

Board of Public Works Meeting
May 28, 2019



**AGENDA
BOARD OF PUBLIC
WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday May 28, 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. CONSENT AGENDA

- 1. Approve Minutes 5 – 14 – 19**
- 2. Resolution 2019 – 40: Approve Use of Pushcart in the Public Right-of-Way (Kona Ice)**
- 3. Resolution 2019 – 41: Approve Renewal of Mobile Vendor in the Public Right-of-Way (Kona Ice #1)**
- 4. Resolution 2019 – 42: Approve Renewal of Mobile Vendor in the Public Right-of-Way (Kona Ice #2)**
- 5. Resolution 2019 – 51: Allow Mobile Vendor to Operate in the Public Right of Way (Wagyu Ninja)**
- 6. Approve Noise Permit for Comcast Business Advanced Film Screening Reception (Wednesday, June 5)**
- 7. Approve Service Agreement with Cummins Crosspoint, LLC, for Maintenance and Inspection of Generators at City Facilities**
- 8. Approve Payroll**

IV. NEW BUSINESS

- 1. Resolution 2019 – 52: Approve Switchyard Brewing Companies 1st Anniversary Block Party (Friday, May 31)**
- 2. Resolution 2019 – 53: Approve B-town Boom Fourth of July Celebration (Wednesday, July 3 – Thursday, July 4)**
- 3. Resolution 2019 – 54: Approve Request from Victoria Towers for Encroachment into the Public Right of Way at 221 E. Kirkwood Ave.**
- 4. Approve Preliminary Engineering Contract with Clark Dietz, Inc. for E. 3rd St. and Indiana Ave. Signal Project**
- 5. Approve Acceptance of Patterson Pointe Development Public Improvements**

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, May 14, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, Beth H. Hollingsworth presiding.

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

Present: Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Christina Smith – Public Works
Michael Large – Public Works
John Hewitt – Housing and Neighborhood Dev.
Jackie Moore – City Legal
Sara Gomez – Planning and Transportation
Neil Kopper – Planning and Transportation
Matt Smethurst – Planning and Transportation
Roy Aten – Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**TITLE VI
ENFORCEMENT**

John Hewitt, Housing and Neighborhood Development, presented Permission to Abate Property at 157 E. Kennedy Court. See meeting packet for details.

**Permission to Abate
Property at 157 E.
Kennedy Court**

Board Comments: Hollingsworth asked if he would like a continuous abatement. Hewitt agreed. Palazzo asked if the owner has responded. Hewitt said not to his knowledge.

Palazzo made a motion to approve Permission to Abate Property at 157 E. Kennedy Court. Hollingsworth seconded. Motion is passed.

CONSENT AGENDA

1. **Approve Minutes 4 – 30 – 19**
2. **Resolution 2019 – 44: Approve Renewal of Mobile Vendor in the Right-of-Way (812 BBQ)**
3. **Resolution 2019 – 45: Approve Renewal of Mobile Vendor in Right-of-Way (Kabab Gyros on Wheels)**
4. **Resolution 2019 – 46: Approve Bloomington Housing Authority's Family Night Out Event (Wednesday, May 29th)**
5. **Resolution 2019 – 47: Approve Rotary Club Race for Literacy 5K (Saturday, June 8th)**
6. **Resolution 2019 – 48: Approve Request From the ESD Department to Dispose of City Owned Surplus Property**
7. **Resolution 2019 – 49: Approve Block Party/Gallery Walk at 4th St. and Rogers St. (Friday, June 7th)**
8. **Resolution 2019 – 50: Approve Taste of Bloomington (Saturday, June 22nd)**
9. **Approve Payroll**

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

NEW BUSINESS

Sara Gomez, Planning and Transportation, presented to Approve Extension Request from Duke Energy for Temporary Road/Alley Closures on N. Morton St. between W. Kirkwood Ave. and W. 6th St. See meeting packet for more details.

Palazzo made a motion to Approve Extension Request from Duke Energy for Temporary Road/Alley Closures on N. Morton St. between W. Kirkwood Ave. and W. 6th St. Hollingsworth seconded. Motion is passed.

Approve Extension Request from Duke Energy for Temporary Road/Alley Closures on N. Morton St. between W. Kirkwood Ave. and W. 6th St. (Saturday, August 3rd)

Sara Gomez presented to Approve Request From Duke Energy for Lane Closure Extension on N. Smith Rd. See meeting packet for details.

Approve Request From Duke Energy for Lane Closure Extension on N. Smith Rd. (Monday, July 1st)

Board Comments: Hollingsworth asked if they're starting the work now. Gomez said there is no date, just sometime within the next two months.

Palazzo made a motion to Approve Request From Duke Energy for Lane Closure Extension on N. Smith Rd. Hollingsworth seconded. Motion is passed.

Sara Gomez presented to Approve Request for Temporary One Lane Closure on S. Walnut St., between W. 3rd St. and W. 4th St. from BRCJ Engineering. See meeting packet for details.

Approve Request for Temporary One Lane Closure on S. Walnut St., between W. 3rd St. and W. 4th St. from BRCJ Engineering (Monday, July 15th through Fall 2020)

Board Comments: Bill Riggert, BRCJ, came to answer any questions the Board had. Hollingsworth confirmed the dates with Riggert. Hollingsworth asked if they will be using message boards. Riggert said they will have a message board for the northbound lane closure on Walnut Street but the rest will be simple signs. Hollingsworth asked Riggert if he expects this to go well since it's a big demolition project. Riggert says he hopes so. Palazzo asked if the Transit Department had any issues with this project. Riggert said no. Hollingsworth confirmed the length of the project. Riggert said he anticipates 16 months. They're still working with Wilhelm Construction to get pricing for the demolition. Hollingsworth asked if CBU is involved. Riggert said that CBU has a sump pump in the basement, a storm drain on Walnut Street, and a water meter on 4th Street. They will coordinate with them once construction begins.

Palazzo made a motion to Approve Request for Temporary One Lane Closure on S. Walnut St., between W. 3rd St. and W. 4th St. from BRCJ Engineering. Hollingsworth seconded. Motion is passed.

Sara Gomez presented Approve Request from Crider & Crider, Inc., to Extend Lane Closure Restrictions on Range Rd. See meeting packet for details.

Palazzo made a motion to Approve Request from Crider & Crider, Inc., to Extend Lane Closure Restrictions on Range Rd. Hollingsworth seconded. Motion is passed.

Approve Request from Crider & Crider, Inc., to Extend Lane Closure Restrictions on Range Rd.

Neil Kopper presented Approve Amendment #1 to Preliminary Engineering with Crawford, Murphy, & Tilly, Inc., for the Moores Pike Sidewalk Project. See meeting packet for details.

Board Comments: Hollingsworth asked if they will start work once it gets approved by the Board. Kopper confirmed and said they have started on some of the work already.

Approve Amendment #1 to Preliminary Engineering with Crawford, Murphy, & Tilly, Inc., for the Moores Pike Sidewalk Project

Palazzo made a motion to Approve Amendment #1 to Preliminary Engineering with Crawford, Murphy, & Tilly, Inc., for the Moores Pike Sidewalk Project. Hollingsworth seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented to Approve Change Orders #1, #3, and #4 with Crider & Crider, Inc., for the Tapp/Rockport Roads Intersection Improvements Project. See meeting packet for details.

Board Comments: Hollingsworth asked if this utilizes federal funding with an 80/20 split. Smethurst confirmed.

Approve Change Orders #1, #3, and #4 with Crider & Crider, Inc., for the Tapp/Rockport Roads Intersection Improvements Project

Palazzo made a motion to Approve Change Orders #1, #3, and #4 with Crider & Crider, Inc., for the Tapp/Rockport Roads Intersection Improvements Project. Hollingsworth seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented to Approve Change Order #1 with Crider & Crider, Inc., for 10th St. Pedestrian Improvement Project. See meeting packet for details.

**Approve Change Order
#1 with Crider &
Crider, Inc., for 10th St.
Pedestrian
Improvement Project**

Board Comments: Hollingsworth asked if the payment will follow the approval of the Board. Aten confirmed. Palazzo asked if they are expecting any more change orders. Aten said no, this will be the last one.

Palazzo made a motion to Approve Change Order #1 with Crider & Crider, Inc., for 10th St. Pedestrian Improvement Project. Hollingsworth seconded. Motion is passed.

Aten presented to Approve Change Order #1 with E&B Paving, Inc., for E. Moores Pike/S. Clarizz Blvd. Pedestrian Crosswalk. See meeting packet for details

**Approve Change Order
#1 with E&B Paving,
Inc., for E. Moores
Pike/S. Clarizz Blvd.
Pedestrian Crosswalk
(Thursday, May 30th)**

Hollingsworth made a motion to Approve Change Order #1 with E&B Paving, Inc., for E. Moores Pike/S. Clarizz Blvd. Pedestrian Crosswalk. Cox Deckard seconded. Motion is passed.

**STAFF REPORTS &
OTHER BUSINESS**

Christina Smith, Public Works, wanted to let the public know there are three animal adoptions events around Bloomington. One of them is the Pop-Pup Puppy Adoption Event on May 14th from 4-6 P.M. in Bryan Park. On Tuesday, May 21st there will be a free dog training workshop. It is full, but because of the number of residents that are interested, they will be holding more events in the future. The last event, Adorable Adoptable, is Saturday, July 20th. It is a kid friendly event that will have dogs that are good with kids and family. It's an opportunity to find dogs that you wouldn't normally meet. Smith also wanted to highlight the Brighten B-town project. The completion of Zone 1 was completed on Monday, May 13th. The goal is to brighten and clean up the downtown Bloomington area. There are 10 zones all together. This started on April 1, and will end by the fall. Lastly, Smith wanted to mention that our street department is taking on a large paving project. They are paving North Dunn Street from Old SR 37 to State Road 45/46. It is much needed. We are working hard to make improvements to the community.

Palazzo made a motion to approve claims in the amount of \$2,356,881.73. Hollingsworth seconded. Motion is passed. Claims are approved.

**APPROVAL OF
CLAIMS**

Hollingsworth called for adjournment. Meeting adjourned at 5:58 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2019-40 Pushcart in Right of Way

Petitioner/Representative: Warren Stohler, Owner of Kona Ice of Bloomington Inc.

Staff Representative: Laurel Waters

Meeting Date: May 28, 2019

Warren Stohler, owner of Kona Ice of Bloomington Inc., has applied to renew Pushcart License to operate a pushcart in the Public Right of Way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling prepackaged ice cream.

This application is for one year beginning May 29, 2019, and ending May 28, 2020.

Staff is supportive of the request.

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



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	WARREN STOKER	
Title/Position:	OWNER/OPERATOR	
Date of Birth:	10/02/1953	
Address:	4610 HACKER CREEK RD	
City, State, Zip:	MARTINSVILLE IN 46151	
E-Mail Address:	WSTOKER@KONA-ICE.COM	
Phone Number:	765-610-5934	Mobile Phone: 317-363-7810

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 for the city.

Name:	N/A	
Address:	N/A	
City, State, Zip:	N/A	
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 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
WARREN STOLLER	4610 HACKER Creek Rd 46151
DEBBIE STOLLER	SAME

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	APRIL 27, 2016
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

SNOW CONES		
Planned hours of operation:	WHEN EVER SCHEDULE	
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 pushcart 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 Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate <i>Sending updated ins.</i>
<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 your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your 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) <i>N/A</i>
<input checked="" type="checkbox"/>	Picture of pushcart
<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

P.C.

For City Of Bloomington Use Only

Date Received: <i>4-1-19</i>	Received By: <i>D. Waters</i>	Date Approved:	Approved By: <i>[Signature]</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2019

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).

PRODUCER Northern Kentucky Insurance PO Box 357 Hebron KY 41048		CONTACT NAME: Amie Turner PHONE (A/C, No, Ext): (859) 586-8580 FAX (A/C, No): (859) 586-8616 E-MAIL ADDRESS: amie@cornerstoneinsllc.com	
INSURED Stohler Property Management LLC 4610 Hacker Creek Rd Martinsville IN 46151		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082	

COVERAGES

CERTIFICATE NUMBER: 2019-2020

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BZS57394938	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Identity Recovery \$ 25,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57394938	06/29/2019	06/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 North Morton St Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 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.

WARREN STOKER

Name, Printed

Warren Stoker

Signature

2/11/2019

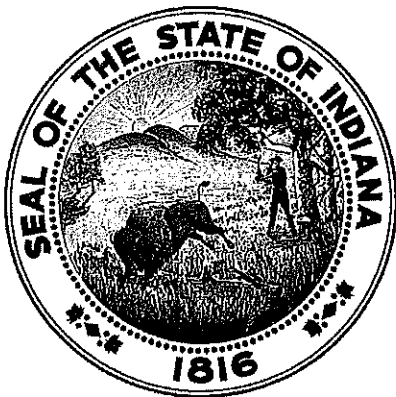
Date Release Signed

**State of Indiana
Office of the Secretary of State**

**Certificate of Incorporation
of
KONA ICE OF BLOOMINGTON 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 Monday, July 25, 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, July 25, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201607251151112 / 7362997

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/25/2016 11:34 AM

ARTICLE V - INCORPORATOR(S)

NAME Warren E Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

NAME Deborah J Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES 100

SIGNATURE

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 25, 2016**

SIGNATURE Warren E Stohler
TITLE Incorporator

SIGNATURE Deborah J Stohler
TITLE Incorporator

Business ID : 201607251151112
Filing No. : 7362997



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1900155217842

KONA ICE OF BLOOMINGTON INCORPORATED
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

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

000006



KONA ICE OF BLOOMINGTON INCORPORATED
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

TID: 0158439155

LOC: 001

FID: 81-2690958/0

ISSUED: 02/22/2019

EXPIRES: 12/31/2020

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

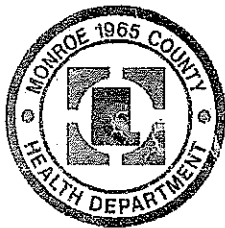
COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989
812-349-2542



KONA ICE MINI
DEBBIE & WARREN STOHLER
ART SANCTUARY
MARTINSVILLE, IN 46151

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 21 2019

By Thomas W. Sharpe

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts 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 Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- € No pushcart 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 pushcart serving food or beverages shall operate within fifty feet of any façade 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 pushcart is currently conducting business. The distance restriction only applies from an 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 pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts 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
- € No pushcart 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 pushcart 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 pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts 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 pushcart to locate on said property
- € No pushcart 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 pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- o Between the north side of Dodds Street and the south side of 2nd Street
- o Between the north side of 3rd Street and the south side of 4th Street
- o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: WARREN STOHLER

Signature: Warren Stohler

Date: 2/11/2019



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. 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 Pushcart 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:

- € Pushcart 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 pushcart 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 pushcart 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 pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- € Each pushcart 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 pushcart may make use of any public or private electrical outlet while in operation;
- € Each pushcart 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 pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - o Liquid from the pushcart 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 pushcart 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 pushcart
- € No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- € Each pushcart 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
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure
 - o Provide a barrier between the grill or device and the general public
 - o The spark, flame or fire shall not exceed 12 inches in height
 - o A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts 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 pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - o 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).
 - o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - o 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 Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: WARREN STOHLEN

Signature: Warren Stohle

Date: 2/11/2019





**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-40**

**Pushcart in Public Right of Way
Kona Ice of Bloomington, 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, Kona Ice of Bloomington Incorporated (“Vendor”) is applying for its Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090; and

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart from May 2, 2019, until April 30, 2019.

2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 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 Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business on a public sidewalk 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 on the public sidewalk.
- d. Vendor shall remove his business from the public sidewalk 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 on a public sidewalk.
- 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 4.30

RESOLUTION 2019-40

(Pushcarts), and (2) all applicable City 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 28th DAY OF MAY, 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 2019-40 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Warren Stohler, Owner
Kona Ice of Bloomington, Inc.

Date: _____

RESOLUTION 2019-40



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way

Petitioner/Representative: Warren Stohler, Owner of Kona Ice of Bloomington Inc.

Staff Representative: Laurel Waters

Meeting Date: May 28, 2019

Warren Stohler, owner of Kona Ice of Bloomington Inc., has applied to renew his Mobile Vendor License to operate his two food trucks. Mr. Stohler is seeking a Mobile Vender License for two food trucks at one time although Truck #1 is a new license and Truck #2 does not expire until July of 2019. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

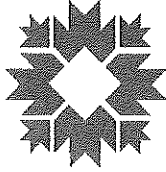
The business will operate two food trucks selling flavored, shaved ice.

Both applications are for one year: Truck #1 from May 29, 2019, until May 28, 2020, and Truck #2 from July 10, 2019, until July 9, 2020.

Staff is supportive of the request.

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

TRUCK # 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:	WARREN STOHLEK		
Title/Position:	OWNER		
Date of Birth:	10/02/1953		
Address:	4610 HACKER CREEK RD MARTINSVILLE, 46151		
City, State, Zip:	MARTINSVILLE IND 46151		
E-Mail Address:	WSTOHLEK@KONA-ICE.COM		
Phone Number:	317-363-7810	Mobile Phone:	765-610-5934

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:	N/A		
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 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
WARREN STOHLER	4610 HACKER CREEK RD 46151
DEBBIE STOHLER	SAME

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

Date of incorporation or organization:	APRIL 27, 2016
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

<i>Snow Cones</i>		
Planned hours of operation:	<i>10:00 AM → 12:00 AM usually various hrs</i>	
Place or places where you will conduct business (If private property, attach written permission from property owner):	<i>STREET AND AREAS INVITED, FOOD TRUCK (FRIDAY JORDAN DAVIS)</i>	
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"/>	<i>No</i> <input checked="" type="checkbox"/>
(If Yes) Provide details		

TRUCK #1

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

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

For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:

Kona Mobile 1
(KEV1)



State Form 46099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 3	ISSUE DATE 01/25/19	PUR DATE 06/27/16	COUNTY 55 - MORGAN	TP R	PL YR 19	PLATE XQJ527	PL TP SP	WEIGHT 11	PR YR 18	LS N	TYPE VA	PRIOR YR PL XQJ527
EXPIRATION DATE 01/31/20		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 16	MAKE CHE	MODEL EXP	VEHICLE IDENTIFICATION NUMBER 1GB0GRFF6G1279927			TYPE VA	COLOR BLU/	
CURRENT YEAR TAX	EXTAX 184.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 184.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00		TOTAL 254.35			
PRIOR YEAR TAX	EXTAX 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 IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000													



JS

Legal Address
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433



STOHLER PROPERTY MANAGEMENT LL
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

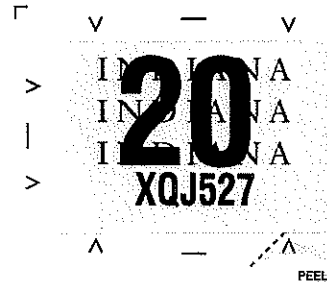


2944 2/3
0-

BATCH# 4079739 SEQUENCE# 2944 2/3

INSTRUCTIONS FOR APPLYING PLATE DECAL

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is less than -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under along dotted line.
5. Next, lift up corner of decal where card is crease.
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 application.



PEEL

TRUCK # 1

CITY OF BLOOMINGTON

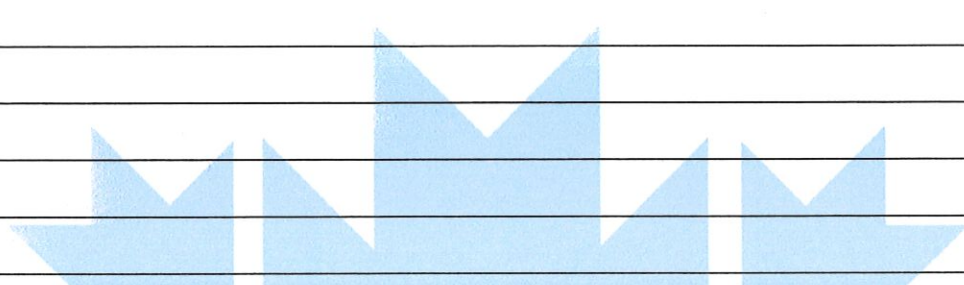
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Firestone Complete Auto
INSPECTOR'S NAME Brian Green INSPECTOR'S PHONE # 812-332-2119
DATE OF INSPECTION 4-8-19
TAXICAB COMPANY _____
VEHICLE YEAR 2016 MAKE CHEVY MODEL EXPRESS 3500
VIN 1GBDGRFF6G1279927

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

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

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



CITY OF BLOOMINGTON INDIANA

Mr. Cur

4-5-19

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)
03/13/2019

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).

PRODUCER Northern Kentucky Insurance PO Box 357 Hebron KY 41048		CONTACT NAME: Amie Turner PHONE (A/C, No, Ext): (859) 586-8580 FAX (A/C, No): (859) 586-8616 E-MAIL ADDRESS: amie@cornerstoneinsllc.com	
INSURED Stohler Property Management LLC 4610 Hacker Creek Rd Martinsville IN 46151		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2019-2020

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:	Y		BZS57394938	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57394938	06/29/2019	06/29/2020	GENERAL AGGREGATE \$ 4,000,000
	PRODUCTS - COMP/OP AGG \$						
	Identity Recovery \$ 25,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Underinsured motorist \$ 1,000,000						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 North Morton St Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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.

WARREN STOLER

Name, Printed

Warren Stoler

Signature

2/8/2019

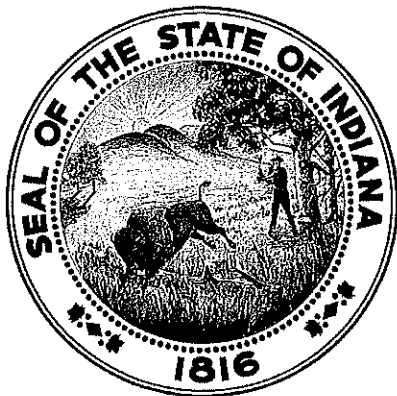
Date Release Signed

**State of Indiana
Office of the Secretary of State**

**Certificate of Incorporation
of
KONA ICE OF BLOOMINGTON 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 Monday, July 25, 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, July 25, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201607251151112 / 7362997

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/25/2016 11:34 AM

ARTICLES OF INCORPORATION

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

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201607251151112
BUSINESS TYPE Domestic For-Profit Corporation
BUSINESS NAME Kona Ice of Bloomington Inc
PRINCIPAL OFFICE ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME Warren E Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 07/25/2016

ARTICLE IV - PRINCIPAL(S)

TITLE Chairman
NAME Warren E Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

TITLE CEO
NAME Deborah J Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/25/2016 11:34 AM

ARTICLE V - INCORPORATOR(S)

NAME Warren E Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

NAME Deborah J Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES 100

SIGNATURE

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 25, 2016**

SIGNATURE Warren E Stohler
TITLE Incorporator

SIGNATURE Deborah J Stohler
TITLE Incorporator

Business ID : 201607251151112
Filing No. : 7362997



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER

1900155217842

KONA ICE OF BLOOMINGTON INCORPORATED
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

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

000006

KONA ICE OF BLOOMINGTON INCORPORATED
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

TID: 0158439155

LOC: 001

FID: 81-2690958/0

ISSUED: 02/22/2019

EXPIRES: 12/31/2020

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

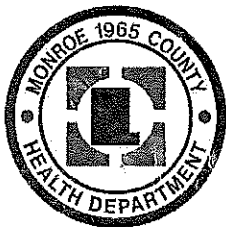
COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989
812-349-2542



KONA ICE BLOOMINGTON #2
WARREN STOHLER
ART SANCTUARY
MARTINSVILLE, IN 46151

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 21 2019

By Thomas W. Shaffer

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

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: WARREN STÖHLER

Signature: Warren Stöhl

Date: 2/8/2019

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:
 - 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;

- 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).

- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o 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.
- o 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: WARREN STOHLER

Signature: Warren Stohler

Date: 2/8/2019

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: 04/24/2019

Business Name: Kona Ice *TRUCK #1*

Address: 4610 HACKER CREEK RD
Truck 1
Martinsville, IN 46151

Phone: CELL 317-363-7810

The following permit has been issued:

Permit No. 190153

Type: FOOD Temporary Vender/Cooking

Issued Date: 04/24/2019

Effective Date: 04/24/2019

Expiration Date: 04/24/2020

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 for more information.

Inspector: Unknown Staff Member

Timothy K. Clapp

Date 04/24/2019



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-41**

**Mobile Vendor in Public Right of Way
Kona Ice of Bloomington Inc.
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, Kona Ice of Bloomington Inc. (“Vendor”) has applied for a Mobile Vendor License for Kona Ice Truck #1 under Bloomington Municipal Code 4.28; and

WHEREAS, Bloomington Municipal Code 4.28.030(b) requires vendors to obtain separate licenses for each mobile food vendor unit; and

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

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

WHEREAS, Vendor will not produce any type of spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vendor permit from the City of Bloomington Fire 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 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 May 1, 2019, and ending on April 30, 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

RESOLUTION 2019-41

Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.

