03/08/2019	2,543.47
5792 - Clark Truck Equipment Co., INC	17-#495 spreader motor		03/08/2019	333.65
21104 - Cummins Crosspoint, LLC	17-#340 water pump, thermostat		03/08/2019	256.88
21104 - Cummins Crosspoint, LLC	17-parts return credit /17382)		03/08/2019	(11.19)
594 - Curry Auto Center, INC	17-#621 steering link and tie rod		03/08/2019	523.90
455 - Industrial Service & Supply, INC	17-#951 orings		03/08/2019	.60
796 - Interstate Battery System of Bloomington, INC	17-stock batteries		03/08/2019	99.53
796 - Interstate Battery System of Bloomington, INC	17-#531 battery		03/08/2019	124.00
11672 - Jack Doheny Companies, INC	17 - #464 conveyor take up		03/08/2019	339.62
4439 - JX Enterprises, INC	17-#431 power steering filter		03/08/2019	19.99
4439 - JX Enterprises, INC	17-#443/stock		03/08/2019	45.99
4439 - JX Enterprises, INC	17-#443/stock		03/08/2019	45.99
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#962 mirror		03/08/2019	68.91
4693 - Monroe County Tire & Supply, INC	17-#662 tires		03/08/2019	961.00
53385 - O'Reilly Automotive Stores, INC	17-stock wipers		03/08/2019	44.58
53385 - O'Reilly Automotive Stores, INC	17-parts return credit (1146)		03/08/2019	(21.54)
6216 - Terminal Supply, INC	17-stock drill bits/fittings		03/08/2019	457.16
6216 - Terminal Supply, INC	17-#202 light bar		03/08/2019	545.65
582 - Town & Country Chrysler Dodge Jeep, INC	17-#856 overflow tank and cooler lines		03/08/2019	251.20
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-#423 treadle valve assy		03/08/2019	470.40
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17 - #423 wheel seals		03/08/2019	79.86
	<b>Account 52320 - Motor Vehicle Repair Totals</b>		33	<u>\$10,659.15</u>
<b>Account 52420 - Other Supplies</b>				
54351 - Sternberg, INC	17 - Navistar Engine Diagnostics		03/08/2019	484.26
5060 - TSL Enterprises, INC (Meyer Truck Equipment)	17 - shop tool plow programmer		03/08/2019	513.42
	<b>Account 52420 - Other Supplies Totals</b>		2	<u>\$997.68</u>
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 1/12-2/11/2019		02/25/2019	41.26
	<b>Account 53210 - Telephone Totals</b>		1	<u>\$41.26</u>
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/14/2019		02/25/2019	431.48
	<b>Account 53510 - Electrical Services Totals</b>		1	<u>\$431.48</u>
<b>Account 53610 - Building Repairs</b>				
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-electrical repairs to exhaust fan	BC 2019-18	03/08/2019	510.20
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-ran power for recept/lights on lift	BC 2019-18	03/08/2019	396.62
	<b>Account 53610 - Building Repairs Totals</b>		2	<u>\$906.82</u>



# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53620 - Motor Repairs</b>				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#4131 windshield parts & labor		03/08/2019	20.00
52607 - Jim's Custom Trim Shop	17-#856 seat repair		03/08/2019	165.00
4474 - Ken's Westside Service & Towing, LLC	17-#638 tow in to shop		03/08/2019	50.00
4474 - Ken's Westside Service & Towing, LLC	17-tows		03/08/2019	300.00
4474 - Ken's Westside Service & Towing, LLC	17-tows		03/08/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	17-tows		03/08/2019	50.00
4474 - Ken's Westside Service & Towing, LLC	17-tows		03/08/2019	75.00
<b>Account 53620 - Motor Repairs Totals</b>			7	<u>\$735.00</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/08/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/08/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/08/2019	66.70
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/08/2019	66.44
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			4	<u>\$164.92</u>
<b>Program 170000 - Main Totals</b>			54	<u>\$65,506.78</u>
<b>Department 17 - Fleet Maintenance Totals</b>			54	<u>\$65,506.78</u>
<b>Fund 802 - Fleet Maintenance(\$9500) Totals</b>			54	<u>\$65,506.78</u>
<b>Fund 804 - Insurance Voluntary Trust</b>				
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City URM		02/25/2019	253.51
17785 - The Howard E. Nyhart Company, INC	12-City URM		02/25/2019	378.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/25/2019	85.98
17785 - The Howard E. Nyhart Company, INC	12-City URM		02/26/2019	105.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/27/2019	655.35
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>			5	<u>\$1,478.82</u>
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City DDC		02/26/2019	809.00
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>			1	<u>\$809.00</u>
<b>Account 53990.1273 - Other Services and Charges Term Life</b>				
18539 - Life Insurance Company Of North America	12-12-JAN 2019 Cigna LINA \$35,174.27		03/08/2019	15,008.18
<b>Account 53990.1273 - Other Services and Charges Term Life Totals</b>			1	<u>\$15,008.18</u>
<b>Account 53990.1277 - Other Services and Charges Disability STD</b>				
18539 - Life Insurance Company Of North America	12-12-JAN 2019 Cigna LINA \$35,174.27		03/08/2019	9,076.00
<b>Account 53990.1277 - Other Services and Charges Disability STD Totals</b>			1	<u>\$9,076.00</u>
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/25/2019	9.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/27/2019	90.00
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>			2	<u>\$99.40</u>
<b>Program 120000 - Main Totals</b>			10	<u>\$26,471.40</u>
<b>Department 12 - Human Resources Totals</b>			10	<u>\$26,471.40</u>
<b>Fund 804 - Insurance Voluntary Trust Totals</b>			10	<u>\$26,471.40</u>
<b>Fund 978 - City 2016 GO Bond Proceeds</b>				
<b>Department 06 - Controller's Office</b>				
<b>Program 06016A - 2016 A Signal Modernization</b>				
<b>Account 54510 - Other Capital Outlays</b>				
208 - City Of Bloomington Utilities	13-Jordan River Culvert Proj-2nd to 4th-2/14/2019		03/08/2019	1,040.00
20 - Lochmueller Group, INC	13-17th/Dunn Intersection-services thru 12/31/2018	BC 2017-71	03/08/2019	6,746.93
<b>Account 54510 - Other Capital Outlays Totals</b>			2	<u>\$7,786.93</u>
<b>Program 06016A - 2016 A Signal Modernization Totals</b>			2	<u>\$7,786.93</u>
<b>Program 06016C - 2016 C Jackson Trail</b>				
<b>Account 54310 - Improvements Other Than Building</b>				
16 - Butler, Fairman & Seufert, INC	13-remaining balance on Invoice #83995	BC 2019-11	03/08/2019	118.07
<b>Account 54310 - Improvements Other Than Building Totals</b>			1	<u>\$118.07</u>
<b>Program 06016C - 2016 C Jackson Trail Totals</b>			1	<u>\$118.07</u>





# Board of Public Works Claim Register

Invoice Date Range 02/25/19 - 03/08/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department <b>06 - Controller's Office</b> Totals		3	<u>\$7,905.00</u>
	Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		3	<u>\$7,905.00</u>
			294	\$531,072.93