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

ADOPTED THIS 28th DAY OF MAY 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

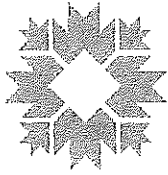
ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-41** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Warren Stohler, Owner
Kona Ice of Bloomington Inc.

Date: _____

RESOLUTION 2019-41

TRUCK #2



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: WARREN STOHLE
Title/Position: OWNER
Date of Birth: 10/02/1953
Address: 4610 HAWLEY CREEK RD MARTINSVILLE, 46151
City, State, Zip: MARTINSVILLE IND 46151
E-Mail Address: WSTOHLE@KONA-ICE.COM
Phone Number: 317-363-7810 Mobile Phone: 765-610-5934

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: N/A
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:

☒ Limited
Liability
Corporation
(LLC)

☐ Corporation

☐ Partnership

☐ Sole
Proprietor

☐ Other:

5. Company Officer Information

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

Name

Address

WARREN STOHLEN

4610 HACKER CREEK RD 46151

DEBBIE STOHLEN

SAME

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

Date of incorporation
or organization:

APRIL 27, 2016

State of incorporation
or organization:

INDIANA

(If Not Indiana) Date
qualified to transact
business in state of
Indiana:

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

Snow Cones

Planned hours of operation:

10:00 PM → 12:00 AM

Usually Various HRS

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 ☐

No ☒

(If Yes) Provide details

TRUCK #2

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*new insurance* ✓
- ☒ Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. ✓
- ☒ A copy of the business's registration with the Indiana Secretary of State.
- ☒ A copy of the Employer ID number
- ☒ A signed copy of the Prohibited Location Agreement ✓
- ☒ A signed copy of the Standards of Conduct Agreement ✓
- ☒ Fire inspection (if required) ✓
- ☒ Picture of truck or trailer ✓
- ☐ Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:

4-1-2019

Received By:

L. Waters

Date Approved:

4-2-2019

Approved By:

L. Waters

Kona Mobile 2
(1LEV2)



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
13	2	01/25/19	05/10/17	55 - MORGAN	R	19	YIZ311	SP	11	18	N	VA	YIZ311
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR			
01/31/20		NONE OF THE ABOVE		17	CHE	EXP	1GB0GRFF2H1208127		VA	BLU/			
CURRENT	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
YEAR TAX	225.00	0.00	0.00	225.00	25.00	0.00	45.35	0.00	295.35				
PRIOR	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE													
IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000													



JS

Legal Address
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433



STOHLER PROPERTY MANAGEMENT LL
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

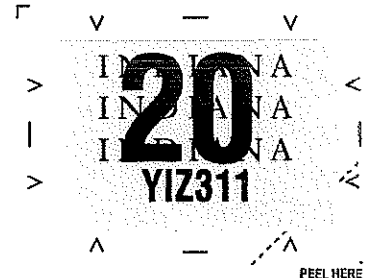


2945 3/3

0-

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



PEEL HERE

BATCH# 4070739 SEQUENCE# 2045 3/3

CITY OF BLOOMINGTON

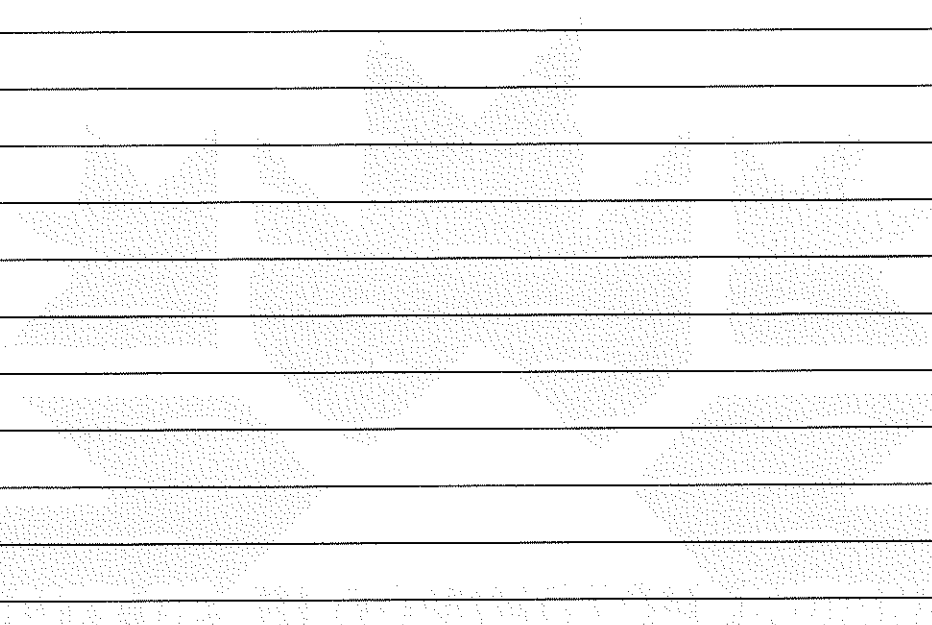
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Firestone Complete Auto
INSPECTOR'S NAME Brian INSPECTOR'S PHONE # 812-323-2119
DATE OF INSPECTION 2-11-19
TAXICAB COMPANY _____
VEHICLE YEAR 2017 MAKE Chevrolet MODEL Express 1500
VIN 1GB0GRFF2H1208127

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

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

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



Date: 2-11-19

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)

03/13/2019

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).

PRODUCER Northern Kentucky Insurance PO Box 357 Hebron KY 41048	CONTACT NAME: Amie Turner PHONE (A/C, No, Ext): (859) 586-8580 FAX (A/C, No): (859) 586-8616 E-MAIL: amie@cornerstoneinsllc.com ADDRESS:
INSURED Stohler Property Management LLC 4610 Hacker Creek Rd Martinsville IN 46151	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2019-2020

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:	Y		BZS57394938	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Identity Recovery \$ 25,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BAS57394938	06/29/2019	06/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ PER STATUTE OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 North Morton St Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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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.

WARREN STÖHLER

Name. Printed

Warren Stohler

Signature

2/8/2019

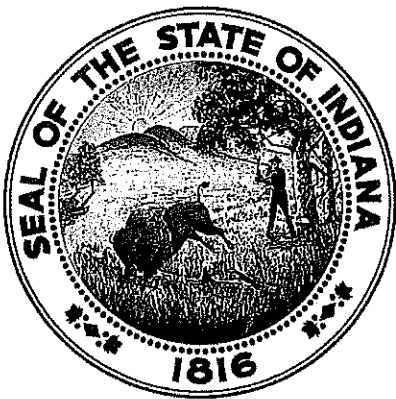
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
KONA ICE OF BLOOMINGTON 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 Monday, July 25, 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, July 25, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201607251151112 / 7362997

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/25/2016 11:34 AM

ARTICLE V - INCORPORATOR(S)

NAME Warren E Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

NAME Deborah J Stohler
ADDRESS 4610 Hacker Creek Road, Martinsville, IN, 46151, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES 100

SIGNATURE

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 25, 2016**

SIGNATURE Warren E Stohler
TITLE Incorporator

SIGNATURE Deborah J Stohler
TITLE Incorporator

Business ID : 201607251151112
Filing No. : 7362997

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: 09/06/2018

Business Name: Kona Ice TRK 2

Address: 4610 HACKER CREEK RD
TRUCK 2
TRUCK 2
Martinsville, IN 46151

Phone:

The following permit has been issued:

Permit No. 18--0124

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/06/2018

Effective Date: 09/06/2018

Expiration Date: 09/06/2019

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

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 9/6/2018



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1900155217842

KONA ICE OF BLOOMINGTON INCORPORATED
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

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

TID: 0158439155

LOC: 001

FID: 81-2690958/0

ISSUED: 02/22/2019

EXPIRES: 12/31/2020

000006



KONA ICE OF BLOOMINGTON INCORPORATED
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151-9433

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

COMMISSIONER

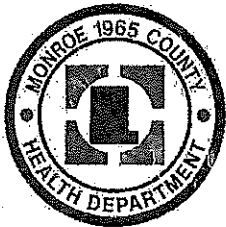
MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



KONA ICE BLOOMINGTON #2

WARREN STOHLER

ART SANCTUARY

MARTINSVILLE, IN 46151

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 21 2019

By Thomas W. Mangano

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

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: WARREN STAHLER

Signature: Warren Stahler

Date: 2/8/2019

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:
 - 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;

- 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: WARREN STOHLEN

Signature: Warren Stohlen

Date: 2/8/2019

TRUCK #2



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

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

Special Event Consent

This letter authorizes KONA ICE, to conduct solicitation
(Name of mobile vendor)
within one-block radius of the following Special Event: _____
(Name of Special Event)

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

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

Special Event Representative:

Name: _____

Signature: _____

Date: _____

Telephone Number: _____

Mobil Vendor:

Name: _____

Signature: _____

Date: _____

Telephone Number: 317-363-7810

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-42**

**Mobile Vendor in Public Right of Way
Kona Ice of Bloomington Inc.
Truck #2**

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, Kona Ice of Bloomington Inc. (“Vendor”) has sought renewal of a Mobile Vendor License for Kona Ice Truck #2 under Bloomington Municipal Code 4.28; and

WHEREAS, Bloomington Municipal Code 4.28.030(b) requires vendors to obtain separate licenses for each mobile food vendor unit; and

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

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

WHEREAS, Vendor will not produce any type of spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vendor permit from the City of Bloomington Fire 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 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 July 10, 2019, and ending on July 9, 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

RESOLUTION 2019-42

Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.

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

ADOPTED THIS 28th DAY OF MAY 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 **2019-42** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Warren Stohler, Owner
Kona Ice of Bloomington Inc.

Date: _____

RESOLUTION 2019-42



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way

Petitioner/Representative: Jeff Hanna, Owner of Wagyu Ninja LLC

Staff Representative: Laurel Waters

Meeting Date: May 28, 2019

Jeff Hanna, owner of Wagyu Ninja LLC, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling hamburgers, hotdogs, and french fries.

This application is for 6 months from May 29, 2019, through November 29, 2019.

Staff is supportive of the request.

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



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Jeff Hannu	
Title/Position:	owner	
Date of Birth:	1/2/62	
Address:	1655 E. Whisnand Road	
City, State, Zip:	Bltwn IN 47408	
E-Mail Address:	wagyninja@aol.com	
Phone Number:	812 322 0137	Mobile Phone: 812 322 0137

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:	Wagyo Ninja
Address of Employer:	1655 E. Whisnand Rd - 47408

City, State, Zip:	Bloomington IN 47408			
Employment Start Date:	3/15/19	End Date (If known):		
Phone Number:	812 322 0137			
Website / Email:	wagyninja.com			
Company is an:	<input checked="" type="checkbox"/> 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
Jeff Hanna	1655 E. Whisnand Rd
Jeffrey Hanna	"
Matt Weligmen	"

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

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

For City Of Bloomington Use Only

Received in ESD

Date Received:

MAY - 9 2018

Received By:

Lubbers

Date Approved:

P.P. Only 5-9-19

Approved By:

Lubbers

Festival General Contact Information

<u>Event</u>	<u>Dates</u>	<u>Contact Person</u>	<u>Phone Number</u>
Bloomington Farmers' Market	Every Saturday, April – November	Marcia Veldman, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Marcia Veldman, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681

Itinerant Merchant Contact Information

<u>Permit Issuer</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone Number</u>
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543

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

Hamburger, Hot dogs, French Fries	
Planned hours of operation:	11 AM to 9 PM
Place or places where you will conduct business (If private property, attach written permission from property owner):	Chocolate Moose Locations city right of way
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 checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

*

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle <i>will bring in when received via mail</i> <i>paperwork attached</i>
<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">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer <i>Prohibited Location Agreement</i> <i>Standard of Conduct</i>
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including a Food Service Establishment License or a Certified Food Handler

*



Bureau of Motor Vehicles
Customer Transaction Receipt
State Form 51717 (R / 4-16)



Branch: BLOOMINGTON STARS (313)
1531 S CURRY PIKE
BLOOMINGTON, IN 47403-2716

Date: 5/3/19

Time: 1:08:35 pm EDT

Visit ID: 238531102

Visit Customer: WAGYU NINJA LLC

Transactions

<u>Trans ID (PIN)</u>	<u>Trans Type</u>	<u>Trans Subtype</u>	<u>Amount</u>
309097122	Registration - New Motor Vehicle Registration	New	\$336.75
309096880	Title - Initial Title Issuance	New	\$15.00
Subtotal:			\$351.75
Sales/Use Tax:			\$283.50
Credit Applied:			\$0.00
Transaction Fee:			\$0.00
Total :			\$635.25

Payment Method	CREDIT	Amount	\$ 635.25	Authorization Number	748387
Merchant ID	313BMV	Card Type	VISA	Trans Sequence No	103279788
Terminal ID	2UA70520CM	Entry Method	S	Account Number	*****2896
Batch No	0				
Total Due:	\$635.25				
Amount Paid:	\$635.25				
Change Due:	\$0.00				

*****IMPORTANT NOTICE*****

If you do not receive your credential, registration or title within 14 days or you have questions regarding the print/mailling status of your credential, registration or title, please visit www.myBMV.com and create or log into your account or call the BMV Contact Center at 888-692-6841. You will be able to track the progress of your registration or title by using your Transaction ID PIN number listed above and calling 888-692-6841. Please allow 30 days to receive an approved Personalized License Plate.

You may renew your motorcycle learner's permit **only one time** for **one year**. If you do not obtain a motorcycle endorsement before the expiration of the renewed motorcycle learner's permit, you must wait one year to apply for a new permit (IC 9-24-8-3).

www.Facebook.com/inbmrv

www.Twitter.com/inbmrv

www.myBMV.com



**APPLICATION FOR CERTIFICATE OF TITLE FOR A VEHICLE**

State Form 205 (R10 / 11-18)

INDIANA BUREAU OF MOTOR VEHICLES

*This agency is requesting disclosure of your Social Security Number / Federal Identification Number in accordance with IC 4-1-8-1; disclosure is mandatory, and this record cannot be processed without it.

To be completed by a police officer, BMV official, or BMV certified dealer signee for out-of-state titles. I hereby certify that I personally examined the following vehicle and find the identification number to be as follows.				I swear or affirm that I am authorized to perform this transaction, and I agree to indemnify and hold harmless the Indiana BMV from any and all liability arising from this transaction.			
Vehicle Identification Number				I swear or affirm that the information that I have entered on this form is correct. I understand that making a false statement on this form may constitute the crime of perjury.			
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>				Applicant Signature: _____			
Year Make Model Type Date (mm/dd/yyyy)				Printed Name: _____			
Inspector's Printed Name and Title City				Applicant Signature: _____			
Inspector's Signature Badge, Branch, or Dealer Plate Number				Printed Name: _____			
				Date (mm/dd/yyyy): _____			
Transaction Number 05031931300058		Branch Number 313		Invoice Number		BMV Use Only MV-NON DEALER-BILL OF SALE	
Social Security Number / Federal Identification Number *				Name of Applicant WAGYU NINJA LLC		BMV Use Only	
Residence Address (number and street) 1655 E WHISNAND RD				City BLOOMINGTON		State ZIP Code IN 47408-9317	
Vehicle Identification Number 4UZAANCP54CL85319		Vehicle Year 2004		Vehicle Make FRT		Vehicle Model Vehicle Type CHA VA	
Odometer 0 M		EXEMPT					
Former Title Number B OF S		Purchase Date (mm/dd/yyyy) 04/04/2019		Lien (Y/N) 5		Speed (Y/N) Dealer Number No	
BMV Use Only							
Holder of First Lien, Mortgage, or Other Encumbrance / Special Mailing Address WAGYU NINJA LLC				Mailing Address (number and street) 1655 E WHISNAND RD			
City BLOOMINGTON				State IN		ZIP Code BMV Use Only 47408-9317	
Holder of Second Lien, Mortgage, or Other Encumbrance				Mailing Address (number and street)			
City		State		ZIP Code		License Number License Year Forms Use BMV Use Only LJ	
Gross Retail and Use Tax Affidavit - I/We hereby certify that sales or use tax on this vehicle was paid as indicated below.							
Selling Price \$ 4,050.00		Less Trade-In / Discount \$ 0.00 0.00		Amount Subject to Tax \$ 4,050.00		Amount of Tax Dealer Branch Exempt Exemption Code \$ 283.50 X N	

**CUSTOMER COPY**

• **INDIANA**
TEMPORARY REGISTRATION

1135979

Jun 2, 2019

4UZAANCP54CL85319

CITY OF BLOOMINGTON

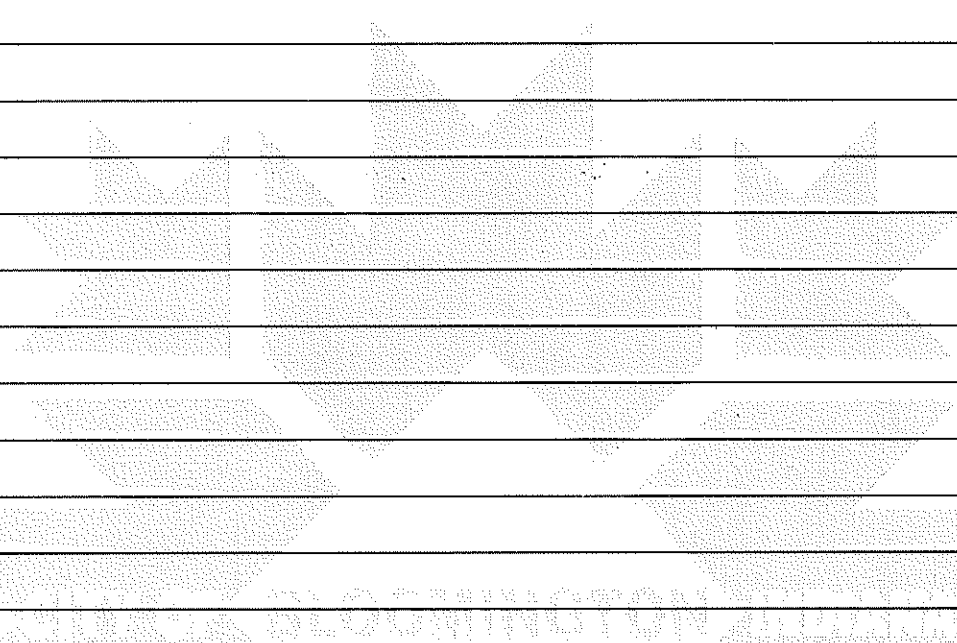
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Hanna Trucking, Inc.
INSPECTOR'S NAME Austin Johnson INSPECTOR'S PHONE # 812-339-3421
DATE OF INSPECTION 5-6-2019
TAXICAB COMPANY _____
VEHICLE YEAR 2004 MAKE Freightliner MODEL MT-45
VIN 4UZAANCPS4CL8531

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

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

Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3419



100% BLOOMINGTON INDIAN

2015

5-6-2019

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2019

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).

PRODUCER Robley Insurance Services 801 Loews Blvd., Ste. E Greenwood IN 46142	CONTACT NAME: Holly Coffman PHONE (A/C, No, Ext): (317) 865-0800 FAX (A/C, No): (317) 865-0898 E-MAIL ADDRESS: holly@robleyinsurance.com
INSURED Wagyu Ninja, LLC 1655 E Whisnand Road Bloomington IN 47408	INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 713

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CP5002571	05/06/2019	05/06/2020	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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA5002571	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						\$ \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington 401 N Morton St Ste 130 Po Box 100 Bloomington IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

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.

Jeff Hanna
Name, Printed

Jeff Hanna
Signature

3/20/19
Date/Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Amendment
of

WAGYU ON WHEELS OF INDIANA, LLC

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

The name following said transaction will be:

WAGYU NINJA LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, March 12, 2019.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 12, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201903071309214 / 8212856

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

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201903071309214
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME WAGYU ON WHEELS OF INDIANA, LLC
PRINCIPAL OFFICE ADDRESS 1655 E. Whisnand Rd, Bloomington, IN, 47408, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Jeffrey A. Hanna
ADDRESS 1655 E. Whisnand Rd, Bloomington, IN, 47408, USA
SERVICE OF PROCESS EMAIL xcavatingcorp@aol.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 03/07/2019
EFFECTIVE TIME 02:34PM

ARTICLE IV - PRINCIPAL(S)

TITLE Member
NAME Jeffrey A Hanna
ADDRESS 1655 E. Whisnand Rd, Bloomington, IN, 47408, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) No
IS THE LLC A SINGLE MEMBER LLC? No

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
03/12/2019 09:07 AM

SIGNATURE

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, AND THE ARTICLES OF ORGANIZATION.

THE UNDERSIGNED MANAGER OR MEMBER OF THIS LIMITED LIABILITY COMPANY EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS 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 **March 12, 2019**.

SIGNATURE

Jeffrey A. Hanna

TITLE

Member

Business ID : 201903071309214

Filing No. : 8212856

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/03/2019 12:41 PM

Business Details

Business Name: **WAGYU NINJA LLC** Business ID: **201903071309214**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **03/07/2019** Inactive Date:
Principal Office Address: **1655 E. Whisnand Rd, Bloomington, IN, 47408, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **03/31/2021**
Years Due:

Principal Information

Title	Name	Address
Member	Jeffrey A Hanna	1655 E. Whisnand Rd, Bloomington, IN, 47408, USA

Registered Agent Information

Type: **Individual**
Name: **Jeffrey A. Hanna**
Address: **1655 E. Whisnand Rd, Bloomington, IN, 47408, USA**

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
03/07/2019 02:38 PM

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 **March 7, 2019**.

SIGNATURE

Jeffrey A Hanna

TITLE

Member

Business ID : 201903071309214

Filing No : 8209212



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1900155855210

WAGYU NINJA LLC
1655 E WHISNAND RD
BLOOMINGTON, IN 47408-9317

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

TID: 0166190527
LOC: 001
FID: 83-3863856/0

ISSUED: 04/01/2019

EXPIRES: 03/31/2021

000109



WAGYU NINJA LLC
1655 E WHISNAND RD
BLOOMINGTON, IN 47408-9317

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 MONTHLY. Your business application indicated the start date of the business as 03/01/2019. Therefore, your first tax return & payment is due 04/30/2019.

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. When registering, use your preapproved INtax activation code, 8548D07F-BF56-0168-E053-0A13184030E1.

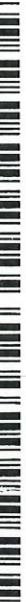
With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in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

1900155855210



61000001000001000109000109

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

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: Jeff Hanna

Signature: Jeff Hanna

Date: 3/28/19

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

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: _____

Jeff Hanna

Signature: _____

Jeff Hanna

Date: _____

3/28/19

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: 04/16/2019

Business Name: Wagyu Ninja

Address: 1655 E WHISNAND RD
Bloomington, IN 47408

Phone: CELL 812-322-0137

The following permit has been issued:

Permit No. 19-0149

Type: FOOD Temporary Vender/Cooking

Issued Date: 04/16/2019


Effective Date: 04/16/2019

Expiration Date: 04/16/2020

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 for more information.

Inspector: Tim Clapp



Date 4/16/2019

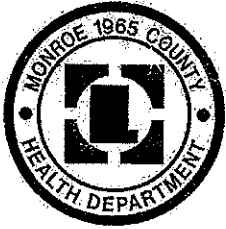


Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



WAGYU NINJA

Jeffrey Hanna

3603 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 MAY 08 2019

By Thomas W. Maypro

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

Monroe County Health Department
Environmental Division
119 W. 7th Street
Bloomington, IN 47404
Phone: 812-349-2542
Health Officer: Thomas W. Sharp, M.D.

Transaction Date: 5/8/2019

Receipt Num.: 19183

Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurrences	Fee Amount
Food Service License, Mobile	2019 MOBILE FOOD PERMIT FOR WAGYU NINJA	Check	001006	1.00	\$150.00
Total Received					\$150.00
Received From: WAGYU NINJA LLC					

Comments: RH

Services Provided on: 5/8/2019

Entered by: Rachel Henry

Thank You

MONROE COUNTY HEALTH DEPARTMENT
119 West Seventh St.
Bloomington, Indiana 47404-3989
812-349-2543

Establishment Name Waggin' Tails	Telephone Number () Establishment	Date of Inspection (mm/dd/yr) 5-9-19	ID # 910047
Establishment Address (number and street, city, state, ZIP code) 31003 W. Harte Road 46	() Owner		
Owner Jeffrey Hanna	Purpose:	Follow-up	Release Date 10 days
Owner's Address 0	1. Routine	Summary of Violations:	
Person in Charge Jeffrey Hanna	2. Follow-up	C <input checked="" type="checkbox"/> NC <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/>	
Responsible Person's E-mail	3. Complaint	Menu Type (See back of page)	
Certified Food Handler Email copy to me!	4. Pre-Operational	1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/>	
	5. Temporary		
	6. HACCP		
	7. Other (list)		

- | Section# | C/NC | R | Narrative | To Be Corrected By |
|----------|------|---|---|--------------------|
| | | | onsite for pre-opening inspection! | |
| | | | *mobile needs to purchase AAC sanitizer strips! | |
| | | | okay to operate by mdtid. | |
| | | | advisory: urban air! | |

CC

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-51**

**Mobile Vendor in Public Right of Way
Wagyu Ninja LLC**

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

WHEREAS, Jeff Hanna, owner of Wagyu Ninja LLC (“Vendor”), intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, 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; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for six months beginning on May 29, 2019, and ending on November 29, 2019.