# Board of Public Works Claim Register

Invoice Date Range 02/20/19 - 02/20/19

Sales Tax-Utilities & Insurance

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 02 - Public Works										
Program 020000 - Main										
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	204562	10-Renewal Property Effective 1/1/2019-COB & 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	32,833.35
1847 - Hylant of Indianapolis, LLC	204560	10-Renewal Casualty Package-2019-COB & 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	71,550.30
1847 - Hylant of Indianapolis, LLC	204556	10-Renewal WC \$200,000x\$400,000-2019- 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	6,536.78
1847 - Hylant of Indianapolis, LLC	205131	10-Renewal-Workers Comp Excess-2019-COB 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	22,438.03
1847 - Hylant of Indianapolis, LLC	202036	10-Crime Renewal-2019-COB & Dispatch 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	2,493.57
1847 - Hylant of Indianapolis, LLC	202038	10-Excess Crime Renewal-2019-COB & Dispatch 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	1,991.39
1847 - Hylant of Indianapolis, LLC	204558	10-Renewal Umbrella-2019-COB & Dispatch 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	32,245.35
1847 - Hylant of Indianapolis, LLC	204559	10-Renewal Business Auto-2019-COB 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	68,429.00
								Account 53410 - Liability / Casualty Premiums Totals	Invoice Transactions 8	<u>\$238,517.77</u>
								Program 020000 - Main Totals	Invoice Transactions 8	<u>\$238,517.77</u>
								Department 02 - Public Works Totals	Invoice Transactions 8	<u>\$238,517.77</u>
<b>Department 06 - Controller's Office</b>										
Program 060000 - Main										
Account 43510 - Bicentennial SWAG Taxable (Retail)										
204 - State Of Indiana	Jan 19 Sales	18-January 19 Sales Tax	Paid by EFT # 27635		02/20/2019	02/20/2019	02/20/2019		02/20/2019	8.11
								Account 43510 - Bicentennial SWAG Taxable (Retail) Totals	Invoice Transactions 1	<u>\$8.11</u>
								Program 060000 - Main Totals	Invoice Transactions 1	<u>\$8.11</u>
								Department 06 - Controller's Office Totals	Invoice Transactions 1	<u>\$8.11</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 9	<u>\$238,525.88</u>
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3940NKNSR-020819	28-3940 N Kinser Pike-services 2/21-3/20/19	Paid by Check # 69185		02/20/2019	02/20/2019	02/20/2019		02/20/2019	117.98
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$117.98</u>
								Program 256000 - Services Totals	Invoice Transactions 1	<u>\$117.98</u>
								Department 25 - Telecommunications Totals	Invoice Transactions 1	<u>\$117.98</u>
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 1	<u>\$117.98</u>
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	93603608028-2719	02-10th & Union-traffic signal chas 1/9-2/7/19	Paid by Check # 69186		02/20/2019	02/20/2019	02/20/2019		02/20/2019	43.08
223 - Duke Energy	TRFSIGN-020819	02-Traffic Signal Summary electric bill-bill	Paid by Check # 69187		02/20/2019	02/20/2019	02/20/2019		02/20/2019	3,111.82
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 2	<u>\$3,154.90</u>
								Program 200000 - Main Totals	Invoice Transactions 2	<u>\$3,154.90</u>
								Department 20 - Street Totals	Invoice Transactions 2	<u>\$3,154.90</u>
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 2	<u>\$3,154.90</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	204562	10-Renewal Property Effective 1/1/2019-COB & 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	1,649.08
1847 - Hylant of Indianapolis, LLC	204560	10-Renewal Casualty Package-2019-COB & 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	6,813.79
1847 - Hylant of Indianapolis, LLC	204556	10-Renewal WC \$200,000x\$400,000-2019- 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	1,479.49
1847 - Hylant of Indianapolis, LLC	205131	10-Renewal-Workers Comp Excess-2019-COB 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	5,078.47
1847 - Hylant of Indianapolis, LLC	202036	10-Crime Renewal-2019-COB & Dispatch 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	241.66
1847 - Hylant of Indianapolis, LLC	202038	10-Excess Crime Renewal-2019-COB & Dispatch 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	193.00
1847 - Hylant of Indianapolis, LLC	204558	10-Renewal Umbrella-2019-COB & Dispatch 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	6,316.50
1847 - Hylant of Indianapolis, LLC	204559	10-Renewal Business Auto-2019-COB 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	21,724.00
								Account 53410 - Liability / Casualty Premiums Totals	Invoice Transactions 8	<u>\$43,495.99</u>
								Program 200000 - Main Totals	Invoice Transactions 8	<u>\$43,495.99</u>
								Department 20 - Street Totals	Invoice Transactions 8	<u>\$43,495.99</u>
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 8	<u>\$43,495.99</u>
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812334979002-19	02-Pkg Garages-phone charges 1/8-2/7/19-#812	Paid by Check # 69180		02/20/2019	02/20/2019	02/20/2019		02/20/2019	431.76
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$431.76</u>
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	204562	10-Renewal Property Effective 1/1/2019-COB & 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	6,000.00
1847 - Hylant of Indianapolis, LLC	204556	10-Renewal WC \$200,000x\$400,000-2019- 27627	Paid by EFT #		02/20/2019	02/20/2019	02/20/2019		02/20/2019	338.40

*Sales Inv*



# Board of Public Works Claim Register

Invoice Date Range 02/20/19 - 02/20/19

Sales Tax-Utilities & Insurance

1847 - Hylant of Indianapolis, LLC	205131	10-Renewal-Workers Comp Excess-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	1,161.60
1847 - Hylant of Indianapolis, LLC	204559	10-Renewal Business Auto-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	603.00
<b>Account 53410 - Liability / Casualty Premiums Totals</b>							Invoice Transactions 4	<b>\$8,103.00</b>
<b>Program 260000 - Main Totals</b>							Invoice Transactions 5	<b>\$8,534.76</b>
<b>Department 26 - Parking Totals</b>							Invoice Transactions 5	<b>\$8,534.76</b>
<b>Fund 452 - Parking Facilities(\$9502) Totals</b>							Invoice Transactions 5	<b>\$8,534.76</b>

### Fund 730 - Solid Waste (\$6401)

Department 16 - Sanitation

Program 160000 - Main

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	204562	10-Renewal Property Effective 1/1/2019-COB &	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	676.66
1847 - Hylant of Indianapolis, LLC	204560	10-Renewal Casualty Package-2019-COB &	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	4,114.02
1847 - Hylant of Indianapolis, LLC	204556	10-Renewal WC \$200,000x\$400,000-2019-	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	758.36
1847 - Hylant of Indianapolis, LLC	205131	10-Renewal-Workers Comp Excess-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	2,603.15
1847 - Hylant of Indianapolis, LLC	202036	10-Crime Renewal-2019- COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	146.22
1847 - Hylant of Indianapolis, LLC	202038	10-Excess Crime Renewal- 2019-COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	116.78
1847 - Hylant of Indianapolis, LLC	204558	10-Renewal Umbrella- 2019-COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	3,237.74
1847 - Hylant of Indianapolis, LLC	204559	10-Renewal Business Auto-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	10,514.00
<b>Account 53410 - Liability / Casualty Premiums Totals</b>							Invoice Transactions 8	<b>\$22,166.93</b>
<b>Program 160000 - Main Totals</b>							Invoice Transactions 8	<b>\$22,166.93</b>
<b>Department 16 - Sanitation Totals</b>							Invoice Transactions 8	<b>\$22,166.93</b>
<b>Fund 730 - Solid Waste (\$6401) Totals</b>							Invoice Transactions 8	<b>\$22,166.93</b>