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

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

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

RESOLUTION 2019-51

- 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 28th DAY OF MAY, 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 **2019-51** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jeff Hanna, Owner
Wagyu Ninja LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Comcast's Advanced Film Screening Reception

Petitioner/Representative: Athena Global Advisors, Ashley Farace

Staff Representative: Christina Smith

Meeting Date: May 28, 2019

Event Date: Wednesday, June 5, 2019

Comcast Business is holding a reception in the parking lot of across from Buskirk-Chumley Theater on Wednesday, June 5th from 5:00 p.m. to 6:30 p.m. which will include food and amplified music. Immediately following the reception, the group will view an advance film screening of Secret Life of Pets 2 at the Buskirk-Chumley Theater.

This event will benefit the theater and staff supports the noise permit request.

Recommendation: ☒ Approval by Christina Smith



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

Event and Noise Information

Name of Event: Comcast Business Secret Life of Pets Reception
Location of Event: Parking lot across from Buskirk Chumley Theater
Date of Event: Wed June 5th
Calendar Day of Week: Wednesday
Time of Event: Start: 6:00pm
End: 6:30pm
Description of Event: Private reception for invited Comcast Business clients to enjoy food + fun before screening of The Secret Life of Pets 2
Source of Noise: ☐ Live Band ☐ Instrument ☒ Loudspeaker ☐ Will Noise be Amplified?
Is this a Charity Event? ☐ Yes ☒ No If Yes, to Benefit: DS

Applicant Information

Name: Ashley Farace
Organization: Athena Global Advisors Title: Manager
Physical Address: 30 S 15th St 4th floor Philadelphia, PA 19102
Email Address: afarace@athenaglobaladvisors.com Phone Number: 856-906-9926
Signature: Ashley Farace Date: 5/15/19

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.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

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 Comcast Business Film Reception held in the parking lot across from the Buskirk Chumley Theater on Wednesday, June 5th from 5:00 p.m. to 6:30 p.m.

The Board of Public Works meeting to hear this request will be Tuesday, May 28th. 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 Comcast Business Film Reception will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:



Board of Public Works Staff Report

Project/Event: Service Contract with Cummins, Inc. for Maintenance and Inspection of Generators at City Facilities

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: May 28, 2019

This contract is for maintenance and inspection of generators at City facilities. We requested a sole source contract on the basis of Cummins being the manufacturer of the generators. The manufacturer of 8 out of 9 generators we have is Onan, which is owned by Cummins, Inc. These generators are located at critical facilities such as fire station, BPD headquarters, and the BPD Dispatch Center. It was determined by staff that it would be in the City's best interest to have the manufacturer perform inspections, preventative maintenance, and service with OEM parts. This single source contract was approved by the City Controller

Staff recommends awarding the contract to Cummins, Inc. in the amount of \$8,090.43.

Respectfully submitted,

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



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

Auction Purchase
Licensing Agreement☐
☐Equipment Compatibility
Governmental Discount☐
☐GSA Special Pricing
Single/Sole Source☐
☒

No response to RFQ/ITB

☐Email this Request Form to Jeff Underwood: underwoj@bloomington.in.gov

- 1) Request Date 4/9/19
- 2) Requestor Name J. D. Boruff
 Department Public Works
 Telephone and E-mail 812-325-2952
- 3) Value of Proposed Contract or Purchase \$ 8,090.43
 Recommended Vendor Cummins, Inc.
 Budget Line Fire \$3,918.49, City Hall \$1,206.23, Fleet \$976.49, Police \$976.49 Transit \$1,012.74

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Cummins is the manufacturer of 8 of the 9 generators at City facilities. Given the critical nature of these generators to Emergency Services, we feel it makes sense to use factory services representatives as well as original OEM parts on these units.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

Cummins will perform preventative maintenance as described in this contract. They are also our vendor for service work on the generators.

Detail the research performed to determine this purchase method is the best solution for the city.

As stated before, we feel it is important to use factory service representatives and parts to insure proper operation of the generators. This also makes us compliant with all remaining factory warranties on the units.

Describe why this vendor and solution was chosen.

As stated above, Cummins is the manufacturer of the generators. The contract is with their regional service center that covers our area.

Approved By:

Jeffery H. Underwood
 Jeffery H. Underwood
 Controller

4/22/19
 Date

AW
 Department Head

4/20/19
 Date

PROJECT NAME: Planned Equipment Maintenance Services

AGREEMENT FOR PLANNED EQUIPMENT MAINTENANCE SERVICES

This Agreement, entered into on this 1st day of April, 2019, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Cummins Crosspoint, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City facilities.**

WHEREAS, the Board requires the services of a professional consultant in order to **perform regular equipment maintenance for the City's power generation system**, 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:

Task 1: Planned Equipment Maintenance.

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. Each task assigned under this Agreement shall be described in Exhibit A. 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 City 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: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City's Operation and Facility Director shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Operation and Facility Director shall not unreasonably withhold his approval as to the adequacy of such performance.

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 the Operation and Facility Director, to serve as the Board's representative for the project. The Board's representative 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: **Eight Thousand Ninety Dollars and Forty-Three Cents (\$8,090.43).**

These 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 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.

Article 8. 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 9. 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 subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all third party claims, demands, and allegations and the damages, costs, expenses or other liability in connection therewith, 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 11. 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 combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Operation & Facility Dir.
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Cummins Crosspoint, LLC
Attn: Jeffrey Flodder
3661 West Morris St.
Indianapolis, IN 46241

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

Article 20. 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 21. 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.

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

Article 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. The written warranties shall be exclusive and in lieu of all other representations and warranties, express or implied; and any implied warranty of merchantability or fitness for particular purpose is expressly excluded. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, 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 subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the Board terminates the contract, the Consultant or subconsultant is liable to the Board for actual damages.

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

Article 24. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Consultant has not engaged in any collusive conduct.

Article 25: Renewal: Consultant may give written notice to the Department on or before December 31, 2020, of its desire to renew this Agreement for an additional one (1) year term. In the event that Consultant provides the Department with notice of its desire to renew the Agreement, the Department and Contractor may agree to a one (1) year renewal of this Agreement ("First Renewal"), which if agreed upon would extend the term of this Agreement to December 31, 2020. If a First Renewal is entered, Consultant may give written notice to the Department on or before December 31, 2020, of its desire to renew this Agreement for an additional one (1) year term. In the event that Contractor provides the Department with notice of its desire, the Department and Contractor may agree to an additional one (1) year term of this Agreement ("Second Renewal"), which, if agreed upon, would extend the term of this Agreement to December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington
Board of Public Works

Consultant

Cummins Crosspoint, LLC

By:

Kyla Cox Deckard
President

Jeffrey J. Flodder
Account Manager

By:

Adam Wason, Director
Public Works Department

By:

Philippa M. Guthrie
Corporation Counsel

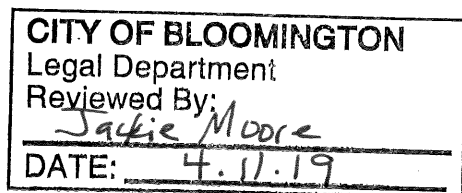


EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the planned equipment maintenance services for City facilities identified below.



Sales and Service

Cummins Inc.
3621 West Morris Street
Indianapolis, IN 46241
Phone: (317) 244-7251
Fax: (317) 240-1215

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

City of Bloomington	Name: James (JD) Boruff	Quote Date:	1/18/2019
401 N Morton Facility	Phone: 8123493439	Quote Expires:	3/19/2019
Attn: James Boruff	Cell:	Quote ID:	QT-5886
Po Box 100	Fax:	Quoted By:	Ryan Richardson
Bloomington, IN 47402	E-mail: boruffj@bloomington.in.gov	Quote Term:	1 Year
Customer #: 494450			
Payment Type: Pay As You Go			

Site Name: BLOOMINGTON PUBLIC TRANS

(130 W GRIMES LANE BLOOMINGTON IN 47403)

Unit Name: BLOOMINGTON PUBLIC	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Onan	1	October	Inspection	1	\$321.40	\$321.40
Model: DSHAD	1	April	Full Service	1	\$691.34	\$691.34
S/N: G130536560	Year 1 Total: \$1,012.74					
Size: 230kW						
ATS Qty: 0						
Notes:						

Site Name: CITY HALL

(401 N MORTON ST BLOOMINGTON IN 47402)

Unit Name: CITY HALL	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Onan	1	October	Inspection	1	\$321.40	\$321.40
Model: DFCE - 3382607	1	April	Full Service	1	\$884.83	\$884.83
S/N: K990026629	Year 1 Total: \$1,206.23					
Size: 400kW						
ATS Qty: 0						
Notes:						

Site Name: FIRE STATION #2

(210 S YANCY LN BLOOMINGTON IN 47402)

Unit Name: FIRE STATION #2	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Kohler	1	October	Inspection	1	\$269.89	\$269.89
Model: 45RZG	1	April	Full Service	1	\$490.74	\$490.74
S/N: 0694441	Year 1 Total: \$760.63					
Size: 45kW						
ATS Qty: 0						
Notes:						

Site Name: FIRE STATION #3

(800 N WOODLAWN AVE BLOOMINGTON IN 47404)

Unit Name: FIRE STATION #3	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Onan	1	October	Inspection	1	\$269.89	\$269.89
Model: GGDB						

S/N: L030585230
 Size: 20kW
 ATS Qty: 0
 Notes:

1	April	Full Service	1	\$445.15	\$445.15
Year 1 Total:\$715.04					

Site Name:FIRE STATION #4

(2201 E 3RD ST BLOOMINGTON IN 47402)

Unit Name: FIRE STATION #4
 Make: Onan
 Model: GGHG
 S/N: C050753879
 Size: 85kW
 ATS Qty: 2
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	October	Inspection	1	\$269.89	\$269.89
1	April	Full Service	1	\$445.15	\$445.15
Year 1 Total:\$715.04					

Site Name:FIRE STATION #5

(1987 S HENDERSON AVE BLOOMINGTON IN 47402)

Unit Name: FIRE STATION #5
 Make: Onan
 Model: GGHE
 S/N: C050753880
 Size: 60kW
 ATS Qty: 0
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	April	Inspection	1	\$269.89	\$269.89
1	October	Full Service	1	\$445.15	\$445.15
Year 1 Total:\$715.04					

Site Name:FIRE STATION HQ

(300 E 4TH STREET BLOOMINGTON IN 47008)

Unit Name: FIRE STATION HQ
 Make: Onan
 Model: DSHAD-1643870
 S/N: J160105380
 Size: 230kW
 ATS Qty: 2
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	April	Inspection	1	\$321.40	\$321.40
1	October	Full Service	1	\$691.34	\$691.34
Year 1 Total:\$1,012.74					

Site Name:FLEET MAINTENANCE

(336 SOUTH MAIN ST BLOOMINGTON IL 61701)

Unit Name: FLEET MAINTENANCE
 Make: Onan
 Model: DGFA
 S/N: B040599784
 Size: 150kW
 ATS Qty: 0
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	October	Inspection	1	\$321.40	\$321.40
1	April	Full Service	1	\$655.09	\$655.09
Year 1 Total:\$976.49					

Site Name:POLICE STATION

(220 EAST 3RD STREET BLOOMINGTON IN 47402)

Unit Name: POLICE DEPT
 Make: Other
 Model: 97A06858-5
 S/N: 2038753

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	October	Inspection	1	\$321.40	\$321.40

Size:	125kW	1	April	Full Service	1	\$655.09	\$655.09
ATS Qty:	2						Year 1 Total:\$976.49
Notes:							

Total Agreement Amount:* **\$8,090.43**
****Quote does not include applicable taxes***



Cummins Inc.
3621 West Morris Street
Indianapolis, IN 46241
Phone: (317) 244-7251

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

City of Bloomington	Name: James (JD) Boruff	Quote Date:	1/18/2019
401 N Morton Facility	Phone: 8123493439	Quote Expires:	3/19/2019
Attn: James Boruff	Cell:	Quote ID:	QT-5886
Po Box 100	Fax:	Quoted By:	Ryan Richardson
Bloomington, IN 47402	E-mail: boruffj@bloomington.in.gov	Quote Term:	1 Year
Customer #: 494450			
Payment Type: Pay As You Go			

Total Agreement Amount:* **\$8,090.43**

**Quote does not include applicable taxes*

Comment:

Service Schedule for 2019:

Full Services in April & Inspections in October

Total Agreement Amount Does Not Include Applicable Taxes. Please call (317) 244-7254 or Email pmadmin@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Inc.
Attn: PEM Administration Group
2601 Fortune Circle E Drive, 300C
Indianapolis, IN 46241
Phone: (317) 244-7254
Fax: (317) 486-5282
Email: pmadmin@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations. Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. Termination. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

Power Generation System Planned Equipment Maintenance

INSPECTION

(MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR)

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts; observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant
- Optional -coolant sampling*

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed*

*NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock
- Replace control battery-annually (if applicable)

FULL SERVICE (INCLUDES INSPECTION)

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional - oil sample for laboratory analysis*

*Additional Charge

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Crosspoint, LLC. Any additional repairs, maintenance or service performed by Cummins Crosspoint, LLC for a Planned Equipment Maintenance Agreement holder will be at current Cummins Crosspoint, LLC labor rates.

Additional Services and Repairs

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Eight Thousand Ninety Dollars and Forty-Three Cents (\$8,090.43).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within one (1) calendar year according to the times included in Exhibit A, following Consultant's receipt of a Notice to Proceed.

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT E

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 _____)

Subscribed and sworn to before me this _____ day of _____, 2019.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/24/2019	Payroll				429,162.48
					<u>429,162.48</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 429,162.48

Dated this 28 day of May 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

Project/Event: Switchyard Brewing Company 1st Anniversary Block Party

Petitioner/Representative: Kurtis Cummings – Switchyard Brewing Company

Staff Representative: Sean Starowitz

Meeting Date: May 28, 2019

Friday, May 31, 2019 Switchyard Brewing Company will be hosting their 1st Anniversary Block Party.

Organizers are requesting the closure of 400 block of West 9th from the alley to North Walnut Street beginning at 9:00 a.m. for set up and until 3:00 a.m. on Saturday, June 1, 2019 which will allow for clean up after the 5:00 p.m. – 11:30 p.m. event. The Block party to celebrate Switchyard Brewing Company's 1st anniversary and includes neighbor businesses. The street party will include live entertainment, non-profit and local business booths, and food trucks.

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

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

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



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Kurtis Cummings		
Contact Phone:	812-287-8295	Mobile Phone:	812-606-9312
Title/Position:	Owner		
Organization:	Switchyard Brewing Company		
Address:	419 N Walnut St.		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	kurtis@switchyardbrewing.com		
Organization E-Mail and URL:	www.switchyardbrewing.com		
Org. Phone No:	812-287-8295	Fax No:	n/a

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

Organization Name:	Bloomington Playwright's Project – Brad Schiesser		
Address:	107 W 9 th St		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	bppwrite@newplays.org		
Phone Number:	8123341188	Mobile Phone:	574-261-0580
	We will be using their bathrooms, guests can tour and learn more		
Organization Name:	Master Rental – Deron Levin		
Address:	2002 W 3rd St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	deron@masterrental.com		
Phone Number:	812-330-0600	Mobile Phone:	317-402-7299
Organization Name:	Pilis Party Taco - Armando		
Address:			
City, State, Zip:			
E-Mail Address:	PilisPartyTaco@hotmail.com		
Phone Number:		Mobile Phone:	812-272-2776

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, May 31, 2019	
Time of Event:	Date: 5/31/19 Start: 5:00PM Date: 6/1/19 End: 11:30PM	
Setup/Teardown time Needed	Date: 5/31/19 Start: 9:00AM Date: 6/1/19 End: 3:00AM	
Calendar Day of Week:	Friday/Saturday	
Description of Event:	1 st Year Anniversary Block Party including beer tents, live entertainment, non-profit and local business booths, and food trucks.	
List of Street Closures (If applicable)	9 th St between Alley behind Bloomington Playrights / Switchyard Brewing and North Walnut St.	
Expected Number of Participants:	300-500	Expected # of vehicles (Use of Parking Spaces to close): NO parking spaces need to be closed

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

NOT APPLICABLE FOR THIS EVENT

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

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

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

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

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

6. CHECKLIST

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

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

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

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		

Waste and Recycling Management Plan

Event name: Switchyard Brewing Company One Year Anniversary Block Party

Number of expected attendees: 300-500









Number of food vendors: 3

Number of other vendors: 5-7

Designated waste and recycling manager: Rod Armes, Switchyard Maintenance Supervisor

Event map:



	Level III Barcade		Beer & Wine Tent		Indiana Geological Society		Community Booths
	Safety & Security		Water Station		Food Trucks		Trash & Recycling



Level III Baracade



Beer & Wine Tent



Indiana Geological Society



Community Booths



Safety & Security



Water Station



Food Trucks

Switchward Brewing
one-year
Anniversary
Block Party

Targeted waste:

Type of waste	Collection plan
Plastic beer/wine/water cups	Recycling
Food Waste	Designated Composting Bins from JB Waste & Disposal
Mixed Paper	Trash bins / recycling bins

*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: Pre-meeting information meeting for staff working the event, we will collect all trash on a rotating basis throughout the event, carry it up the alley behind BPP / Switchyard, and place in our dumpsters.

Vendor and volunteer education and training: We will have a mandatory informational pre-meeting on Thursday, May 30 at 7:00 PM for all food vendors, 7:30 PM for staff

Materials and supplies: Bins, signage, trash cans, recycling and trash bags, dumpster, dump truck for overflow

Designation of duties:

Rod Arnes – Waste & Maintenance
Kristin Cummings – Event Director
Kurtis Cummings – Logistics
Jeff Hall – Beer & Wine Logistics

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Switchyard Brewing Company's One Year Anniversary Block Party.

The Board of Public Works meeting to hear this request will be MAY 28, 2019. 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 Switchyard Brewing Company's One Year Anniversary Block Party will be on file and may be examined in the Public Works office on the Friday (May 24, 2019) prior to the Tuesday (May 28, 2019) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: SWITCHYARD BREWING COMPANY
DATE: WEDNESDAY, MAY 1, 2019



SWTC-1

OP ID: MT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2019

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).

PRODUCER First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Garth Goodlett	812-331-3230	CONTACT NAME: Mindy Teach PHONE (A/C, No, Ext): 812-331-3230 FAX (A/C, No): 812-331-3233 E-MAIL ADDRESS: mindyt@figprotects.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Company		
INSURER B: Cincinnati Casualty Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Switchyard Holdings dba
Switchyard Brewing
Attn: Kurtis Cummings
419 N Walnut St
Bloomington, IN 47404

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 <input type="checkbox"/> OTHER:	Y		ETD 0492024	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD 0492024	05/26/2018	05/26/2019	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ETD 0492024	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EWC 0473867	01/23/2019	01/23/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ETD 0492024	05/26/2018	05/26/2019	Aggregate Occurrence \$ 2,000,000 \$ 1,000,000

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

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

CERTIFICATE HOLDER

CITY-13

City of Bloomington
401 N Morton St
Post Office Box 100
Bloomington, IN 47402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Emergency Management Plan

Event: Switchyard One Year Anniversary Block Party

Location: 9th Street, between North Walnut & North/South Alleyway

Date: 31 May 2019 **Time:** 1700-2330

Event On Site Emergency Contact:

Kurtis Cummings, Owner

Cell: 812-606-9312

kurtis@switchyardbrewing.com

Switchyard Brewing Company is dedicated to providing a safe, family-friendly environment to all of our guests and vendors.

Whereas alcohol will be served at the event, Switchyard and our entire team has a clean track record of serving alcohol with no violations from the Indiana Excise Police. Besides our standard coworker training, we will host a mandatory information & training session for all staff working the event on Thursday, May 30th at 1930 hrs.

Included in this training will be a full review of the event, including pre-plan discussions covering all the risks listed on page two of this plan.

Besides a Licensed LEO at the event, we will also have two Licensed EMT's standing by for any medical emergencies. We maintain our own AED (Automatic Emergency Defibrillator) in the brewery.

Severe Wx Evacuation Plan:

Continual monitoring of current wx conditions is essential, as with any risk, prevention is key. In the event of inclement weather, the event will be cancelled.

If, while the event is underway, severe wx occurs, all attendees will be evacuated to Bloomington Playrights Project and Switchyard Brewing Company, where existing emergency management plans are currently in place for such events.

I am currently an Indiana licensed Firefighter / EMT, and I respectfully submit this Emergency Management Plan to the City of Bloomington for official review. If you have any questions or comments, please feel free to contact me.



Emergency Management Plan

Event: Switchyard One Year Anniversary Block Party

Location: 9th Street, between North Walnut & North/South Alleyway

Date: 31 May 2019 **Time:** 1700-2330

Hazard Identification, Risk Assessment; Prevention Risk & Reduction

Hazard / Risk	Potential Harm or Loss	Probability (Rate 1-5)	Impact (Rate 1-5)	Prevention/Risk Reduction Actions	Is Risk Managed?
Over-Crowding	Emergency responder and public safety jeopardized	2	4	Type II barricades and continually monitor capacity	Yes
Severe Weather	Public Safety	4	5	As event approaches, monitor Wx forecast during event, continually monitor Wx conditions and live-radar	Yes
Severe Intoxication	Public Safety, Property Damage	2	4	Only licensed, Switchyard trained bartenders will be pouring alcohol within established guidelines and policies in specific designated areas continually monitoring and evaluating guests' level of intoxication paid, Indiana licensed LEO on premise during festival	Yes
Medical Emergency - Trauma and/or Medical	Emergency Responder / Public Safety	2	4	Continually monitor festival, two way radio communication for emergency situation notification, two Indiana licensed EMT's on standby during event	Yes
Active Shooter	Emergency Responder / Public Safety	2	5	Licensed Indiana LEO on premise, 2 way radio communication, continually monitoring during festival	Yes
Fire	Emergency Responder / Public Safety	2	4	Fire extinguishers readily available, continual monitoring of audio equipment, ensuring all food vendors/trucks are properly licensed	Yes



Sean Starowitz <starowis@bloomington.in.gov>

Fwd: Tourism Alcohol Permit

1 message

Kurtis Cummings <kurtis@switchyardbrewing.com>
To: Sean Starowitz <starowis@bloomington.in.gov>

Wed, May 1, 2019 at 6:46 PM

Sean,

See below, we are using one of our Small Brewer Tourism alcohol permits for this festival

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

From: **Lang, Brian** <blang@atc.in.gov>
Date: Wed, May 1, 2019 at 18:43
Subject: Re: Tourism Permit
To: Kurtis Cummings <kurtis@switchyardbrewing.com>
CC: Deaton, Christine E (ATC) <CDeaton1@atc.in.gov>

Approved

Lieutenant Brian Lang
Indiana State Excise Police
District #4
651 S. Commerce Dr.
Seymour, IN. 47274
Phone: 812-523-8314
Fax: 812-522-5681
FBI NA 253rd

On May 1, 2019, at 4:30 PM, Kurtis Cummings <kurtis@switchyardbrewing.com> wrote:

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Lt. Lang,

We would like to request the use of a tourism permit for the following event:

Event Name:
Switchyard 1 Year Anniversary North Side Block Party

Event Date/Time:
Friday, May 31, 2019 1700 hrs - 2330 hrs

Event Location:
9th Street between North Walnut & N/S Alleyway behind Switchyard / Bloomington Playrights Project
Bloomington, Indiana

Multiple other Indiana artisans and vendors will be on site sampling/tasting/selling their products at community booths, alongside community partners and non-profits

If you need any other information, please let me know!