### Fund 800 - Risk Management(\$0203)

Department 10 - Legal

Program 100000 - Main

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	204560	10-Renewal Casualty Package-2019-COB &	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	158.07
1847 - Hylant of Indianapolis, LLC	204556	10-Renewal WC \$200,000x\$400,000-2019-	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	31.01
1847 - Hylant of Indianapolis, LLC	205131	10-Renewal-Workers Comp Excess-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	106.43
1847 - Hylant of Indianapolis, LLC	202036	10-Crime Renewal-2019- COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	19.09
1847 - Hylant of Indianapolis, LLC	202038	10-Excess Crime Renewal- 2019-COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	15.23
1847 - Hylant of Indianapolis, LLC	204558	10-Renewal Umbrella- 2019-COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	132.38
1847 - Hylant of Indianapolis, LLC	204559	10-Renewal Business Auto-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	440.00
<b>Account 53410 - Liability / Casualty Premiums Totals</b>							Invoice Transactions 7	<b>\$902.21</b>
<b>Program 100000 - Main Totals</b>							Invoice Transactions 7	<b>\$902.21</b>
<b>Department 10 - Legal Totals</b>							Invoice Transactions 7	<b>\$902.21</b>
<b>Fund 800 - Risk Management(\$0203) Totals</b>							Invoice Transactions 7	<b>\$902.21</b>

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

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	204562	10-Renewal Property Effective 1/1/2019-COB &	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	753.17
1847 - Hylant of Indianapolis, LLC	204560	10-Renewal Casualty Package-2019-COB &	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	1,943.23
1847 - Hylant of Indianapolis, LLC	204556	10-Renewal WC \$200,000x\$400,000-2019-	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	166.64
1847 - Hylant of Indianapolis, LLC	205131	10-Renewal-Workers Comp Excess-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	571.99
1847 - Hylant of Indianapolis, LLC	202036	10-Crime Renewal-2019- COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	63.59
1847 - Hylant of Indianapolis, LLC	202038	10-Excess Crime Renewal- 2019-COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	50.79
1847 - Hylant of Indianapolis, LLC	204558	10-Renewal Umbrella- 2019-COB & Dispatch	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	711.43
1847 - Hylant of Indianapolis, LLC	204559	10-Renewal Business Auto-2019-COB	Paid by EFT # 27627	02/20/2019	02/20/2019	02/20/2019	02/20/2019	1,271.00
<b>Account 53410 - Liability / Casualty Premiums Totals</b>							Invoice Transactions 8	<b>\$5,531.84</b>
<b>Account 53540 - Natural Gas</b>								
222 - Vectren	51863666-020619	19-Fleet Maint-gas bill 1/7-2/6/19	Paid by Check # 69188	02/20/2019	02/20/2019	02/20/2019	02/20/2019	1,008.99
<b>Account 53540 - Natural Gas Totals</b>							Invoice Transactions 1	<b>\$1,008.99</b>
<b>Program 170000 - Main Totals</b>							Invoice Transactions 9	<b>\$6,540.83</b>
<b>Department 17 - Fleet Maintenance Totals</b>							Invoice Transactions 9	<b>\$6,540.83</b>
<b>Fund 802 - Fleet Maintenance(\$9500) Totals</b>							Invoice Transactions 9	<b>\$6,540.83</b>
<b>Grand Totals</b>							Invoice Transactions 51	<b>\$323,439.48</b>

**REGISTER OF SPECIAL CLAIMS**  
**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
	<b>Bank Fees</b>				
3/8/2019	Claims				531,072.93
2/20/2019	Special Utility Claims				323,431.37
	Month Of January HSA/WorkComp/MT & Gym/CIGNA				
2/20/2019	Sales Tax For January 2019				8.11
					<u>854,512.41</u>

*323,439.48*

**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 \$ 854,512.41

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

\_\_\_\_\_  
**Kyla Cox Deckard, President**

\_\_\_\_\_  
**Beth H. Hollingsworth, Vice-President**

\_\_\_\_\_  
**Dana Palazzo, Secretary**

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_