Kurtis Cummings

Founder, President at Switchyard Brewing Company

5/8/2019

City of Bloomington, Indiana Mail - Fwd: Tourism Alcohol Permit



A [419 North Walnut Street, Bloomington, IN 47404](#)

P 812-287-8295 **M** 812-606-9312 **E** kurtis@switchyardbrewing.com

W <http://www.switchyardbrewing.com/>



#ShareOurCraft



Kurtis Cummings

Founder, President at Switchyard Brewing Company

A [419 North Walnut Street, Bloomington, IN 47404](#)

P 812-287-8295 **M** 812-606-9312 **E** kurtis@switchyardbrewing.com

W <http://www.switchyardbrewing.com/>



#ShareOurCraft



May 6, 2019

**BLOOMINGTON
PLAYWRIGHTS
PROJECT**

107 West 9th Street
Bloomington, IN 47404
(812) 334.1188

NEWPLAYS.ORG

BOARD

John Whikehart, *President*
Ray Hedin, *Vice President*
Von Welch, *Treasurer*
Ellee Spier, *Co-Secretary*
Esther Smail, *Co-Secretary*
Robert Arrove
Pat Brantlinger
David Chadwick
Michael Engber
Sandra Freund
Valeri Haughton-Motley
David Martin
Rob Shakespeare

STAFF

Chad Rabinovitz
Producing Artistic Director

Brad Schiesser
Managing Director

Maddie Burton
Box Office Manager

Mallory Elver
*Marketing and Development
Associate*

Susan Jones
Literary Manager

Sonja Johnson
*Volunteer Development
Associate*

Bloomington City Hall
501 N Morton St.
Bloomington, IN 47401

Dear Board of Public Works,

For the last year Switchyard Brewing has been a fantastic neighbor and I fully support their plan to shut down 9th street to have a community block party that would further bring together a series of downtown businesses on the edge of BEAD space.

From day one, the owners of Switchyard have come in with a community focus. They have become partners with businesses in the area, created a culture of philanthropy, and run an ethical business that treats employees exceptionally well. They even go as far as to offer PTO for volunteer hours worked at community nonprofits. This community focus is what separates Switchyard from many of the other downtown businesses and why I am proud to have them as a neighbor and a partner.

If you have any questions, please feel free to call me at (812) 334-1188 or email me at brad@newplays.org.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Schiesser', written over a horizontal line.

Brad Schiesser
Managing Director
Bloomington Playwrights Project

May 3, 2019

Board of Public Works
City of Bloomington
Bloomington, IN

To Whom It May Concern:

Please let this serve as my letter of support for Switchyard Brewing Company to host a northside block party on 9th Street between Walnut & College Avenue. This area is immediately next to our office.

We have been fortunate enough to have known and worked with both Kurtis and Kristin Cummings for the past nearly 10 years as Kristin served as a Big Sister in our program (where Kristin received Big Sister of the Year). Being a "Big" requires a thorough background check along with stringent guidelines within our program. Both Kurtis and Kristin are of the highest moral character.

In addition to being wonderful volunteers, Switchyard has been a wonderful neighbor. They have allowed us to have recruiting events in their facility, and continue to give back to not only our organization but several organizations through their "Positive Pints" program.

Finally, we are kicking off a BIG recruitment campaign for our program in June, and this block party would allow us to have an audience of potential volunteers in which we could share information about our agency, which would make a significant and positive impact on our recruiting campaign.

I couldn't think of a more positive event to occur in this area that would not only help us significantly, but also enhance the north side of town.

Please let me know if you have any questions at all.

Sincerely,



Danell Witmer
Executive Director

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Switchyard Brewing Company's One Year Anniversary Block Party.

The Board of Public Works meeting to hear this request will be MAY 28, 2019. 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 Switchyard Brewing Company's One Year Anniversary Block Party will be on file and may be examined in the Public Works office on the Friday (May 24, 2019) prior to the Tuesday (May 28, 2019) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: SWITCHYARD BREWING COMPANY
DATE: WEDNESDAY, MAY 1, 2019

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-52**

SWITCHYARD 1ST ANNIVERSARY BLOCK PARTY

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

WHEREAS, the Switchyard Brewing Company is organizing the Switchyard 1st Anniversary Party, on Friday, May 31, 2019, to take place in the 400 block of West 9th Street ; and

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

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Switchyard Brewing Company may close West 9th Street between alley behind Bloomington Playwrights/Switchyard Brewing to North Walnut Street to vehicular traffic from 9:00 am Friday, May 31, 2019 until 3:00 a.m. on Saturday, June 1, 2019 for the purpose of staging a block party for the general public.
3. Switchyard Brewing Company shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Switchyard Brewing Company shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
5. Switchyard Brewing Company shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Switchyard Brewing Company agrees no closure shall occur before 9:00 a.m. on Friday, May 31, 2019, and remove barricades by 3:00 a.m. on Saturday, June 1, 2019.
6. The City of Bloomington will provide and set up jersey style water filled barricades not

before 9:00 a.m. on May 31, 2019. Jersey style water filled barricades will be removed as part of clean-up.

7. Switchyard Brewing Company will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 5:00 p.m. and 11:30 p.m. on Friday, May 31, 2019.
9. Switchyard Brewing Company shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Switchyard Brewing Company shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Switchyard Brewing Company, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 28 DAY OF MAY 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

SWITCHYARD BREWING COMPANY:

Signature

Printed Name, Title

Date



Board of Public Works Staff Report

Project/Event: Request to use W Kirkwood Street for Cook Group & CFC Properties
4th of July Event

Staff Representative: Sean Starowitz

Petitioner/Representative: Rebecca Ellison

Date: May 28th, 2019

Report: Cook Group & CFC Properties is requesting to use West Kirkwood Street and 6th Street between North College Avenue and North Walnut Street from 6:00 a.m. until midnight on Wednesday, July 3, 2019, for Cook Group & CFC Properties in order to provide an area for pre-firework show festivities to help increase community involvement by adding day activities leading up to the show. The event will run from 5:00 p.m. to 10:00 p.m. It's a family friendly event with face painting, food trucks and a band. Noise Waiver included in Resolution.

Nearby business have been notified of this meeting.

Recommend Approval by Sean Starowitz



**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:	Rebecca Ellison		
Contact Phone:	812.332.0053	Mobile Phone:	812.327.5638
Title/Position:	Marketing Specialist		
Organization:	CFC Properties		
Address:	320 W 8 th Street		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	Rebecca.ellison@cfcproperties.com		
Organization E-Mail and URL:	www.cfcproperties.com		
Org Phone No:	812.332.0053	Fax No:	

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

Organization Name:	Jordan Davis, Food Truck Coordinator		
	Expect 14 Food Trucks		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:	317.439.3903	Mobile Phone:	
Organization Name:	Live Band		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	DJ		
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	
Organization Name:	The Tap (Chris Martin)		
Address:	101 N College Avenue		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	chris@finneyhospitality.com		
Phone Number:	317.340.4648	Mobile Phone:	
Organization Name:	Oliver Winery (Darcie Casey)		
Address:	200 E. Winery Rd.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	dcasey@oliverwinery.com		
Phone Number:	812.935.9257	Mobile Phone:	765.265.1935
Organization Name:	Function Brewery (Steve Llewellyn)		
Address:	108 E 6th St		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	arlynn@functionbrewing.com		
Phone Number:	812.676.1000	Mobile Phone:	812.325.3003
Organization Name:	Rosie the Clown – Roseann Levy		
Address:			
City, State, Zip:			
E-Mail Address:	rosann2@icloud.com		
Phone Number:	917.744.3660	Mobile Phone:	
Organization Name:	Karin Kovich, Caricature Artist		
Address:			
City, State, Zip:			
E-Mail Address:	karkovich@yahoo.com		
Phone Number:	812.336.0924	Mobile Phone:	
Organization Name:	Caricature Artist #2		
Address:			
City, State, Zip:			
E-Mail Address:	karkovich@yahoo.com		
Phone Number:	812.336.0924	Mobile Phone:	
Organization Name:	Callie the Clown – Terri Horne (Face Painter)		
Address:			
City, State, Zip:			
E-Mail Address:	calliethelclown@gmail.com		
Phone Number:	812.219.0141	Mobile Phone:	
Organization Name:	Yvonne Harmon (Face Painter) – Sweet Pea Parties		

Address:			
City, State, Zip:			
E-Mail Address:	ygold1@icloud.com		
Phone Number:	317.435.9611	Mobile Phone:	

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	July 3, 2019		
Time of Event:	Date: July 3	Start: 5pm	Date: End: 10pm
Setup/Teardown time Needed	Date: July 3	Start: 6am	Date: End: 11:59pm
Calendar Day of Week:	Wednesday		
Description of Event:	<p>B-Town Boom Block Party</p> <p>Cook Group and CFC Properties, in partnership with the City of Bloomington, are once again hosting the fireworks and block party festivities in downtown Bloomington taking place on July 3rd, 2019. In regards to the block party, pre-firework show festivities, this year we plan on increasing community involvement by expanding the size of the event, number of activities, and by encouraging the local downtown restaurants to participate.</p>		
List of Street Closures (If applicable)	Kirkwood Avenue and 6 th Street, both between Walnut Street and College Avenue.		
Expected Number of Participants:	2,000	Expected # of vehicles (Use of Parking Spaces to close): 29	

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

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

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

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

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

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

6. CHECKLIST

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

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

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

For City Of Bloomington Use Only

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

Waste and Recycling Management Plan Template

Event name: B-Town Boom

Number of expected attendees: 2,000

Number of food vendors: 14 Food Trucks

Number of other vendors: 3 Alcohol Vendors, 2 Face Painters, 2 Character Artists

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 B-Town Boom Block Party (festivities leading up to the fireworks show) taking place on Kirkwood Avenue and 6th Street (both between Walnut Street and College Avenue) on July 3rd from 5pm – 10pm.

The Board of Public Works meeting to hear this request will be May 28, 2019. 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.

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

**BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA**

PETITIONER:

DATE:

Contact Information- Other

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



APPLICATION FOR AMUSEMENT ENTERTAINMENT PERMIT

State Form 42235 (R10 / 3-18)

DEPARTMENT OF HOMELAND SECURITY
DIVISION OF FIRE AND BUILDING SAFETY
FIRE AND BUILDING CODE ENFORCEMENT
302 West Washington Street, Room E241
Indianapolis, Indiana 46204
Telephone: (317) 232-2222
Fax: (317) 233-0307

- INSTRUCTIONS:**
1. If non-exempt, include appropriate fee with this application. See page 2 for Permit Fees.
 2. If claiming exempt status, please submit State Form 56400, Amusement and Entertainment Fee Exemption.
 3. Include an updated plan.
 4. Make all payments payable to the Indiana Department of Homeland Security.
 5. Return completed form and payment to the agency at the above address.

FACILITY INFORMATION			
Type of facility:	<input type="checkbox"/> Theater <input type="checkbox"/> Assembly Hall	<input type="checkbox"/> Dance Hall <input type="checkbox"/> Roller Rink	<input type="checkbox"/> Night Club <input type="checkbox"/> Lodge Hall
	<input type="checkbox"/> Cabaret <input type="checkbox"/> Carnival / Fair	<input type="checkbox"/> Special Event <input type="checkbox"/> Gymnasium	<input type="checkbox"/> Haunted House <input checked="" type="checkbox"/> Other (specify) <u>Block Party</u>
Name of facility	B-Town Boom		County Monroe
Address of facility (number and street, city, state, and ZIP code) Kirkwood Avenue and 6th Street (between College Ave. and Walnut St.) Bloomington, IN 47404			
Specific room floor or number	Description of facility Street		
Closest intersecting street or road Kirkwood Ave. & College Ave / 6th St. & College Ave		Direction from intersection <input type="checkbox"/> North <input type="checkbox"/> South <input checked="" type="checkbox"/> East <input type="checkbox"/> West	
APPLICANT INFORMATION			
Type of applicant <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Lessee	Name of applicant CFC Properties		Telephone number (812) 332-0053
Address of applicant (number and street, city, state, and ZIP code) 320 W. 8TH St. Ste 200 Bloomington, IN 47402			
Name of person to contact for inspection Mark Webb		E-mail address mark.webb@cfcproperties.com	Telephone number (812) 332-0053
Address of contact person (number and street, city, state, and ZIP code) 320 W. 8th St. Ste 200 Bloomington, IN 47402			
ANNUAL PERMIT INFORMATION			
Type of permit request (This event will be going on all year, daily, nightly, or weekends.) <input checked="" type="checkbox"/> Annual Event Endorsement	Dates (month, day, year) and hours of event July 3, 2019, 6a - 1159p	Occupant load 2000+	For renewal, please provide: AE # _____
Description of activities / event (Please use additional sheet to list events, if needed.) Live Music, Food Trucks, Alcohol Vendors			
SPECIAL ENDORSEMENT INFORMATION			
Type of permit request (One time event; additional to annual.) <input type="checkbox"/> Special Event Endorsement	Dates (month, day, year) and hours of event	Occupant load	AE # _____ you are applying under (Must first have an annual permit.)
Name of event and description of activities. (Use separate sheet, if needed. Please attach all floor and site plans as required by 675 IAC 12-9-3(a)(2).)			
EVENT DETAILS			
Is there going to be (check appropriate box): <input checked="" type="checkbox"/> Stage: <input checked="" type="checkbox"/> Temporary <input checked="" type="checkbox"/> Outdoor <input type="checkbox"/> Canopy <input checked="" type="checkbox"/> Tent <input checked="" type="checkbox"/> Outdoor Stage Equipment			
APPLICATION CERTIFICATION			
I, or we, <u>Mark Webb</u> , hereby certify, under penalty of perjury, that the information contained in this application is true and accurate to the best of my(our) knowledge and belief and that the operation of the place of amusement or entertainment or events described above will conform in every respect and at all times with the laws, rules, and regulations of the Fire Prevention and Building Safety Commission and will not be used for other purposes except as herein stated.			
Signature <u>Mark Webb</u>		Date (month, day, year) 5-21-19	

FOR OFFICE USE ONLY					
Permit number	Fee identification number	Type of permit	Fee amount \$	Type of payment	Year of permit

PERMIT FEES

Fees are based on the occupancy load and the number of seating configurations or arrangements covered by the application. See 675 IAC 12-3-8.

If you are a location where your occupant load is based entirely on fixed seating, and all planned amusement or entertainment activities covered by this application will utilize a single floor plan, your fee will be based on the Category A fee schedule only.

If your planned amusements or entertainments will utilize more than one seating configuration or arrangement, or your occupant load is not based entirely on fixed seating, your fee will be determined by adding your totals from the Category A and Category B fee schedules.

If you are applying for a Special Event Endorsement, disregard Category A and Category B.

Amusement and Entertainment permit and inspection fee authority: IC 22-12-6-7 Affected: IC 22-12-6; IC 22-14-3-4.

CATEGORY A

Please check the appropriate box.

- | | |
|---|--|
| <input type="checkbox"/> 1 - 99 Persons = \$99.00 | <input checked="" type="checkbox"/> 1,000 - 4,999 Persons = \$203.00 |
| <input type="checkbox"/> 100 - 499 Persons = \$134.00 | <input type="checkbox"/> 5,000 - 9,999 Persons = \$237.00 |
| <input type="checkbox"/> 500 - 999 Persons = \$168.00 | <input type="checkbox"/> 10,000 Persons or More = \$272.00 |

CATEGORY B

Please insert number of seating configurations or arrangements and multiply by \$99.00.

_____ X \$99.00 = \$ _____

SPECIAL EVENT ENDORSEMENT

☐ Check here if you are applying for a Special Event Endorsement. Special Endorsement = \$99.00

Total payment

\$ 203.00

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-53**

COOK GROUP and CFC PROPERTIES

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

WHEREAS, Cook Group & CFC Properties has requested use of city streets to conduct a street event; and

WHEREAS, Cook Group & CFC Properties has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that a portion of the following City street may be utilized to conduct the Cook Group & CFC Properties 4th of July Celebration event between the hours of 6 a.m. and midnight on Wednesday, July 3, 2019: West Kirkwood Street between North College Avenue and North Walnut Street as well as 6th Street between North College Avenue and North Walnut Street.
2. The City of Bloomington Board of Public Works agrees that (9) nine parking spots on the 100 block of South College Avenue as well as twenty (20) parking spots on the 100 Block of North College may be utilized to conduct the Cook Group & CFC Properties 4th of July Celebration event.
3. The street closure outlined above is for the purposes of allowing Cook Group & CFC Properties to provide a community event of high quality that is mutually beneficial to participants and the community on Wednesday, July 3, 2019.
4. Cook Group & CFC Properties 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.
5. Cook Group & CFC Properties shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
6. Cook Group & CFC Properties shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Cook Group & CFC Properties agrees to close the street not before 6 a.m. on Wednesday, July 3rd, 2019, and to remove barricades and signage by midnight on Wednesday, July 3rd, 2019.
7. 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 until 10 p.m. on the day of the event.

8. Cook Group & CFC Properties shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Cook Group & CFC Properties, 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.
10. _____, 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 28 DAY OF MAY, 2019.

BOARD OF PUBLIC WORKS:

COOK GROUP & CFC PROPERTIES

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

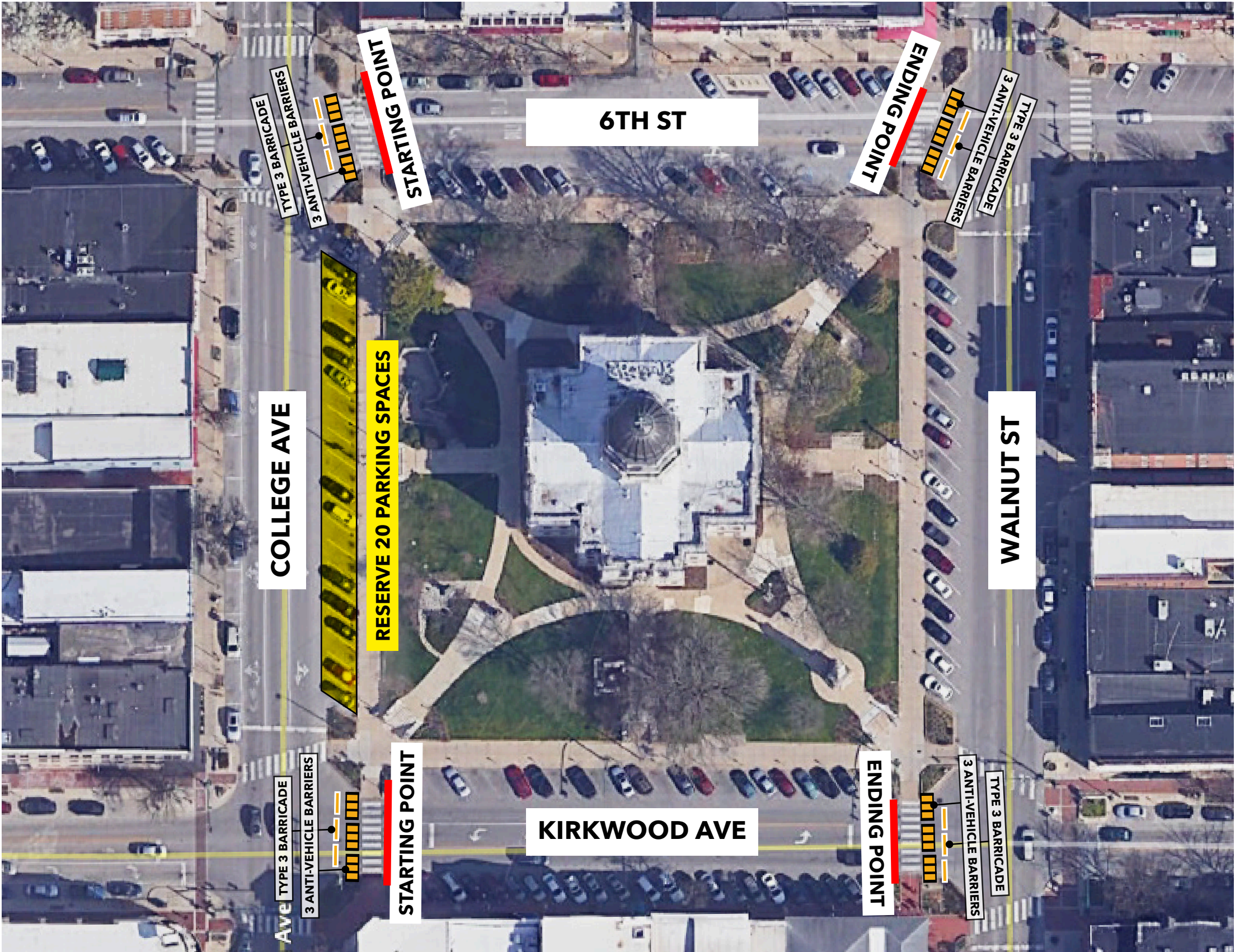
Printed Name

Dana Palazzo, Secretary

Position

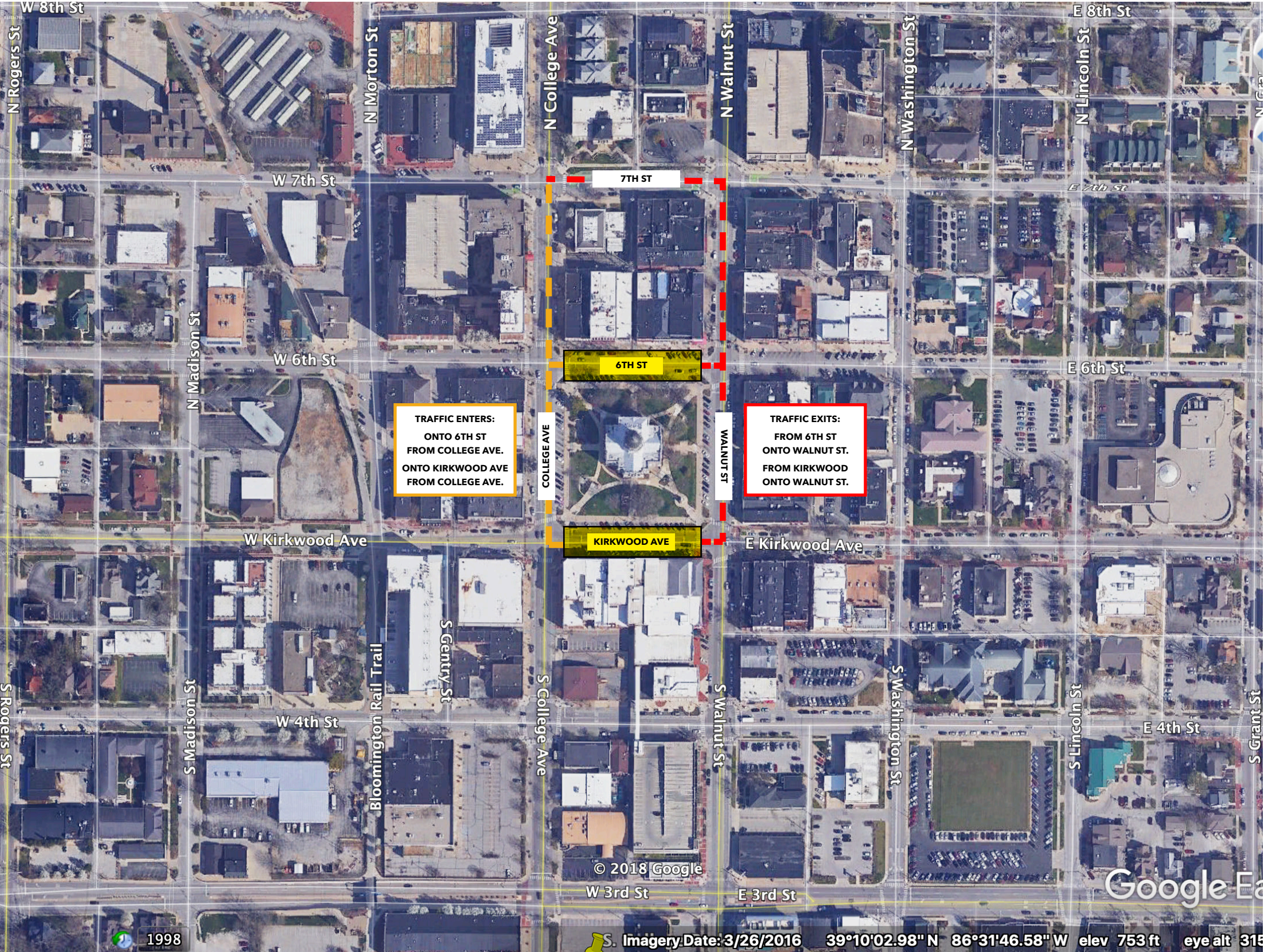
B-TOWN BOOM BLOCK PARTY - MAP #1

PROPOSED RIGHTS-OF-WAY CLOSURE • CITY COMMUNITY EVENT APPLICATION



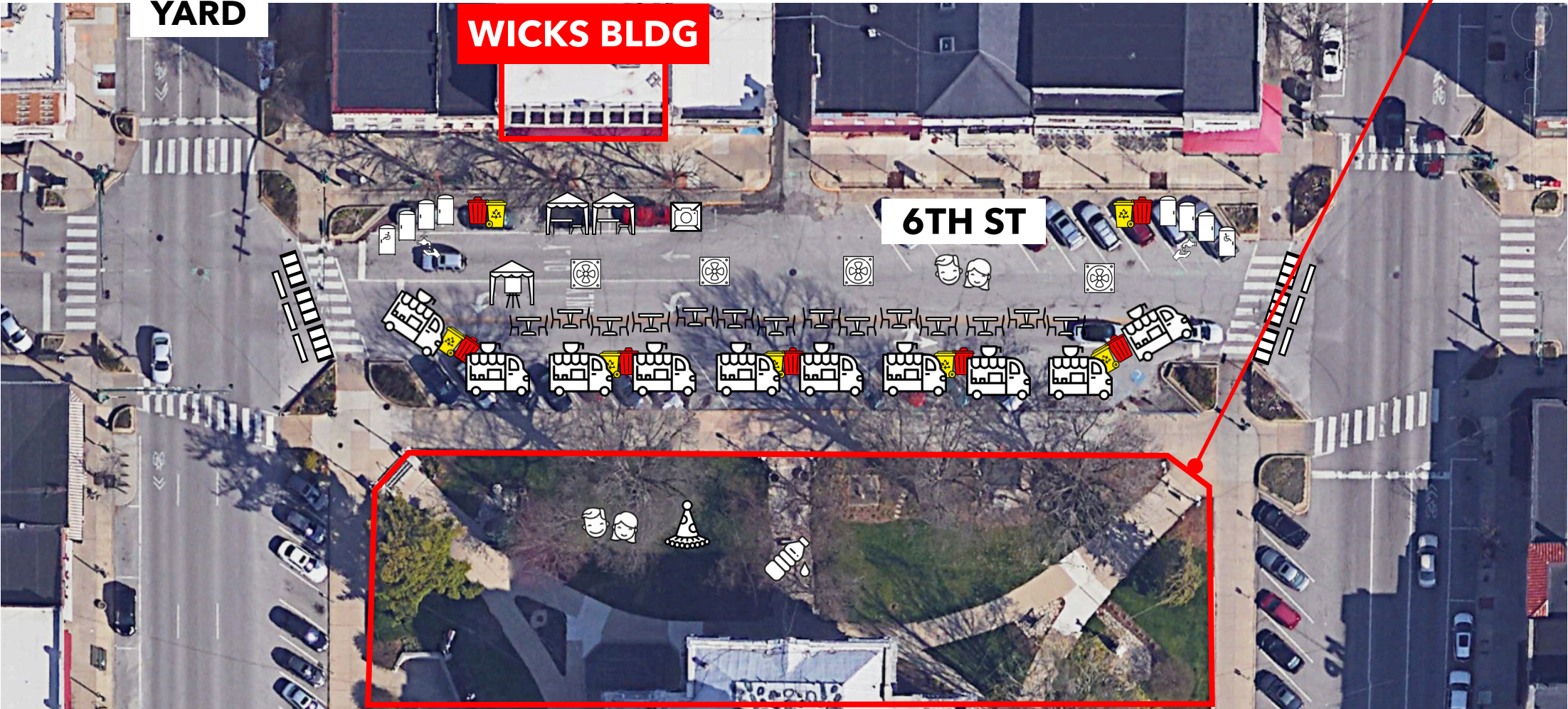
B-TOWN BOOM BLOCK PARTY - MAP #2

TRAFFIC PLAN • CITY COMMUNITY EVENT APPLICATION



B-TOWN BOOM BLOCK PARTY - MAP #3A

TRASH & RECYCLING PLAN • 6TH ST • CITY COMMUNITY EVENT APPLICATION



Following the event, the Courthouse grounds will need to be swept for any debris that might have been left.



FOOD TRUCK

Individual food trucks must keep their areas clean and free of debris, especially following the event. Dumping of any kind is not allowed in the street, drains, or grass.



TRASH CAN



RECYCLE BIN

Monitor the bins highlighted in red and yellow located on the street layout.

To prevent over flowing trash and recyclable items, empty the bins when they are roughly 3/4 full.

Trash bags should be disposed of in the dumpster (red box) located behind Graham Plaza by using the sidewalk along 6th St (marked with a red dotted line).

Recycling bags should be placed next to the dumpster in the marked off area (yellow box).

Every hour, check the porter johns and washing stations for cleanliness. Re-stock as needed.

Extra trash bags and supplies for re-stocking purposes will be kept in the Wicks Building, suite 110.

Following the event, the bins/cans will need to be grouped together on the sidewalks for pick up.

Bins/cans will be provided by The City Sanitation Dept. Pick up of bins/cans and recycling bags will be around 4am.

B-TOWN BOOM BLOCK PARTY - MAP #3B

TRASH & RECYCLING PLAN • KIRKWOOD AVE • CITY COMMUNITY EVENT APPLICATION



Following the event, the Courthouse grounds will need to be swept for any debris that might have been left.

**FOOD TRUCK**

Individual food trucks must keep their areas clean and free of debris, especially following the event. Dumping of any kind is not allowed in the street, drains, or grass.

**TRASH CAN**

**RECYCLE BIN**

Monitor the bins highlighted in red and yellow located on the street layout.

To prevent over flowing trash and recyclable items, empty the bins when they are roughly 3/4 full.

The trash bags should be disposed of in the dumpster (red box) located behind Fountain Square by using the sidewalk along College Avenue (marked with a red dotted line).

Recycling bags should be placed next to the dumpster in the marked off area (yellow box).

Every hour, check the porter johns and washing stations for cleanliness. Re-stock as needed.

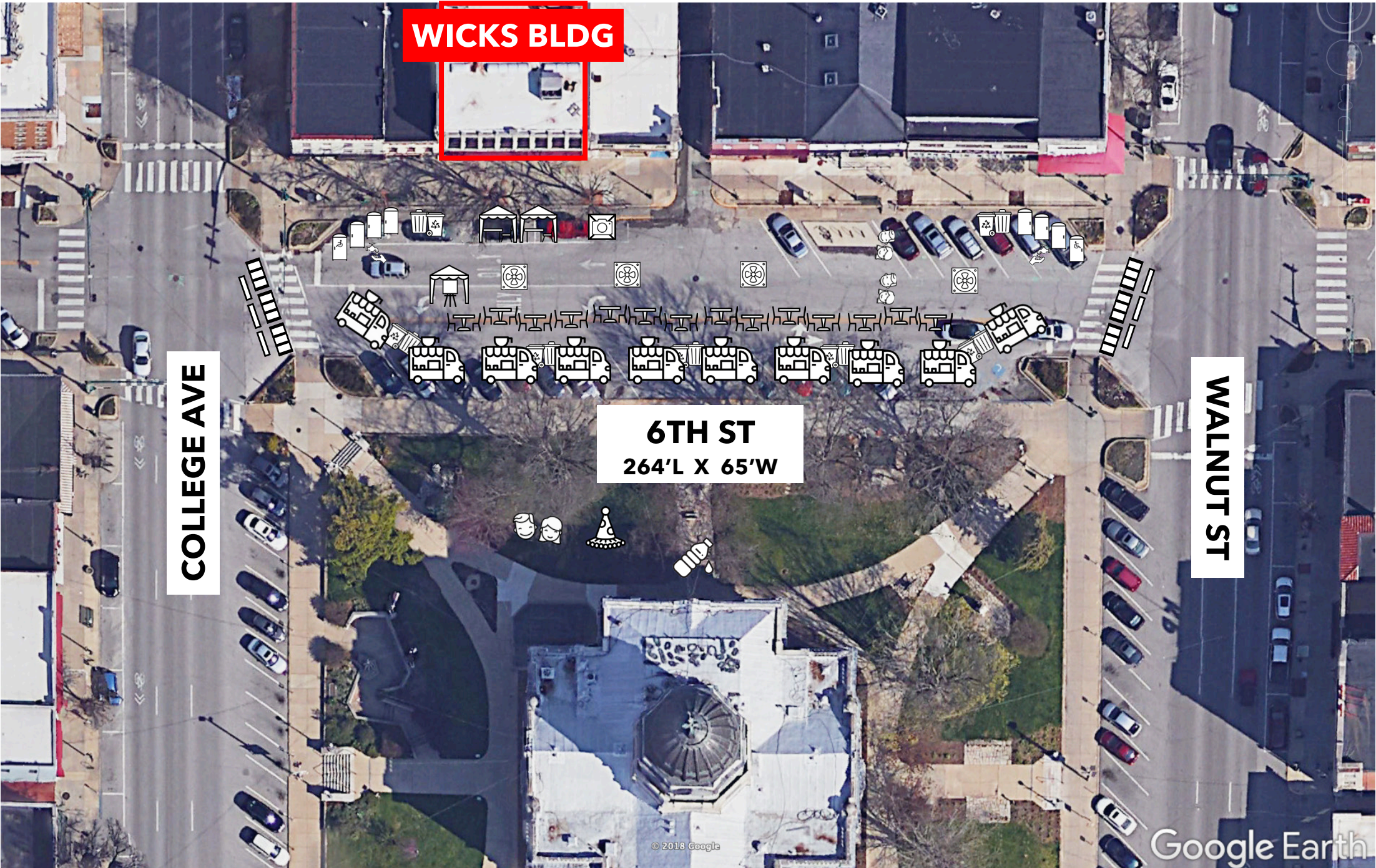
Extra trash bags and supplies for re-stocking purposes will be kept in The Ballroom, third floor of Fountain Square.

Following the event, the bins/cans will need to be grouped together on the sidewalks for pick up.

Bins/cans will be provided by The City Sanitation Dept. Pick up of bins/cans and recycling bags will be around 4am.

B-TOWN BOOM BLOCK PARTY - MAP #4A

VENDOR SETUP • 6TH STREET • CITY COMMUNITY EVENT APPLICATION



-  BARRICADE
-  STAGE
-  FOOD TRUCK
-  TABLE & CHAIRS
-  CARICATURE ARTIST
-  ROSIE THE CLOWN
-  FACE PAINTING
-  TENT
-  PROMO TABLE
-  HAND WASHING STATION
-  CITY WATER STATION
-  WINDOW DISPLAY+ PHOTO OP
-  COOLING FAN
-  LAMP POST
-  TRASH CAN
-  RECYCLE BIN
-  PORTABLE TOILET

B-TOWN BOOM BLOCK PARTY - MAP #4B

VENDOR SETUP • KIRKWOOD AVE • CITY COMMUNITY EVENT APPLICATION



-  BARRICADE
-  STAGE
-  FOOD TRUCK
-  TABLE & CHAIRS
-  CARICATURE ARTIST
-  ROSIE THE CLOWN
-  FACE PAINTING
-  TENT
-  PROMO TABLE
-  HAND WASHING STATION
-  CITY WATER STATION
-  WINDOW DISPLAY+ PHOTO OP
-  COOLING FAN
-  LAMP POST
-  TRASH CAN
-  RECYCLE BIN
-  PORTABLE TOILET

Emergency Action Plan: B-Town Boom Block Party

I. Purpose

The purpose of the Emergency Action Plan is to protect all participants within the Block Party event area from serious injury, property loss, or loss of life in the event of a major disaster.

II. General Procedures

In the event of a disaster or potential threatening weather, **Cook Inc.** Director of Security – Ted Waskey, and / or **CFC Properties** Safety and Security Manager- Mark Webb will oversee all preventative and response efforts with **CFC Properties** Security Officer Chris Mullis and /or contract security staff.

A. Emergency Control Center

1. The Emergency Control Center is located at Fountain Square Security Station

B. Communications

1. The Director(s) of Security, shall have radio communication
With CFC Properties Security officer and Cook event staff leader.
2. Event Contact: Ted Wasky 1-317-443-7072 or Mark Webb 1-812-345-4326

B. Emergency Control Situation

1. Upon being contacted by the Director of Security with the possibility of declaring a **CODE ORANGE** or **CODE RED**, all Senior Emergency Control members should report to the Emergency Control Center.
2. The final call for any **CODE** upgrade or event closure will be made by the Director of Security.

C. Code Changes Requiring Action

1. CODE ORANGE (Severe weather within 50 miles)

- i. Should the Director of Security determine a **CODE ORANGE** is appropriate, he will notify all Security personnel by radio or in person.

2. CODE RED (Severe weather Warning issued by National weather service or upon direction of Homeland Security, Bloomington Police Department or Bloomington Fire Department Leadership.

- i. Should a **CODE RED** situation arise, the Director of Security will **contact all Emergency Security personnel** by radio. A verbal stage announcement will be made to the Public that the **event is now closed** and they should seek shelter.

ii. Begin evacuation procedures.

D. Emergency Notification of CODE RED

1. Warning may come from any one or more of the following sources:
Bloomington Police Department
Bloomington Fire Department
Homeland Security
Event Security

E. Emergency Shutdown of Operations

1. An emergency shutdown of operations will be ordered by the **Director of Security, Homeland Security, Bloomington Police Dept. or Bloomington Fire Department.**
 - i. Temporary Closure
 - a) Thunderstorm:
 1. Encourage participants to take shelter.
 2. Operations may resume ½ hour following last proximal thunder or lightning event.
 - b) Flooding: When water levels effect electrical or other normal operations
 - c) Any situation as determined by the Director of Security, Homeland Security or the Bloomington Police/Fire Department.
 - d) Resumption of the Block Party following a temporary shutdown, will be noted by stage announcements.
 - ii. Permanent Closure
 - a) Severe weather expected to last until close of event
 - b) Severe Earthquake
 - c) Fire
 - d) Mass Civil disturbance
 - e) Bomb threat
 - f) Hazardous chemical spill
 - g) Other condition deemed necessary by Director of Security, Bloomington Police Dept. or other Authority Having Jurisdiction. (AHJ)
2. **Evacuation**
 - i. Area evacuation and evacuation routes is determined and noted by an announcement from the Bloomington Police/Fire Dept., outdoor warning sirens and/or by stage announcements.
 - ii. Event is closed- guests are required to evacuate immediately.
 - iii. Exits should be marked

F. First Aid

1. Call 911

G. Missing Children

1. Take missing child or a parent missing a child, to the Security Station inside Fountain Square Mall
2. Director of Security will contact all Security personnel by radio and/or in person and notify 911

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-53**

COOK GROUP and CFC PROPERTIES

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

WHEREAS, Cook Group & CFC Properties has requested use of city streets to conduct a street event; and

WHEREAS, Cook Group & CFC Properties has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that a portion of the following City street may be utilized to conduct the Cook Group & CFC Properties 4th of July Celebration event between the hours of 6 a.m. and midnight on Wednesday, July 3, 2019: West Kirkwood Street between North College Avenue and North Walnut Street as well as 6th Street between North College Avenue and North Walnut Street.
2. The City of Bloomington Board of Public Works agrees that (9) nine parking spots on the 100 block of South College Avenue as well as twenty (20) parking spots on the 100 Block of North College may be utilized to conduct the Cook Group & CFC Properties 4th of July Celebration event.
3. The street closure outlined above is for the purposes of allowing Cook Group & CFC Properties to provide a community event of high quality that is mutually beneficial to participants and the community on Wednesday, July 3, 2019.
4. Cook Group & CFC Properties 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.
5. Cook Group & CFC Properties shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
6. Cook Group & CFC Properties shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Cook Group & CFC Properties agrees to close the street not before 6 a.m. on Wednesday, July 3rd, 2019, and to remove barricades and signage by midnight on Wednesday, July 3rd, 2019.
7. 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 until 10 p.m. on the day of the event.

8. Cook Group & CFC Properties shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Cook Group & CFC Properties, 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.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2019.

BOARD OF PUBLIC WORKS:

COOK GROUP & CFC PROPERTIES

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Position



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a deck into public right of way 221 E. Kirkwood Ave.

Staff Representative: Paul Kehrberg

Petitioner/Representative: Elliot Lewis, Owner

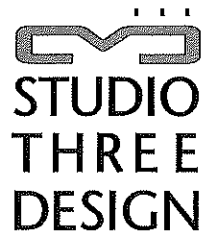
Date: May 28, 2019

Report: This property is located at 221 E. Kirkwood Ave., on northwest corner of E. Kirkwood Ave. and N. Lincoln St. There is currently an outdoor patio which encroaches into the right of way. The building owner is requesting an agreement with the City for an encroachment into the public right of way for a deck that will facilitate outdoor seating. The encroachment includes a deck, thirty feet (30') by nine feet, one inch (9'-1") along the southeast corner of the building. Also included is a bump out for ADA access which is eleven feet (11') by two feet, three inches (2'-3"). The deck will have a decorative fence along the perimeter. A fabric awning above an entrance will extend approximately two feet (2') above the sidewalk on N. Lincoln St.

Among the provisions included in this encroachment agreement are provision that this encroachment will carry over to any subsequent owner of the building in its current state, but if the building should be demolished the encroachment agreement would be removed. Also included is the provision that if the City determined that the street or sidewalk should be improved and that the encroaching improvements interfere with the work the encroachment would have to be removed at the owner's expense. The deck meets all requirements according to Bloomington Municipal Code.

Recommendation: Staff recommends approval of the encroachment agreement.

Recommend ☒ **Approval** ☐ **Denial by** Paul Kehrberg



May 22, 2019

Attn: Mr. Paul Kehrberg

RE: **Victoria Towers**
221 E. Kirkwood Ave.

Dear Mr. Kehrberg


We are requesting an encroachment from the City of Bloomington for an outdoor patio area for restaurant seating at Victoria Towers (being renamed Kirkwood Towers) at 221 E. Kirkwood Ave. The patio area exists today and over hangs onto the City right of way. The items below outline the intended scope of the encroachment and use.

1. Patio area- corner at Kirkwood and Lincoln – patio currently encroaches on City property – want to hardscape the corner to make a more viable outdoor seating area.
2. Patio area- we want to raise the patio about 8" to 12" to align with the height of the tower door entrance that faces Lincoln street. This would allow us to provide ADA accessibility from the building onto the Patio.
3. Patio at tower door- we are showing increasing the existing encroachment by about a foot in order to provide clearance for ADA accessibility. As part of this, we would replace the existing sidewalk down Lincoln street for the length of our property- walks in bad shape. I show coming back with hardscape/ sidewalks that maintain the min. 54" clear straight path along the sidewalk adjacent to the patio. The area between the street and sidewalk will remain as planting beds.
4. We are showing removing the patio facing Kirkwood between the two stair entrances and creating a nice landscape zone. This will also help to differentiate the restaurant entrance and the residential entrance.
5. The patio zone would receive a low visually open decorative metal fence (either picket or more ornamental style to separate the patio from the sidewalk and safeguard against stepping off the 1' to 2' height difference- depending on where you are.
6. We would also look at some form of outdoor lighting across the patio to aid in the overall atmosphere and life at the corner.

7. New Door- we are adding a new door / entrance for the restaurant off Lincoln street in the location of the current window in the center of the existing one story addition. This would provide ADA access directly from the Lincoln street sidewalk into the dining level of the restaurant.
8. Inside the restaurant at this same level- we would then provide two ADA compliant restrooms at the north end (no impacts to the exterior
9. Signage:
 - a. We may maintain the current ground sign at the corner (Lincoln and Kirkwood) and re-skin it to provide signage for the restaurant/ building.
 - b. At the restaurant entrance off Kirkwood and the new entrance off Lincoln, we would like to place an awning with the restaurant's name for signage
 - c. At the Kirkwood apartment entrance- I would do the same awning with the building name and Logo for signage.
10. Encroachments:
 - a. The patio zone outlined on the attached site plan encroaches on City property- this encroachment has existed for decades, we are requesting it be formally recognized with this petition.
 - b. A portion of the railing around the seating area on the raised patio will encroach on City property as part of the patio seating area as shown on the attached sketch.
 - c. The fabric awning hanging above the new door opening onto Lincoln Street will encroach by approximately 2' over the sidewalk. The awning will be approx.. 5' in width, extend off the face of the building approx. 3' and set a min. of 7' above the sidewalk.
11. Seating:
 - a. We are applying for a seating encroachment to allow outdoor seating on the patio. Most of the patio is on private property, however the corner at Lincoln and Kirkwood is on city property and part of the patio encroachment outlined above.

Respectfully submitted,

STUDIO 3 DESIGN, INC



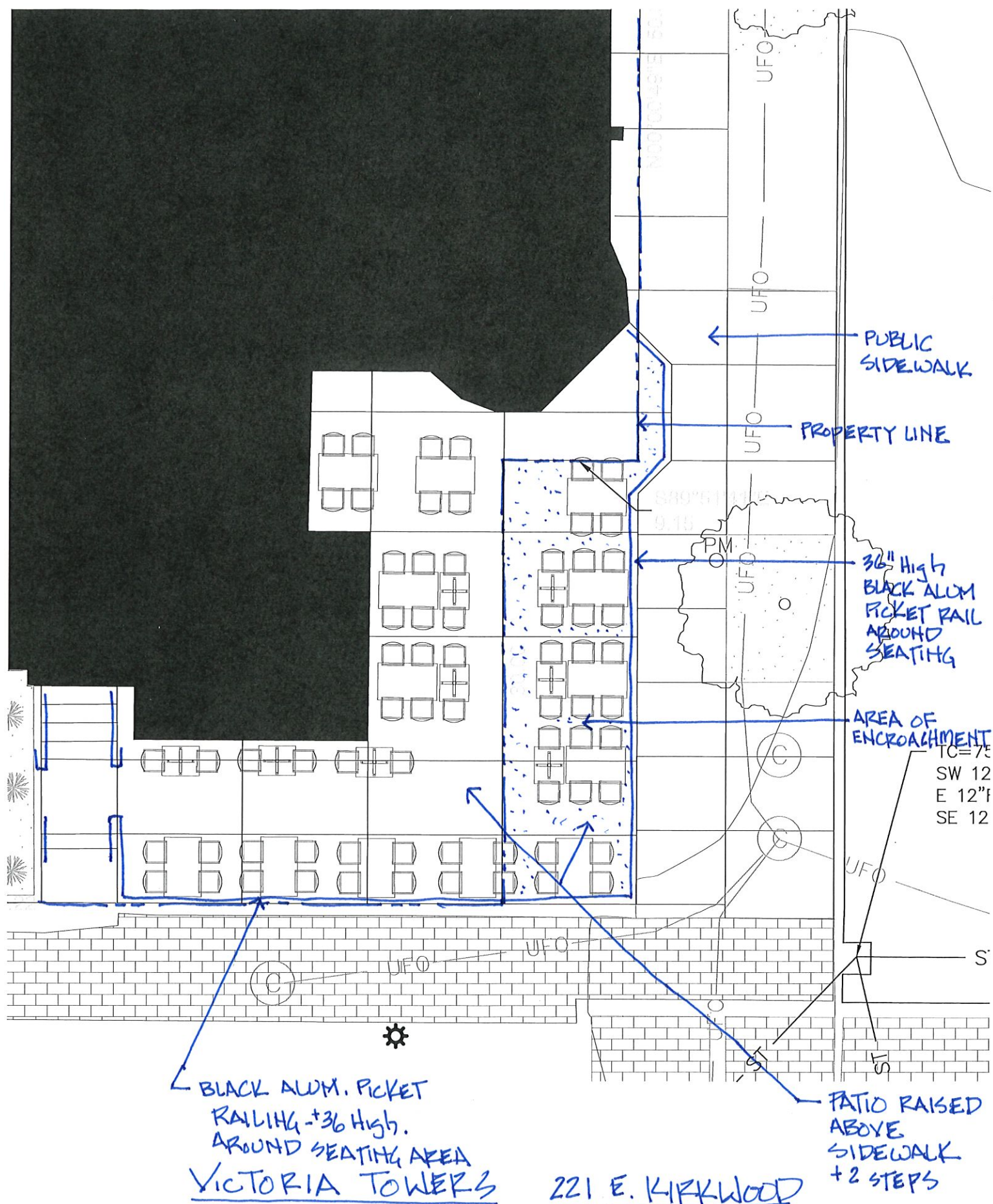
SCALE: 1"=10'



KIRKWOOD AVENUE

Smith Brehob & Associates, Inc.

SB 453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Web: www.smithbrehob.com



**BOARD OF PUBLIC WORKS
RESOLUTION 2019-54**

Encroachments at 221 E. Kirkwood Avenue

WHEREAS, the ERL-3, LLC (hereinafter “Owner”) owns the real property at 221 E. Kirkwood Avenue in Bloomington, which real estate is more particularly described in a deed recorded as Instrument Number 2019003334 in the Office of the Recorder of Monroe County (herein “property”); and

WHEREAS, an outdoor patio area currently exists at this property and encroaches onto the public right of way; and

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

WHEREAS, Owner requests that the following encroachments be approved for an improved outdoor dining area at this property: (a) a thirty foot (30’) by nine foot, one inch (9’-1”) raised deck; (b) an eleven foot (11’) by two foot, three inch (2’-3”) raised deck bump out along the southeast side of the building; (c) a low, decorative fence to separate the dining area from the sidewalk; and (d) a fabric awning above the new door which would encroach approximately two feet (2’) over the Lincoln Street sidewalk. These requested encroachments are described and depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the proposed encroachments will not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks; and

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney’s fees, that may arise as a result of Owner’s use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner of its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by

alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachments may be made onto the right-of-way without first obtaining the Board of Public Works' approval for the additional encroachment.
3. Owner agrees to maintain described encroachments and to keep them safe and attractive.
4. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines any of the encroachments is undesirable in terms of the general welfare of the City.
5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the encroachments. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.
6. In the event the Owner sells the property during the term of this authorization, this authorization will continue under the original conditions and be binding on its successor. However, if current owner or the new Owner wishes to change the encroachments in any way, it must return to the Board of Public Works for permission to do so.
7. Notice shall be given by the City to ERL-3, LLC at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.
8. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachment(s) described herein. This removal shall be performed at the Owner's expense and without compensation by the City.
9. This Resolution is not intended to relieve Owner or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
10. By executing this Resolution on behalf of the Owner, Elliot Lewis, as a member of ERL-3, LLC, represents and certifies that he has been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

ERL-3, LLC

By: _____
Kyla Cox Deckard, President

By: _____
Elliot Lewis, Member

By: _____
Beth H. Hollingsworth, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: _____

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

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

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Elliot Lewis, member of ERL-3, LLC, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

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

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



Board of Public Works Staff Report

Project/Event: Approve Consultant Contract for Preliminary Engineering Services for the 3rd - Indiana Signal Modernization Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Dan Backler, Project Engineer

Date: 05/28/2019

Report: This contract is for the preliminary engineering of the 3rd and Indiana Signal Modernization Project. The project will include the installation of updated signals, improvements to curb ramps, and other improvements to pedestrian facilities. The project will be locally funded.

Recommendation and Supporting Justification: Staff recommends that the Board approve consultant contract for preliminary engineering services for the 3rd – Signal Modernization Project.

Recommend ☒ **Approval** ☐ **Denial by** Dan Backler

PROJECT NAME: 3rd St and Indiana Avenue Intersection Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 28 day of May, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Clark Dietz, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive design services necessary for future construction of traffic signal replacement, pedestrian crossing upgrades, and intersection improvements; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey, coordination with various stakeholders including utilities and adjacent property owners, and the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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 Planning and Transportation 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: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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 Dan Backler, Project Engineer, Department of Planning and Transportation ("Backler"), to serve as the Board's representative for the project. Backler 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 Sixty-One Thousand, Seven Hundred Thirty Dollars **(\$61,730.00)**. This sum includes 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 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 estimates of 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 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, 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") 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 combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the 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
Planning and Transportation Dept.
Attn: Dan Backler
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Clark Dietz, Inc.
Attn: Kevin Hetrick
8900 Keystone Crossing, Suite 475
Indianapolis, Indiana 46240

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.

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

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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants 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 subconsultants learns is an unauthorized alien. If the Commission obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Commission shall notify the Consultant or its subconsultants 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 subconsultants 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 subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant 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 subconsultant is liable to the Commission for actual damages.

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' 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: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

Clark Dietz, Inc.

By: _____
Kyla Cox Deckard, President

Chip Craddock
President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Project and Scope Description

The Project consists of replacement of the traffic signal at Indiana Avenue and 3rd Street in Bloomington, IN, in addition to curb ramp and intersection geometry improvements.

Work Items:

Consultant will perform topographic survey, design, plan development, utility coordination, and construction phase services.

Waterway permits, pavement design, geotechnical investigation, right of way engineering, r/w plan development and real estate acquisition services are not required.

The tasks below are described in detail in the following pages:

Task 1	Topographic Survey
Task 2	Design & Plan Development
Task 3	Meetings
Task 4	Construction Phase Services

Task 1 – Topographic Survey

Objective

Survey to be performed as per attached scope by Bledsoe-Riggert-Cooper-James. Consultant will also establish two bench marks and include bench marks in survey.

Task 2 –Design and Plan Development

Objective

The objective of this task is to develop design and plans for traffic signal and curb ramp replacements at Indiana Avenue and 3rd St in Bloomington, IN, in addition to minor intersection geometry improvements. The project will replace the curb ramps in all four corners of the intersection. The curb will be reconstructed in the northeast quadrant of the intersection, reducing the existing radius and shortening the crosswalk; a bus will be used as the design vehicle.

Results/Deliverables

The deliverables are the plans, specifications, quantities, and estimates for:

- Preliminary Plans
- Draft Bid Documents, including:
 - Plans
 - Unique Special Provisions
 - Applicable INDOT RSP's
 - Quantities and Estimate, using INDOT pay items list
- Final Bid Documents
 - After the Board review of the Draft Bid Documents, Consultant will address the Board comments and send Final Bid Documents consisting of the same files.
- Final CAD File

Assumptions

- Curb ramp details will be provided in northing, easting, and elevation.
- No traffic modeling will be needed. No signal warrant analysis will be needed. No updated traffic counts will be obtained.
- New ped heads and push buttons will be installed.
- The Board will provide sample plans and specifications that specify material makes and models, whenever the Board wants to use a proprietary material.
- One light will be placed, as a cobra head on the new signal pole. Intersection lighting analysis will not be performed.
- All four curb ramps will be replaced.
- The signal will include radio interconnect, with Bloomington providing specifications for the make / model of equipment needed
- Up to two of the four gas station entrances may be closed. Consultant will coordinate with the Board and the property owner. Consultant will also meet with Indiana University. A separate, hourly meetings phase is included for this work.
- Turning movement analysis for tanker trucks filling the gas station will be performed. No geometric changes within the fueling areas are included, aside from driveway closure.
- No right of way acquisition is expected.
- Consultant will provide plans, special provisions, and quantities / estimate. The Board will provide the front end documents, assemble the contract manual, and oversee the bid process. Consultant will attend a pre-bid meeting and assist with pre-bid questions.
- Design vehicle will be a 40 foot bus. The Board intends to reconstruct the northeast curb to have a smaller radius, also moving the crosswalk east to shorten the length.
- No detection will be needed.
- New signal will include mast arms, with new signs mounted on the mast arms, and one signal head per lane.
- The Board will provide a street name sign detail
- INDOT pay items will be used, except for when there are special provisions for unique pay items.

- One drainage structure relocation is anticipated. Drainage analysis is not required, as existing structure will be relocated to new curb line.
- Horizontal and Vertical Roadway alignments remains as is.
- No pavement design will be needed.
- This project is not bundled with any other projects.
- No level 1 design calcs or sight distance checks will be needed for preventative maintenance project.
- No geotechnical investigation will be needed.
- No environmental or local permits will be needed.
- No utility relocations will be required. Three work plans with no impacts, and zero reimbursable utility agreements will be needed.
- No temporary traffic signal will be installed. During construction, intersection will be temporarily stop controlled.
-

Task 3 – Meetings

Objective

Meetings will be facilitated between the City of Bloomington, Consultant, the owner of the gas station, and with IU. The number of meetings and any follow-up items from those meetings are currently unknown. Hourly rates and a not to exceed amount have been included in the contract for that work. Prior to using those hours, Consultant will reach agreement with the Board for the number of hours to be used for any meeting or meeting follow-up activity.

No public meetings will be required.

Task 4 – Construction Phase Services

Objective

The objective of this task is to provide construction phase services for the Project.

Activity

Activity will include the following:

- Review the contract bid package prior to letting and coordinate revisions with the Board.
- Respond to reasonable inquiries from contractors concerning accuracy and intent of plans during advertisement and bidding.
- Attend preconstruction conference.
- Respond to reasonable inquiries from contractor concerning accuracy and intent of plans during construction.
- Shop drawing review

EXHIBIT B
COMPENSATION

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed maximum cost is Sixty-One Thousand, Seven Hundred Thirty Dollars (\$61,730.00). In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following tasks: Topographic Survey; Utility Coordination; Plans, Specs, and Estimates, including Project Management and Bidding Assistance.

TOTAL LUMP SUM = \$49,230

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

Topographic Survey	\$6,950.00
Utility Coordination.....	\$3,300.00
Plans, Specs and Estimates	\$38,980.00

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks: Meetings with Indiana University and Property Owners; Construction Support. Billing rates will be as shown in the table below.

MEETINGS = \$10,000

CONSTRUCTION SUPPORT = \$2,500

TOTAL NOT TO EXCEED AMOUNT = \$61,730

In the event that additional services are needed, additional compensation will be determined using the following billing rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Category	Direct Salary	181.77% Overhead	10% Profit	Total
Engineer 7	\$67.38	\$122.48	\$18.99	\$208.84
Engineer 6	\$59.70	\$108.52	\$16.82	\$185.04
Engineer 5	\$50.22	\$91.28	\$14.15	\$155.66
Engineer 4	\$42.65	\$77.52	\$12.02	\$132.19
Engineer 3	\$36.66	\$66.64	\$10.33	\$113.63
Engineer 2	\$31.48	\$57.22	\$8.87	\$97.57
Engineer 1	\$28.50	\$51.80	\$8.03	\$88.33
Technician 5	\$45.27	\$82.29	\$12.76	\$140.31
Technician 4	\$37.58	\$68.31	\$10.59	\$116.48
Technician 3	\$34.69	\$63.06	\$9.77	\$107.52
Technician 2	\$28.33	\$51.50	\$7.98	\$87.81
Technician 1	\$22.00	\$39.99	\$6.20	\$68.19

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Preliminary Plans	July 19, 2019	
Draft Final Plans and Bid Documents	September 20, 2019	
Final Plans and Bid Documents	October 25, 2019	
Project Letting	November 2019	Scheduled by City

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility

Name

Project Manager

Jim Loew, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Chip Craddock
President

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

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2019.

Clark Dietz, Inc.
(Name of Organization)

By: _____
Chip Craddock
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

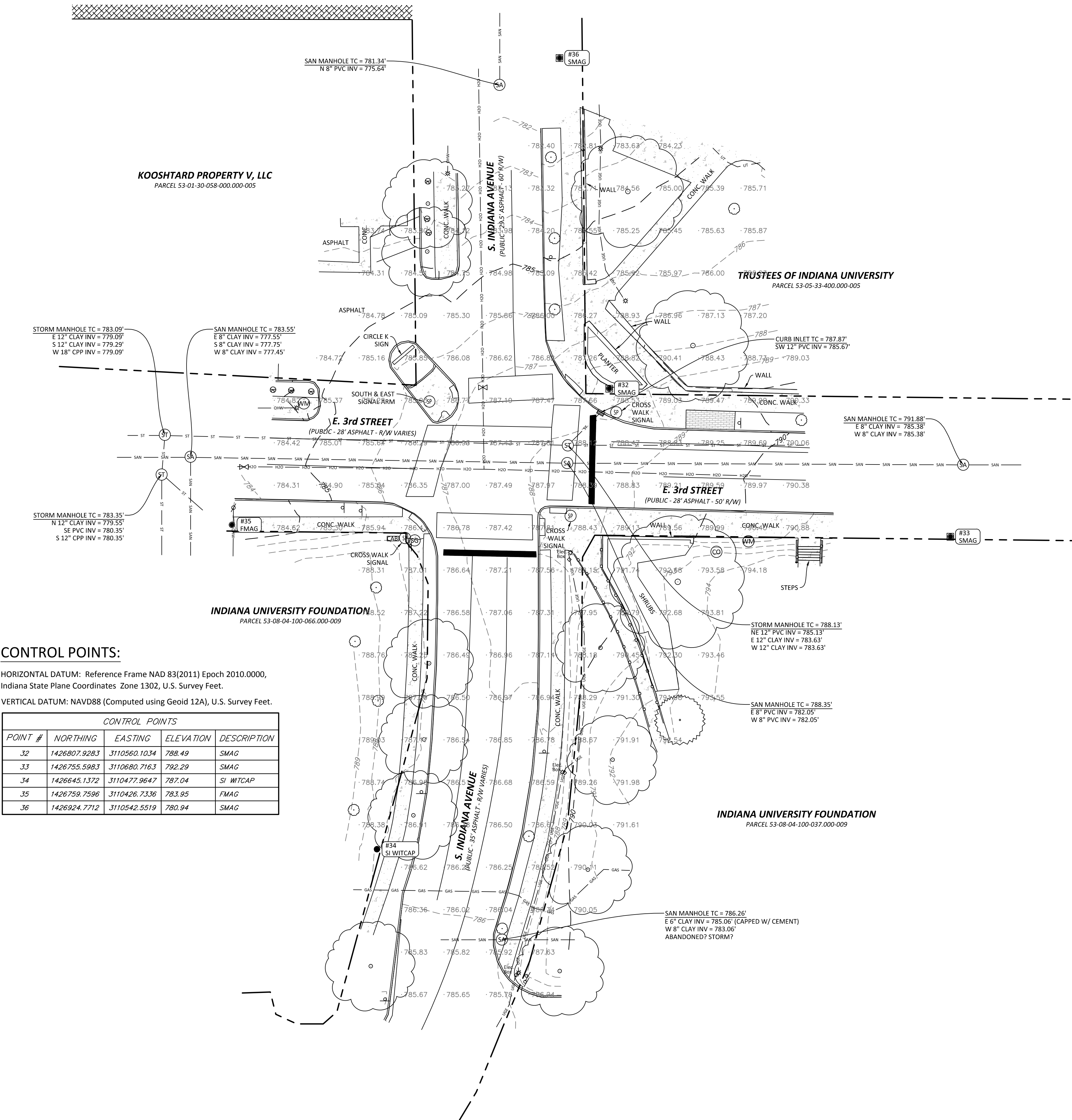
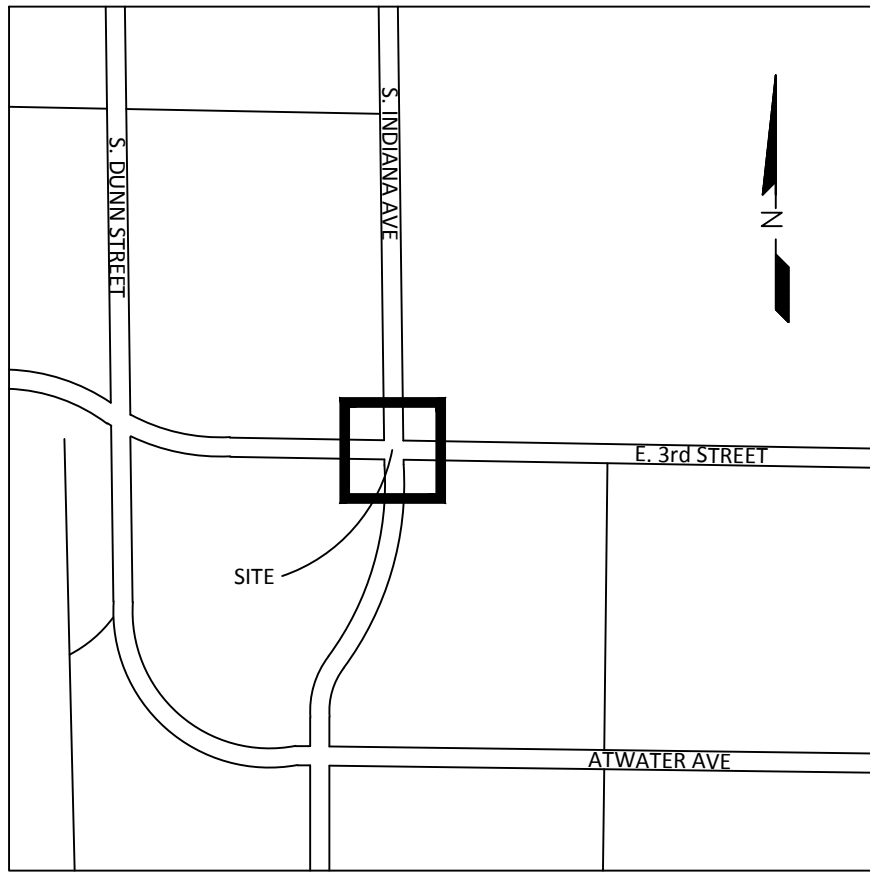
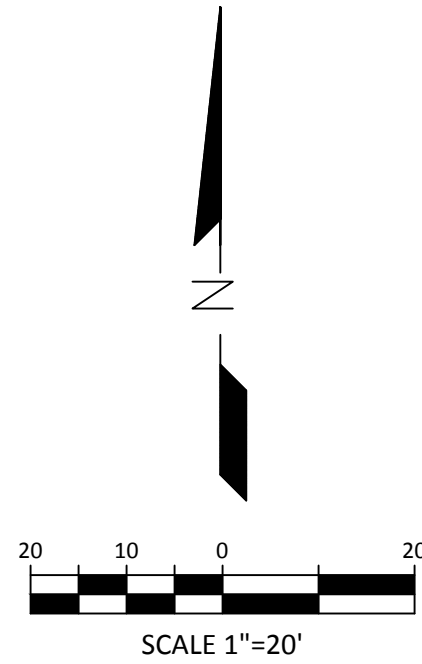
Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

TOPOGRAPHIC SURVEY
3rd STREET & INDIANA AVENUE
CITY OF BLOOMINGTON
MONROE COUNTY, INDIANA.



LEGEND:	
	YARD LIGHT
	LIGHT POLE
	SIGNAL POLE
	UTILITY POLE
	GUY WIRE
	CATCH BASIN
	CURB INLET
	ELECTRIC MH
	MANHOLE
	PHONE MH
	SANITARY MH
	SIGNAL MH
	STEAM MH
	STORM MH
	WATER MH
	ELEC. METER
	CLEANOUT
	GAS METER
	GAS VALVE
	WATER VALVE
	FIRE HYDRANT
	SPR. HOOKUP
	SPRINKLER
	FENCE
	GUARDRAIL
	OVERHEAD WIRES
	UNDER ELEC.
	GAS LINE
	SAN SEWER LINE
	STORM SEWER LINE
	UNDER TELEPHONE
	EXISTING WATER LINE
	CHILLED WATER LINE
	SIGN
	R.O.W. MON.
	MONITORING WELL
	BORE HOLE
	DOWNSPOUT
	GATE POST
	POLE
	PARKING METER
	SPIGOT
	T-POST
	WOOD POST
	PARKING SPACES
	TRANSFORMER
	ELEC. VAULT
	PHONE VAULT
	STEAM VAULT
	VALVE VAULT
	AC UNIT
	PHONE BOOTH
	FIRE MAIN POST
	MAILBOX
	PROP. TANK
	PARKING BLOCK
	POST
	FD AXLE
	FD BRASS DISK
	FD COT GIN SPDL
	SET CHISELED X
	SET DRILL HOLE
	FD HARRISON MON.
	SET HARRISON MON.
	SET HUB/TACK
	FD REBAR
	SET REBAR
	FD MAG NAIL
	SET MAG NAIL
	FD NAIL
	SET NAIL
	FD PIPE
	SET RR SPIKE
	FD STONE
	RECORDED B&D
	MEASURED B&D
	CALCULATED B&D
	PROPORTIONAL DIST.
	ABOVE GROUND
	BELOW GROUND
	CONF. TREE
	DECID. TREE
	SHRUB
	PHONE RISER-BOX
	TV RISER-BOX
	ELEC. RISER-BOX
	GAS RISER-BOX

NOTES:

- BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM IU NETWORK CONTROL MONUMENTS 2015. REFERENCE FRAME NAD 83(2011) EPOCH 2010.0000, INDIANA STATE PLANE COORDINATES ZONE 16, U.S. SURVEY FEET.
- CONTOUR INTERVAL = 1'. ELEVATIONS SHOWN HEREON ARE BASED UPON IU NETWORK CONTROL MONUMENTS 2015. ELEVATIONS ARE TO NAVD88.
- FIELD WORK PERFORMED FEBRUARY 15-17, 2016.
- RIGHT OF WAY SHOWN PER AN ALTA SURVEY AT THE NORTHWEST CORNER OF 3rd & INDIANA BY BEN BLEDSOE DATED MAY 22, 2001, RECORDED AS INSTRUMENT 2001017503 (BTR JOB# 3571) AND RETRACEMENT BOUNDARY SURVEY AT THE SOUTHWEST & SOUTHEAST CORNER OF 3rd & INDIANA BY MARTY JAMES DATED OCTOBER 20, 2006 (BRG JOB# 5319).
- UTILITIES SHOWN ARE PER ABOVE GROUND, VISIBLE EVIDENCE AND PER INDIANA 811 UTILITY LOCATE TICKET No. 1602110556.

CONTROL POINTS:

HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000, Indiana State Plane Coordinates Zone 1302, U.S. Survey Feet.
VERTICAL DATUM: NAVD88 (Computed using Geoid 12A), U.S. Survey Feet.

CONTROL POINTS			
POINT #	NORTHING	EASTING	ELEVATION DESCRIPTION
32	1426807.9283	3110560.1034	788.49 SMAG
33	1426755.5983	3110680.7163	792.29 SMAG
34	1426645.1372	3110477.9647	787.04 SI WITCAP
35	1426759.7596	3110426.7336	783.95 FMAG
36	1426924.7712	3110542.5519	780.94 SMAG

Date

By

Revision

NEW PROJECT REGISTERED

No. S0559

STATE OF INDIANA

AND SURVEYOR

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 18th day of February, 2016

Ben E. Bledsoe
Professional Surveyor No. S0559
State of Indiana

Bledsoe Robert Cooper James

BRCCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

1351 West Tapp Road Bloomington, Indiana 47403

Phone: 812-335-8277 Email: ben@brccjvt.com

3rd & INDIANA

BLOOMINGTON, INDIANA

FOR

RUNDELL ERNSTBERGER ASSOCIATES

SURVEYED BY: C. MOONEYHAM

DRAWN BY: R. IRA

CHECKED BY: B. BLEDSOE

DATE: FEBRUARY 18, 2016

TOPOGRAPHIC SURVEY

SHEET 1 OF 1

PROJECT NO. 8989





Board of Public Works Staff Report

Project/Event: Request for BPW to Accept Public Improvements Associated with Patterson Pointe, Final Plat, Expansion and Amendment 2.

Staff Representative: Dan Backler

Petitioner/Representative: Timothy Tichenor
Date: 5/27/2019

Report: Tim Tichenor has requested to have public improvements associated with the Patterson Pointe, Final Plat, Expansion and Amendment 2 subdivision accepted by the City. The public improvements include Westplex Avenue, south of Isaacs Drive and Isaacs Drive from Westplex Avenue to Patterson Drive and all hardscape along those streets. Bloomington Municipal Code 20.09.330 states that public improvements that have been inspected and approved by the Planning and Transportation Department require acceptance by the Board of Public Works before becoming part of the city's street inventory. The improvements were accepted by staff in 2014 but they were never brought before the Board of Public Works.

Recommendation and Supporting Justification: Planning and Transportation staff have inspected the public improvements and recommend acceptance

Recommend ☒ **Approval** ☐ **Denial by**

Dan Backler



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): Patterson Pointe, Expansion & Amendment 2

Public Improvement Project Description: Wertplex Ave & Isaac's Drive

Developer: Patterson Pointe LLC

General Contractor: Milestone

Relevant Instrument Number(s): 2012007822 Plat (subset D) Envelope 115

Date of Substantial Completion of Public Improvement Project: 2-10-14

Applicant's Name: Tim Tischer

Applicant's Title: Member

Applicant's Agency: Patterson Pointe LLC

Date of Application for Final Acceptance: 5/8/19

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

Applicant's Signature

4-17-19

Date



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Inspection and Recommendation

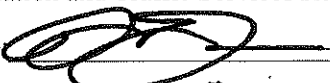
Inspection

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this Project have been visually inspected by representatives of the City of Bloomington Planning and Transportation Department, that public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two year performance surety for the public improvements shall be in effect and shall not terminate until a period of two years after the date of substantial completion of the public improvements.

Recommendation

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (A performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion.)
- ☐ Extension of Performance Surety. (Attach list of deficiencies including timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Transportation and Traffic Services Representative:

Signature:  Date: 5/22/2019
Printed Name: DANIEL BACKLER Title: PROJECT ENGINEER



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.07, Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion of the public improvements.

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____ Date: 05/28/19
Printed Name: Kyla Cox Deckard Title: President

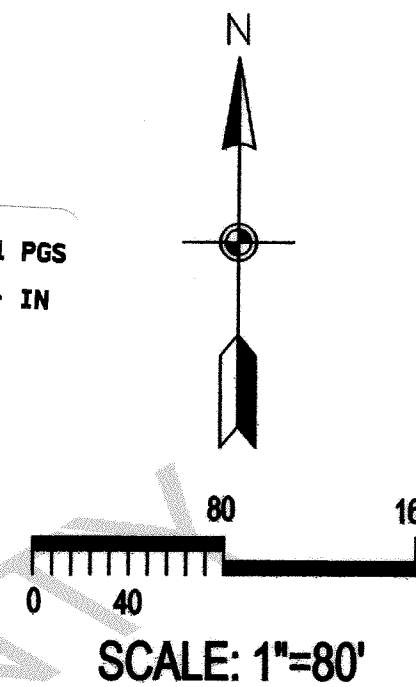
Signature: _____ Date: 05/28/19
Printed Name: Beth H. Hollingsworth Title: Vice President

Signature: _____ Date: 05/28/19
Printed Name: Dana Palazzo Title: Secretary

The real estate described on this plat shall be and is hereby subject to the terms and conditions of the Facilities, Easements, Covenants, Restrictions, and Association for the plotted property, Dated _____ and recorded as Instrument Number _____ In the Office of the Recorder of Monroe County, Indiana.

All unfinished infrastructure improvements required as part of the PUD Final Plan case PUD-14-11 shall be completed with any future PUD Final Plan for development on Lots 1 or 2. This includes but is not limited to construction of the remainder of Westplex Avenue extension, creek restoration, platting of common area, creation of a facilities maintenance plan and improvements to the intersection of Patterson Drive and Isaac's Drive, including traffic signal installation.

2012007822 SPL \$20.00
05/18/2012 01:24:15P 1 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented



LOCATION MAP
No Scale

ADDRESS TABLE

LOT 1	323 S. WESTPLEX AVENUE
LOT 2	455 S. WESTPLEX AVENUE
LOT 3	454 S. WESTPLEX AVENUE
LOT 4	444 S. PATTERSON DRIVE

Patterson Pointe, Final Plat, Expansion & Amendment 2
Legal Description

A part of Lots 4 thru 8 in Lake View Park Addition, a subdivision of summary lots 139, 140, 141, and 142, in the City of Bloomington, Indiana as shown by the plat recorded in plat cabinet B, envelope 42, in the office of the Recorder of Monroe County, Indiana, being more particularly described as follows:

Commencing at a brass monument marking the Northwest corner of Section 5 Township 8 North, Range 1 West Monroe County, Indiana; thence South 89 degrees 21 minutes 09 seconds East along the north line of said section for a distance of 219.99 feet; thence leaving said section line, South 82 degrees 28 minutes 14 seconds East along the west line of lot 4 in said Lake View Park Addition for a distance of 42.75 feet to the south right-of-way of 3rd Street to a rebar with cap stamped SM marking the Point of Beginning; thence South 89 degrees 43 minutes 14 seconds East along the south right-of-way of 3rd Street for a distance of 367.69 feet to a rebar with cap stamped SM; thence South 82 degrees 18 minutes 02 seconds East along the west line of lot 8 in said Lake View Addition for a distance of 187.78 feet to a chiseled x in concrete; thence North 89 degrees 45 minutes 46 seconds West for a distance of 73.58 feet to a chiseled x in concrete; thence South 82 degrees 18 minutes 02 seconds East along the east line of lot 7 in said Lake View Addition for a distance of 78.08 feet to a rebar with cap stamped Bledson Topp; thence North 82 degrees 19 minutes 28 seconds East along the west line of lot 4 in said Lake View Addition for a distance of 257.98 feet to the Point of Beginning, containing 2.45 acres more or less.

ALSO, all of Lot 1 and the Remainder of Patterson Pointe Subdivision, Final Plat, Amendment 1, Recorded in Plat Cabinet D, Envelope 98 in the Office of the Recorder of Monroe County, Indiana.

NOTES:

1. All corners are to be marked with a $\frac{3}{8}$ " x 2" capped rebar.

MONUMENT LEGEND

STONE MONUMENT	□
STONE WITH X	⊠
CONCRETE MONUMENT	△
$\frac{3}{8}$ " REBAR W/PLASTIC CAP SET	⊗
REBAR FOUND	⊙
RON PIPE FOUND	⊕
FENCE POST FOUND	⊞
RAILROAD SPIKE FOUND	⊟
PK NAIL	●
GPS MONUMENT	▲
HIGHWAY BOX	□

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.
Certified this 9th day of April 2012.

Stephen L. Smith
Registered Land Surveyor No. 50427
State of Indiana

I affirm, under the penalties for perjury that I have taken reasonable care to reduce each Social Security Number from this document unless required by law.

Stephen L. Smith

JOB NO. 4382
PAGE 1 OF 1



PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, 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 Board of Public Works at a meeting held:

April 10th, 2012

Charlotte Zietlow
Charlotte Zietlow, President

James McNamara
James McNamara, Vice President

Frank N. Hrisanatos
Frank N. Hrisanatos, Secretary

Approved by the City Plan Commission at a meeting held:

4/9/2012

Tom Micuda
Tom Micuda, Director of Planning

Jack Baker
Jack Baker, President of Plan Commission

#2012016389 &
2012016392
Easement to Duke Energy
Pt Lots 3 & 4
9-28-12
Jim Judd, Jr.

DULY ENTERED
FOR TAXATION

MAY 18 2012

LOT 6
Landmark Business Center
Phase II
P.C. C. Env. 248

LOT 7
Landmark Business Center
Phase II
P.C. C. Env. 248

The undersigned, the Monroe County Community School Corporation, by President of the Board of School Trustees, James Muehling, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. The within plat shall be known and designated as PATTERSON POINTE, FINAL PLAT, EXPANSION & AMENDMENT 2.

IN WITNESS WHEREOF, Monroe County Community School Corporation by Board of School Trustees President, James Muehling, has hereunto executed this 10th day of May, 2012.

James Muehling
James Muehling, President
Monroe County Community School Corporation
Board of School Trustees
STATE OF INDIANA)

STATE OF INDIANA)

COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared James Muehling, personally known to me to be a trustee of MCCSC, and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as PATTERSON POINTE, FINAL PLAT EXPANSION & AMENDMENT 2 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 10 day of May, 2012.

My Commission Expires:

3-3-2018

ATTEST:

Martha Street
Martha Street, Secretary
Monroe County Community School Corporation
Board of School Trustees

The undersigned, Patterson Pointe, LLC, an Indiana Limited Liability Company, by Timothy L. Tichenor, Member, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. The within plat shall be known and designated as PATTERSON POINTE, FINAL PLAT, EXPANSION & AMENDMENT 2.

IN WITNESS WHEREOF, Patterson Pointe, LLC, an Indiana Limited Liability Company, by Timothy L. Tichenor, Member, has hereunto executed this 10th day of May, 2012.

Timothy L. Tichenor
Timothy L. Tichenor, Member
Patterson Pointe, LLC

STATE OF INDIANA)

COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Timothy L. Tichenor, personally known to me to be Member of Patterson Pointe, LLC, an Indiana Limited Liability Company, and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as PATTERSON POINTE as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 10th day of May, 2012.

My Commission Expires: August 10, 2016

Larry Redman



PATTERSON POINTE, FINAL PLAT, EXPANSION & AMENDMENT 2

PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-storage box		05/31/2019	5.99
6530 - Office Depot, INC	01-binder, command hooks, lettering tape		05/31/2019	32.78
6530 - Office Depot, INC	01-pens, copy paper, digital voice recorder		05/31/2019	86.53
Account 52110 - Office Supplies Totals			3	<u>\$125.30</u>
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-leashes-600-inc. s/h-4/25/19		05/31/2019	426.11
313 - Fastenal Company	01-goggles-5/8/19		05/31/2019	15.04
313 - Fastenal Company	01-hand sanitizer-5/8/19		05/31/2019	25.67
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/feline food-5/3/19		05/31/2019	207.76
4586 - Hill's Pet Nutrition Sales, INC	01-prescription food-5/3/19		05/31/2019	61.37
3929 - IDEXX Laboratories, INC	01-FIV/FelV diagnostic tests-4/15/19		05/31/2019	1,391.24
4633 - Midwest Veterinary Supply, INC	01-rat food, forceps, milk replacer-5/8/19		05/31/2019	132.38
4633 - Midwest Veterinary Supply, INC	01-antibiotics-5/01/19		05/31/2019	15.20
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Large-5/1/19		05/31/2019	56.49
4633 - Midwest Veterinary Supply, INC	01-muzzles, antibiotics, sanitizer, vaccines-4/29/19		05/31/2019	567.08
4633 - Midwest Veterinary Supply, INC	01-rabies tags-4/29/19		05/31/2019	56.10
4633 - Midwest Veterinary Supply, INC	01-rabbit food (hay)-4/29/19		05/31/2019	36.54
4633 - Midwest Veterinary Supply, INC	01-antibiotics-5/1/19		05/31/2019	100.78
Account 52210 - Institutional Supplies Totals			13	<u>\$3,091.76</u>
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	01-hitch pins		05/31/2019	3.57
394 - Kleindorfer Hardware & Variety	01-3 vehicle brushes, tap cons, hose reel		05/31/2019	45.82
Account 52310 - Building Materials and Supplies Totals			2	<u>\$49.39</u>
Account 52420 - Other Supplies				
6222 - Apple, INC	01-Ipad		05/31/2019	453.00
6222 - Apple, INC	01-laptop for Outreach-ACC portion-ITS rest		05/31/2019	1,300.01
6222 - Apple, INC	01-mouse, keyboard for laptop		05/31/2019	564.00



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
53442 - Paragon Micro, INC	01-Ipad protection case-5/9/19		05/31/2019	37.99
	Account 52420 - Other Supplies Totals	4		\$2,355.00
Account 53160 - Instruction				
5507 - Julia K Eppley	01-2019 Conference registration-Missouri		05/31/2019	300.00
	Account 53160 - Instruction Totals	1		\$300.00
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/15/19		05/20/2019	1,170.50
	Account 53510 - Electrical Services Totals	1		\$1,170.50
	Program 010000 - Main Totals	24		\$7,091.95
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
175 - Monroe County Humane Association, INC	01-office visit, sedation, grooming, medication-4/25/19		05/31/2019	176.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgery, amputation-5/7/19		05/31/2019	648.01
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-recheck/surgery follow-up-4/19/19		05/31/2019	70.66
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit for recheck chronic allergies-5/2/19		05/31/2019	154.48
	Account 53130 - Medical Totals	4		\$1,049.15
	Program 010001 - Donations Over \$5K Totals	4		\$1,049.15
	Department 01 - Animal Shelter Totals	28		\$8,141.10
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Honda Lease Trust	14-refund over payment pkg citation J1700156		05/31/2019	40.00
	Account 46060 - Other Violations Totals	1		\$40.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	02-office chair new position, pencil sharpener, post it notes		05/31/2019	15.44
	Account 52110 - Office Supplies Totals	1		\$15.44
	Program 020000 - Main Totals	2		\$55.44
	Department 02 - Public Works Totals	2		\$55.44
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 51230 - Health and Life Insurance				



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
205 - City Of Bloomington	04 - Health Insurance Premium - April-Dec - Grant Position		05/31/2019	3,451.86
	Account 51230 - Health and Life Insurance Totals		1	\$3,451.86
Account 52110 - Office Supplies				
6530 - Office Depot, INC	04 - Shredder lubricant, shredder bags, folders, foam board		05/31/2019	1.33
6530 - Office Depot, INC	04 - adhesive spray		05/31/2019	7.46
	Account 52110 - Office Supplies Totals		2	\$8.79
Account 52420 - Other Supplies				
6530 - Office Depot, INC	04 - Shredder lubricant, shredder bags, folders, foam board		05/31/2019	154.35
	Account 52420 - Other Supplies Totals		1	\$154.35
Account 53170 - Mgt. Fee, Consultants, and Workshops				
64 - Monroe County Public Library	04 - Sponsorship - 2019 Library Fix It Fair		05/31/2019	1,000.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$1,000.00
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	04 - Business Cards for Brian Payne		05/31/2019	41.50
	Account 53310 - Printing Totals		1	\$41.50
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	04 - Stipend for Summer Extern		05/31/2019	1,000.00
	Account 53940 - Temporary Contractual Employee Totals		1	\$1,000.00
Account 53970 - Mayor's Promotion of Business				
205 - City Of Bloomington	04 - Staff to set up Parks Mobile Stage		05/31/2019	111.96
2974 - MacAllister Machinery Co, INC	04 - Generator - Black y Brown Event		05/31/2019	939.00
536 - Chris Ramsey (KingSnake Sound Company)	04 - Sound reinforcement for Black y Brown event		05/31/2019	450.00
6936 - Ben Zamora	04 - Trades District Public Art Concept		05/31/2019	500.00
	Account 53970 - Mayor's Promotion of Business Totals		4	\$2,000.96
Account 53990 - Other Services and Charges				
6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities		05/31/2019	525.00
	Account 53990 - Other Services and Charges Totals		1	\$525.00
	Program 040000 - Main Totals		12	\$8,182.46
	Department 04 - Economic & Sustainable Dev Totals		12	\$8,182.46
Department 05 - Common Council				
Program 050000 - Main				



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52110 - Office Supplies				
501 - Karl Clark (KC Designs)	05-#10 regular envelopes-1,000		05/31/2019	75.00
	Account 52110 - Office Supplies Totals		1	\$75.00
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-4/5-5/4/19		05/31/2019	198.25
	Account 52410 - Books Totals		1	\$198.25
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-4/1-4/30/19		05/31/2019	337.40
	Account 53910 - Dues and Subscriptions Totals		1	\$337.40
	Program 050000 - Main Totals		3	\$610.65
	Department 05 - Common Council Totals		3	\$610.65
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06-Binder Clips		05/31/2019	2.26
	Account 52110 - Office Supplies Totals		1	\$2.26
Account 52420 - Other Supplies				
5819 - Synchrony Bank	06-Standing Desk mats (2)		05/31/2019	113.98
6792 - VARI Sales Corporation	06-ProPlus 48" Varidesk Stand-up Desk - J McMillian		05/31/2019	445.50
	Account 52420 - Other Supplies Totals		2	\$559.48
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	06- 5-15-19 Addition Approp Food & Bev and Legal		05/31/2019	29.63
	Account 53320 - Advertising Totals		1	\$29.63
	Program 060000 - Main Totals		4	\$591.37
	Department 06 - Controller's Office Totals		4	\$591.37
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-tape dispenser, self-stick post it notes, scotch tape		05/31/2019	33.39
	Account 52110 - Office Supplies Totals		1	\$33.39
Account 53960 - Grants				



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
203 - Indiana University	09-CFRD grant to print material for IU Black Night of Excellence		05/31/2019	200.00
	Account 53960 - Grants Totals	1		\$200.00
	Program 090000 - Main Totals	2		\$233.39
	Department 09 - CFRD Totals	2		\$233.39
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-4/5-5/4/19		05/31/2019	967.90
	Account 52410 - Books Totals	1		\$967.90
Account 53160 - Instruction				
5785 - International Municipal Lawyers Association	10-Guthrie registration-2019 University Cities Summit		05/31/2019	200.00
	Account 53160 - Instruction Totals	1		\$200.00
Account 53230 - Travel				
5712 - Philippa M Guthrie	10-Labor Law & Labor Arbitration-St. Louis-5/9/19		05/31/2019	154.93
	Account 53230 - Travel Totals	1		\$154.93
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-4/1-4/30/19		05/31/2019	1,349.60
	Account 53910 - Dues and Subscriptions Totals	1		\$1,349.60
	Program 100000 - Main Totals	4		\$2,672.43
Program 101000 - Human Rights				
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	10-Human Rights-engraving glass item-K9124		05/31/2019	74.35
	Account 52420 - Other Supplies Totals	1		\$74.35
	Program 101000 - Human Rights Totals	1		\$74.35
	Department 10 - Legal Totals	5		\$2,746.78
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	11-cell phone charges 4/12-5/11/19		05/20/2019	41.39
	Account 53210 - Telephone Totals	1		\$41.39
	Program 110000 - Main Totals	1		\$41.39



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 11 - Mayor's Office Totals		1		\$41.39
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	12- dry erase board, pens, binder clips, dry erase markers \$95.5		05/31/2019	40.15
6530 - Office Depot, INC	dry erase board, pens, binder clips, dry erase markers \$95.54		05/31/2019	55.39
53442 - Paragon Micro, INC	18- Dell LED Monitor \$149.99		05/31/2019	149.99
Account 52110 - Office Supplies Totals		3		\$245.53
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	12-cell phone charges 4/12-5/11/19		05/20/2019	23.11
Account 53210 - Telephone Totals		1		\$23.11
Account 53990 - Other Services and Charges				
6542 - The Novak Consulting Group, INC	12- Consulting Services for Traffic & Transportation Engineerin		05/31/2019	2,250.68
6542 - The Novak Consulting Group, INC	12- Consulting Services for Traffic & Transportation Engineerin		05/31/2019	7,029.00
Account 53990 - Other Services and Charges Totals		2		\$9,279.68
Program 120000 - Main Totals		6		\$9,548.32
Department 12 - Human Resources Totals		6		\$9,548.32
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13 - 11x17 Paper-1 case		05/31/2019	26.61
6530 - Office Depot, INC	13- 8.5x14 Paper-1 carton		05/31/2019	33.86
Account 52110 - Office Supplies Totals		2		\$60.47
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	13-cell phone charges 4/12-5/11/19		05/20/2019	324.90
Account 53210 - Telephone Totals		1		\$324.90
Account 53910 - Dues and Subscriptions				
2871 - International Municipal Signal Association (IMSA)	13-Yr. Membership Dues_Roy, Sara, Paul, Matt, Russell		05/31/2019	400.00
Account 53910 - Dues and Subscriptions Totals		1		\$400.00
Program 130000 - Main Totals		4		\$785.37
Department 13 - Planning Totals		4		\$785.37



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52240 - Fuel and Oil				
177 - Indiana Oxygen Company, INC	19-City Hall-cylinder rental-cutting tools		05/31/2019	33.54
	Account 52240 - Fuel and Oil Totals		1	\$33.54
Account 52310 - Building Materials and Supplies				
395 - Kirby Risk Corp	19-City Hall-light bulbs for stock-5/2/19		05/31/2019	131.40
395 - Kirby Risk Corp	19-City Hall-light bulbs-5/1/19		05/31/2019	71.70
394 - Kleindorfer Hardware & Variety	19-City Hall-oil dry		05/31/2019	12.49
394 - Kleindorfer Hardware & Variety	19-City Hall-oil dry-5/2/19		05/31/2019	12.49
394 - Kleindorfer Hardware & Variety	19-City Hall-flea fogger		05/31/2019	10.19
394 - Kleindorfer Hardware & Variety	19-City Hall-2 rolls caution tape		05/31/2019	17.98
394 - Kleindorfer Hardware & Variety	19-FS#3-plumber putty, p trap, plugs		05/31/2019	15.76
394 - Kleindorfer Hardware & Variety	19-City Hall-1 bag oil dry		05/31/2019	12.49
394 - Kleindorfer Hardware & Variety	19-City Hall-hose, 1 1/2 x 3/4 gal reducer		05/31/2019	12.56
394 - Kleindorfer Hardware & Variety	19-City Hall-double switch, speed square, battery, spray bottles		05/31/2019	79.18
	Account 52310 - Building Materials and Supplies Totals		10	\$376.24
Account 52340 - Other Repairs and Maintenance				
7402 - Nature's Way, INC	19-City Hall-monthly plant maintenance-May 2019	BC 2019-07	05/31/2019	336.60
	Account 52340 - Other Repairs and Maintenance Totals		1	\$336.60
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-CH-Council Office-one time special pest control serv.-5/1/19	BC 2019-33	05/31/2019	150.00
	Account 53140 - Exterminator Services Totals		1	\$150.00
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/15/19		05/20/2019	6,297.56
	Account 53510 - Electrical Services Totals		1	\$6,297.56
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	19-City Hall-removal/replace metal windows after cleaning-5/6/19	BC 2019-14	05/31/2019	375.00
423 - City Glass of Bloomington, INC	19-City Hall-Adjusted Hinge on Front Entry Door		05/31/2019	65.00
321 - Harrell Fish, INC	19-City Hall-air handler by CC making noise-5/1/19	BC 2019-23	05/31/2019	3,651.73
	Account 53610 - Building Repairs Totals		3	\$4,091.73



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 54510 - Other Capital Outlays				
6378 - ANN-KRISS, LLC	19-City Hall-20% of window painting & prep work-5/6/2019	BC 2018-117	05/31/2019	2,800.00
6378 - ANN-KRISS, LLC	19-City Hall-exterior painting-prep and painting	BC 2018-117	05/31/2019	4,300.00
Account 54510 - Other Capital Outlays Totals			2	\$7,100.00
Program 190000 - Main Totals			19	\$18,385.67
Department 19 - Facilities Maintenance Totals			19	\$18,385.67
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28- 2 Office Chairs		05/31/2019	839.98
6530 - Office Depot, INC	28-credit memo-Inv. #288339357001-HD V16 Passport		05/31/2019	(15.00)
53442 - Paragon Micro, INC	28-Office Manager Workstation		05/31/2019	1,885.95
Account 52420 - Other Supplies Totals			3	\$2,710.93
Account 53640 - Hardware and Software Maintenance				
4408 - Environmental Systems Research Institute,INC ESRI	28-ESRI License Renewal-ITS portion		05/31/2019	6,900.00
Account 53640 - Hardware and Software Maintenance Totals			1	\$6,900.00
Account 53910 - Dues and Subscriptions				
53442 - Paragon Micro, INC	28-Power BI Subscription		05/31/2019	9.16
5786 - Promevo, LLC	28-Google DR Storage Sub. 50 GB-4/1-4/30/19		05/31/2019	14.75
Account 53910 - Dues and Subscriptions Totals			2	\$23.91
Program 280000 - Main Totals			6	\$9,634.84
Department 28 - ITS Totals			6	\$9,634.84
Fund 101 - General Fund (S0101) Totals			92	\$58,956.78
Fund 249 - Grants Non Approp				
Department 04 - Economic & Sustainable Dev				
Program G17018 - Bloomington Wide Brownfields				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/31/2019	240.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/31/2019	472.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/31/2019	370.29
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/31/2019	2,378.18



Board of Public Works Claim Register

Invoice Date Range 05/20/19 - 05/31/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/31/2019	1,400.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/31/2019	2,769.20
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	6		\$7,629.67
	Program G17018 - Bloomington Wide Brownfields Totals	6		\$7,629.67
Program G18007 - 2018 Community Engagement				
Account 53990 - Other Services and Charges				
6702 - Allison J Horner	04 Public Art - Traffic Boxes		05/31/2019	300.00
	Account 53990 - Other Services and Charges Totals	1		\$300.00
	Program G18007 - 2018 Community Engagement Totals	1		\$300.00
Program G18013 - Value Chain 2018 Local FoodUSDA				
Account 51230 - Health and Life Insurance				
205 - City Of Bloomington	04 - Health Insurance Premium - April-Dec - Grant Position		05/31/2019	3,451.86
	Account 51230 - Health and Life Insurance Totals	1		\$3,451.86
	Program G18013 - Value Chain 2018 Local FoodUSDA Totals	1		\$3,451.86
	Department 04 - Economic & Sustainable Dev Totals	8		\$11,381.53
	Fund 249 - Grants Non Approp Totals	8		\$11,381.53
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 53960 - Grants				
5460 - Marcella Ettinger	09-BCSW Leadership Scholarship Initiative-grant recipient		05/31/2019	215.00
	Account 53960 - Grants Totals	1		\$215.00
	Program 090003 - Com Serv - Status of Women Totals	1		\$215.00
	Department 09 - CFRD Totals	1		\$215.00
	Fund 312 - Community Services Totals	1		\$215.00
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	28-locating/marketing underground utilities-April 2019		05/31/2019	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals	1		\$2,500.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 54450 - Equipment				
6222 - Apple, INC	28-Laptop for Outreach-ITS portion-ACC rest		05/31/2019	954.99
	Account 54450 - Equipment Totals	1		\$954.99
	Program 254000 - Infrastructure Totals	2		\$3,454.99
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business services/equip chgs-5/21-6/20/19		05/20/2019	117.99
203 - Indiana University	28-Fire Station 3 Fiber Connection-April 2019		05/31/2019	65.00
	Account 53150 - Communications Contract Totals	2		\$182.99
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6348 - SwovaTech, INC	28-Swova GIS Consultant ESRI Implementation-April 2019		05/31/2019	3,500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		\$3,500.00
Account 53640 - Hardware and Software Maintenance				
5534 - Presidio Holdings, INC	28-Software Upgrade Time & Material		05/31/2019	1,755.00
	Account 53640 - Hardware and Software Maintenance Totals	1		\$1,755.00
Account 54420 - Purchase of Equipment				
53442 - Paragon Micro, INC	28-Wireless Mouse		05/31/2019	34.99
	Account 54420 - Purchase of Equipment Totals	1		\$34.99
	Program 256000 - Services Totals	5		\$5,472.98
	Department 25 - Telecommunications Totals	7		\$8,927.97
	Fund 401 - Non-Reverting Telecom (S1146) Totals	7		\$8,927.97
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-Cottage Grove-LED upgrade costs-5/13/2019		05/20/2019	31.09
	Account 53520 - Street Lights / Traffic Signals Totals	1		\$31.09
	Program 200000 - Main Totals	1		\$31.09
	Department 20 - Street Totals	1		\$31.09
	Fund 450 - Local Road and Street(S0706) Totals	1		\$31.09
Fund 451 - Motor Vehicle Highway(S0708)				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-609 S. Henderson-Class A Stone Ash-7 cy-4/30/19		05/31/2019	710.50
334 - Irving Materials, INC	20-427 S. Henderson-Class A Stone Ash-3 cy-4/17/19		05/31/2019	304.50
334 - Irving Materials, INC	20-417 S. Henderson-Class A Stone Ash-3.5 cy-4/24/19		05/31/2019	371.00
334 - Irving Materials, INC	20-Henderson & E. 1st-Class A Stone Ash-4 cy-4/16/19		05/31/2019	406.00
334 - Irving Materials, INC	20-Henderson & E. 1st-Class A Stone Ash-2.5 cy-4/11/19		05/31/2019	352.75
334 - Irving Materials, INC	20-High & Arden-Class A Stone Ash-4 cy-3/19/19		05/31/2019	406.00
334 - Irving Materials, INC	20-E. Arden-Class A Stone Ash-4 cy-3/19/19		05/31/2019	424.00
Account 52330 - Street , Alley, and Sewer Material Totals			7	\$2,974.75
Account 52340 - Other Repairs and Maintenance				
603 - Traffic Control Corporation	20-Ped Inserts for traffic signals		05/31/2019	1,820.00
Account 52340 - Other Repairs and Maintenance Totals			1	\$1,820.00
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Beautify Blgtn-trim roller cover, metal pail, woven cover		05/31/2019	36.91
409 - Black Lumber Co. INC	20-Moody-7x9-8' railroad ties-4		05/31/2019	55.96
409 - Black Lumber Co. INC	20-Brighton B-Town-oderless paint thinner		05/31/2019	33.98
409 - Black Lumber Co. INC	20-Brighter B-Town-brushes, trim roller, woven cover		05/31/2019	48.93
409 - Black Lumber Co. INC	20-crack seal-dish soap-5/15/19		05/31/2019	8.95
409 - Black Lumber Co. INC	20-Crack seal-dish soap-4-5/13/19		05/31/2019	6.00
313 - Fastenal Company	20-2 gal & 3 gal sprayer		05/31/2019	166.61
394 - Kleindorfer Hardware & Variety	20-#452 adjustable wrench, propane torch		05/31/2019	77.98
394 - Kleindorfer Hardware & Variety	20-2 push brooms		05/31/2019	48.98
394 - Kleindorfer Hardware & Variety	20-3 rain coats		05/31/2019	38.85
394 - Kleindorfer Hardware & Variety	20-cleaner for roller		05/31/2019	27.99
394 - Kleindorfer Hardware & Variety	20-pin/hitch for little roller trailer-#4013		05/31/2019	45.18
394 - Kleindorfer Hardware & Variety	20-watering pail for tac wagon #452		05/31/2019	24.99
394 - Kleindorfer Hardware & Variety	20-2 traffic flags for tree crew		05/31/2019	10.98
336 - Southside Rental Center, INC	20-Tac Wagon #452-propane		05/31/2019	38.08
Account 52420 - Other Supplies Totals			15	\$670.37



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-June 2019		05/31/2019	87.26
	Account 53250 - Pagers Totals		1	\$87.26
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/15/19		05/20/2019	113.38
	Account 53510 - Electrical Services Totals		1	\$113.38
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/1/19		05/31/2019	18.16
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-5/1/19		05/31/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded))-5/8/19		05/31/2019	18.17
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-5/8/19		05/31/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/15/19		05/31/2019	18.17
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-5/15/19		05/31/2019	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals		6	\$157.34
Account 53950 - Landfill				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-disposal fee-brush-12 loads-March 2019		05/31/2019	264.00
	Account 53950 - Landfill Totals		1	\$264.00
Account 53990 - Other Services and Charges				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-TRBO select airtime dispatch-67 & TRBO Rntal		05/31/2019	2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-2-way radio service-5/1/19		05/31/2019	572.05
467 - Groomer Construction, INC	20-2019 Sidewalk Repair Contract-Various Loc.-Inv date 5/7/2019		05/31/2019	53,446.75
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-March 2019-572 tickets	BC 2019-17	05/31/2019	543.40
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-2-4/15/19		05/31/2019	320.00
	Account 53990 - Other Services and Charges Totals		5	\$57,203.45
	Program 200000 - Main Totals		37	\$63,290.55
	Department 20 - Street Totals		37	\$63,290.55
	Fund 451 - Motor Vehicle Highway(S0708) Totals		37	\$63,290.55
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Ashlee Haefer	02-Walnut St Garage-refund parking garage permit-months not used		05/31/2019	314.00
Gilliam Zingler	02-Pkg Garages-refund garage permit-months not used		05/31/2019	347.50
	Account 43160 - Lot/Garage Leases - Annual Totals	2		\$661.50
Account 52110 - Office Supplies				
651 - Engraving & Stamp Center, INC	26- Parking Services Director -Received Stamp		05/31/2019	35.95
6530 - Office Depot, INC	02-office chair new position, pencil sharpener, post it notes		05/31/2019	170.99
	Account 52110 - Office Supplies Totals	2		\$206.94
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-Pkg Garages-cell phone charges 4/12-5/11/19		05/20/2019	103.92
	Account 53210 - Telephone Totals	1		\$103.92
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/15/19		05/20/2019	3,762.62
	Account 53510 - Electrical Services Totals	1		\$3,762.62
Account 53610 - Building Repairs				
227 - Otis Elevator Company	02-Morton St Garage-emergency on board repair-4/17/19		05/31/2019	1,381.00
227 - Otis Elevator Company	26-Morton St Garage-Emergency Entrapment Repairs-3/27/19		05/31/2019	25,812.69
	Account 53610 - Building Repairs Totals	2		\$27,193.69
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-June 2019 Rent		05/31/2019	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-June 2019 rent		05/31/2019	38,035.85
3887 - Mercury Development Group, LLC	26-Morton St Garage-amortization adj.-Jan-May 2019		05/31/2019	8,151.80
	Account 53840 - Lease Payments Totals	3		\$64,947.63
Account 53910 - Dues and Subscriptions				
6940 - International Parking & Mobility Institute	02-2019 membership for M. Wahl-Pkg Services Director		05/31/2019	198.33
	Account 53910 - Dues and Subscriptions Totals	1		\$198.33
	Program 260000 - Main Totals	12		\$97,074.63
	Department 26 - Parking Totals	12		\$97,074.63
	Fund 452 - Parking Facilities(S9502) Totals	12		\$97,074.63
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 46060 - Other Violations				
Robert Metzger	14-refund over payment pkg citation #19200207992		05/31/2019	30.00
	Account 46060 - Other Violations Totals		1	\$30.00
Account 53110 - Engineering and Architectural				
5637 - Shrewsberry & Associates, LLC	13-School Zone Enhancements Proj-Speed Flashers-4/27/19	BC 2017-100	05/31/2019	858.52
5999 - The Etica Group, INC	13-Mitchell St/Walnut SW Design-3/1-4/26/19	BC 2017-51	05/31/2019	453.00
	Account 53110 - Engineering and Architectural Totals		2	\$1,311.52
Account 54310 - Improvements Other Than Building				
18844 - First Financial Bank, N.A.	13-South Mitchell St SW Proj-Escrow No 1		05/31/2019	930.20
6754 - John M Simpson (Monroe, LLC)	13-South Mitchell St SW Proj-App No 1		05/31/2019	17,673.80
5999 - The Etica Group, INC	13-Walnut/Mitchell Sidwalks (P&T Contact: Neil Kopper)		05/31/2019	302.00
	Account 54310 - Improvements Other Than Building Totals		3	\$18,906.00
	Program 020000 - Main Totals		6	\$20,247.52
	Department 02 - Public Works Totals		6	\$20,247.52
	Fund 454 - Alternative Transport(\$6301) Totals		6	\$20,247.52
Fund 600 - Cum Cap Improvement (CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
365 - Rogers Group, INC	20-#53 stone-35.11 tons/#11 stone-17.66 tons-4/15 & 4/17/19		05/31/2019	364.33
365 - Rogers Group, INC	20-#11 stone-56.97 tons-4/8/19		05/31/2019	512.73
	Account 52330 - Street , Alley, and Sewer Material Totals		2	\$877.06
	Program 020000 - Main Totals		2	\$877.06
	Department 02 - Public Works Totals		2	\$877.06
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		2	\$877.06
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-Tack for paving-550.00 gallons-5/2/19	BC 2019-32	05/31/2019	1,650.00
19278 - Milestone Contractors, LP	20-Surface-Mitchell/patching-30.49 tons-4/22-4/29/19	BC 2019-32	05/31/2019	1,265.81



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19278 - Milestone Contractors, LP	20-Surface-Rock Creek/patching-54.67 tons-4/16-4/22/19	BC 2019-32	05/31/2019	2,250.95
19278 - Milestone Contractors, LP	20-Surface-Rock Creek/patching-31.02 tons-4/30/19	BC 2019-32	05/31/2019	1,329.21
Account 52330 - Street , Alley, and Sewer Material Totals			4	\$6,495.97
Program 020000 - Main Totals			4	\$6,495.97
Department 02 - Public Works Totals			4	\$6,495.97
Fund 601 - Cum Cap Development(\$2391) Totals			4	\$6,495.97
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
53005 - Menards, INC	16-air freshners, Dawn dishsoap		05/31/2019	74.94
Account 52420 - Other Supplies Totals			1	\$74.94
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/15/19		05/20/2019	50.39
Account 53510 - Electrical Services Totals			1	\$50.39
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	19-Sanitation Garage-trench drain repairs	BC 2019-14	05/31/2019	2,407.53
Account 53610 - Building Repairs Totals			1	\$2,407.53
Account 53650 - Other Repairs				
6378 - ANN-KRISS, LLC	19-Sanitation Garage-trench drain repairs	BC 2019-14	05/31/2019	8,390.69
Account 53650 - Other Repairs Totals			1	\$8,390.69
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/8/19		05/31/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/8/19		05/31/2019	9.24
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/15/19		05/31/2019	6.93
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/15/19		05/31/2019	32.26
Account 53920 - Laundry and Other Sanitation Services Totals			4	\$80.69
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees 04/15-04/30/19		05/31/2019	15,784.01
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste-13 loads-4/1-4/30/19	BC 2019-45	05/31/2019	286.00
Account 53950 - Landfill Totals			2	\$16,070.01



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges				
20275 - The Travelers Indemnity	16-Henderson St accident-C. Hess-3/4/19		05/31/2019	4,286.04
	Account 53990 - Other Services and Charges Totals	1		\$4,286.04
	Program 160000 - Main Totals	11		\$31,360.29
	Department 16 - Sanitation Totals	11		\$31,360.29
	Fund 730 - Solid Waste (S6401) Totals	11		\$31,360.29
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52420 - Other Supplies				
4142 - Emergency Medical Products, INC	10-4 adult defibulator pads		05/31/2019	170.46
	Account 52420 - Other Supplies Totals	1		\$170.46
Account 52430 - Uniforms and Tools				
8613 - Crane's Leather & Shoe Shop, INC	10-B. Snedegar-safety shoes-4/29/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-T. Myers-safety shoes-4/29/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-M. Courter-safety shoes-4/29/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-C. Scott-safety shoes-4/30/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-D. Rogers-safety shoes-5/3/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-J. Morris-safety shoes-5/3/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-T. Walden-safety shoes-5/4/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-K. Knight-safety shoes-5/2/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-A. Robertson-safety shoes-4/30/19		05/31/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-D. Fleener-safety shoes-5/11/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Arthur-safety shoes-4/29/19		05/31/2019	99.99
327 - Hoosier Workwear Outlet, INC	10-M. Smethurst-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-P. Capps-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Richardson-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-L. Huss-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Deckard-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-B. Elkins-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-E. Sherfield-safety shoes-4/30/19		05/31/2019	100.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-D. Fields-safety shoes-4/30/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Kluesner-safety shoes-4/30/19		05/31/2019	99.99
327 - Hoosier Workwear Outlet, INC	10-R. Todd-safety shoes-4/30/19		05/31/2019	99.99
327 - Hoosier Workwear Outlet, INC	10-R. Hoene-safety shoes-4/29/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Pritchard-safety shoes-4/30/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Kinser-safety shoes-4/30/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Lamb-safety shoes-5/10/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Steele-safety shoes-5/2/19		05/31/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Ruble, Jr.-safety shoes-5/13/19		05/31/2019	99.99
4291 - Monroe Optical, INC	10-safety shoes for 83 employees-4/11/2019		05/31/2019	8,400.00
1448 - Shoe Carnival, INC	10-M. Hollingsworth-safety shoes-4/11/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-V. Minder-safety shoes-4/11/19		05/31/2019	99.98
1448 - Shoe Carnival, INC	10-R. Hanson-safety shoes-4/13/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-S. McCoy-safety shoes-4/13/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-J. Salisbury-safety shoes-4/13/19		05/31/2019	94.98
1448 - Shoe Carnival, INC	10-M. Large-safety shoes-4/14/19		05/31/2019	99.98
1448 - Shoe Carnival, INC	10-S. Bowles-safety shoes-4/14/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-R. Rhodes-safety shoes-4/10/19		05/31/2019	99.98
1448 - Shoe Carnival, INC	10-L. Armes-safety shoes-4/8/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-Jerry McIntire-safety shoes-4/8/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-B. Robertson-safety shoes-4/9/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-J. Hardin-safety shoes-4/9/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-A. Kisinger-safety shoes-4/10/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-J. Wahl-safety shoes-4/10/19		05/31/2019	99.98
1448 - Shoe Carnival, INC	10-J. Snyder-safety shoes-4/10/19		05/31/2019	99.98
1448 - Shoe Carnival, INC	10-S. Huss-safety shoes-4/10/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-L. Jacobs-safety shoes-4/10/19		05/31/2019	84.98
1448 - Shoe Carnival, INC	10-S. Henderson-safety shoes-4/14/19		05/31/2019	89.98
1448 - Shoe Carnival, INC	10-H. Smith-safety shoes-4/15/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-K. Prince-safety shoes-4/15/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-Jeremy McIntire-safety shoes-4/16/19		05/31/2019	100.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
1448 - Shoe Carnival, INC	10-J. Lavender-safety shoes-4/17/19		05/31/2019	100.00
1448 - Shoe Carnival, INC	10-J. Richey-safety shoes-4/17/19		05/31/2019	99.98
5819 - Synchrony Bank	10-sound level meter & calibrator kit		05/31/2019	395.00
Account 52430 - Uniforms and Tools Totals			52	\$13,764.78
Account 53130 - Medical				
6479 - Noah Campbell	10-physical reimb for CDL 5/6/19		05/31/2019	89.00
6382 - David Fields	10- reimb for physical for CDL		05/31/2019	90.00
6926 - Daniel Patrick Ham	10-physical reimb for CDL-4/3/19		05/31/2019	90.00
5918 - Ryan W Hillenburg	10-physical reimb for CDL 5/3/19		05/31/2019	85.00
Account 53130 - Medical Totals			4	\$354.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	10-Risk-cell phone charges 4/12-5/11/19		05/20/2019	58.93
Account 53210 - Telephone Totals			1	\$58.93
Account 53420 - Worker's Comp & Risk				
231 - Indiana University Health Bloomington, INC	10-J. Parrott-worker comp assessment-9/25/18		05/31/2019	189.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO- INVOICE 201973-Workers Comp		05/21/2019	3,843.44
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO-INVOICE-201974-Workers Comp		05/21/2019	2,736.55
Account 53420 - Worker's Comp & Risk Totals			3	\$6,768.99
Account 53990 - Other Services and Charges				
204 - State Of Indiana	10-driver license checks-128, digital certified DLR-3		05/31/2019	139.00
Account 53990 - Other Services and Charges Totals			1	\$139.00
Program 100000 - Main Totals			62	\$21,256.16
Department 10 - Legal Totals			62	\$21,256.16
Fund 800 - Risk Management(S0203) Totals			62	\$21,256.16
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Charges Health Insurance				
17785 - The Howard E. Nyhart Company, INC	12-May Wellness Reimbursements \$850.00		05/22/2019	850.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals			1	\$850.00
Program 120000 - Main Totals			1	\$850.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 12 - Human Resources Totals		1	\$850.00
	Fund 801 - Health Insurance Trust Totals		1	\$850.00
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires		05/31/2019	2,218.35
13929 - Eckert's Tech Supply, INC	17-tire supplies		05/31/2019	224.19
4693 - Monroe County Tire & Supply, INC	17-#4161 tires		05/31/2019	1,523.74
4693 - Monroe County Tire & Supply, INC	17 - # 528 tires		05/31/2019	674.96
5111 - Spencer Trailers INC	17-#4300 tires/wheels		05/31/2019	220.00
	Account 52230 - Garage and Motor Supplies Totals		5	\$4,861.24
Account 52240 - Fuel and Oil				
4046 - Heritage-Crystal Clean, INC	17-fluids bulk		05/31/2019	50.00
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	05/31/2019	18,646.25
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	05/31/2019	8,145.00
	Account 52240 - Fuel and Oil Totals		3	\$26,841.25
Account 52320 - Motor Vehicle Repair				
4763 - Altec, INC (NUECO)	17-#466 outrigger cylinder		05/31/2019	2,172.44
6001 - Bernath, LLC (Sealmaster)	17-#493 burner kit and gaskets		05/31/2019	1,660.67
244 - Bloomington Ford, INC	17-#690 collar kit		05/31/2019	9.78
244 - Bloomington Ford, INC	17-#244 o2 sensor		05/31/2019	113.17
244 - Bloomington Ford, INC	17-#496 particulate filter		05/31/2019	3,225.43
244 - Bloomington Ford, INC	17-#p138 spark plugs, boots and gasket		05/31/2019	70.00
244 - Bloomington Ford, INC	17-#199d rear window brackets		05/31/2019	106.86
244 - Bloomington Ford, INC	17-#690 temp sensor and pigtail		05/31/2019	45.02
941 - Central Indiana Truck Equipment Corporation	17-#957 sump door handle		05/31/2019	127.31
4335 - Circle Distributing, INC	17-#709 switch ac compressor		05/31/2019	19.81
4335 - Circle Distributing, INC	17-#709 ac evaporator		05/31/2019	52.57
4335 - Circle Distributing, INC	17-stock bulbs		05/31/2019	13.72
4335 - Circle Distributing, INC	17-stock bulbs		05/31/2019	13.72



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4335 - Circle Distributing, INC	17-#690 hub, switch and pigtail		05/31/2019	325.20
4335 - Circle Distributing, INC	17-#817 spark plugs, coil and module		05/31/2019	36.72
4335 - Circle Distributing, INC	17-#817 spark plugs, coil and module		05/31/2019	112.23
5792 - Clark Truck Equipment Co., INC	17-#422 lift cylinder assy		05/31/2019	497.33
5792 - Clark Truck Equipment Co., INC	17-stock mounting kit		05/31/2019	3,767.00
594 - Curry Auto Center, INC	17-#696 blake		05/31/2019	18.55
1727 - Ditch Witch of Illinois	17-stock hand held remote		05/31/2019	164.46
4992 - Fleetpride, INC	17 various parts for the month of april		05/31/2019	1,977.24
4992 - Fleetpride, INC	17 - credit		05/31/2019	(1,600.00)
4992 - Fleetpride, INC	17 - #391 brake parts		05/31/2019	985.85
4992 - Fleetpride, INC	17 - #391 brake parts		05/31/2019	2,432.64
4992 - Fleetpride, INC	17 - core credit		05/31/2019	(1,600.00)
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil		05/31/2019	577.71
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil		05/31/2019	334.95
4044 - Industrial Hydraulics, INC	17-#951 cylinder		05/31/2019	136.14
455 - Industrial Service & Supply, INC	17-#521 hyd hose		05/31/2019	146.88
455 - Industrial Service & Supply, INC	17-#523 hyd hose and fittings		05/31/2019	115.51
796 - Interstate Battery System of Bloomington, INC	17-batteries		05/31/2019	1,210.87
11672 - Jack Doheny Companies, INC	17-#601 actuator, line and fittings		05/31/2019	107.20
11672 - Jack Doheny Companies, INC	17-#601 actuator, line and fittings		05/31/2019	758.13
4439 - JX Enterprises, INC	17-#948 doser valve		05/31/2019	216.73
4439 - JX Enterprises, INC	17 - credit		05/31/2019	(7.99)
4439 - JX Enterprises, INC	17- A/C lines and dreir		05/31/2019	499.15
4474 - Ken's Westside Service & Towing, LLC	17-towing services		05/31/2019	209.00
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#958 valve		05/31/2019	187.28
2974 - MacAllister Machinery Co, INC	17-#602 switch		05/31/2019	71.53
2974 - MacAllister Machinery Co, INC	17-#602 rod, pin an clip		05/31/2019	74.49
2974 - MacAllister Machinery Co, INC	17-#602 rod, pin an clip		05/31/2019	39.55
4693 - Monroe County Tire & Supply, INC	17-#739 tires		05/31/2019	230.50
4693 - Monroe County Tire & Supply, INC	17-#246 tires		05/31/2019	92.65
786 - Richard's Small Engine, INC	17-#609 electronic module		05/31/2019	111.22



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
786 - Richard's Small Engine, INC	17-#711 tires		05/31/2019	206.24
786 - Richard's Small Engine, INC	17-#724 air filters		05/31/2019	61.15
786 - Richard's Small Engine, INC	17 - 721 mower blades		05/31/2019	48.81
19681 - Southeastern Equipment Co, INC	17-#598 backup camera		05/31/2019	376.66
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 various parts for the month of april		05/31/2019	5,424.86
337 - Stansifer Radio Co, INC	17-#672 bulb		05/31/2019	34.40
54351 - Sternberg, INC	17-#429 starter		05/31/2019	296.84
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 power window switch		05/31/2019	53.84
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		05/31/2019	127.41
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		05/31/2019	333.85
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		05/31/2019	1,590.90
4398 - TruckPro Holding Corporation	17 - #391 brake parts		05/31/2019	447.38
2096 - West Side Tractor Sales CO.	17-#579 nut and bolt		05/31/2019	64.00
2096 - West Side Tractor Sales CO.	17-#625 hyd bracket		05/31/2019	83.17
Account 52320 - Motor Vehicle Repair Totals		58		<u>\$29,008.73</u>
Account 52420 - Other Supplies				
21104 - Cummins Crosspoint, LLC	17 - insite pro software update		05/31/2019	770.00
613 - Hoosier Penn Oil Company, INC	17 - Repair of oil hose reels and replacement of pump		05/31/2019	1,316.44
177 - Indiana Oxygen Company, INC	17-torch, other		05/31/2019	123.40
Account 52420 - Other Supplies Totals		3		<u>\$2,209.84</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/15/19		05/20/2019	177.98
Account 53510 - Electrical Services Totals		1		<u>\$177.98</u>
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17 - repairs to unit 689 installation of engine		05/31/2019	11,809.58
4044 - Industrial Hydraulics, INC	17-#951 cylinder		05/31/2019	612.50
Account 53620 - Motor Repairs Totals		2		<u>\$12,422.08</u>
Account 53640 - Hardware and Software Maintenance				
3472 - Lucity, INC	17-Annual Program Fee Renewal-Inv. date 4/30/19		05/31/2019	4,800.00
Account 53640 - Hardware and Software Maintenance Totals		1		<u>\$4,800.00</u>
Account 53650 - Other Repairs				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
613 - Hoosier Penn Oil Company, INC	17 - Repair of oil hose reels and replacement of pump		05/31/2019	450.00
	Account 53650 - Other Repairs Totals		1	\$450.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/31/2019	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/31/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/31/2019	34.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/31/2019	69.56
	Account 53920 - Laundry and Other Sanitation Services Totals		4	\$189.90
Account 54310 - Improvements Other Than Building				
3472 - Lucity, INC	17-Asset Management Web Interface Software Upgrade-4/30/19	BC 2019-37	05/31/2019	24,800.00
	Account 54310 - Improvements Other Than Building Totals		1	\$24,800.00
	Program 170000 - Main Totals		79	\$105,761.02
	Department 17 - Fleet Maintenance Totals		79	\$105,761.02
	Fund 802 - Fleet Maintenance(\$9500) Totals		79	\$105,761.02
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util				
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed DDC City/Util		05/21/2019	30.00
	Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals		1	\$30.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/20/2019	693.25
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/20/2019	410.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/21/2019	135.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/22/2019	289.61
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-05/22/2019		05/23/2019	146.99
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		5	\$1,675.27
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed DDC City/Util		05/21/2019	273.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		1	\$273.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/20/2019	2.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/20/2019	19.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/21/2019	121.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/22/2019	65.38
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-05/22/2019		05/23/2019	27.73
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			5	\$236.74
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		05/23/2019	17,924.72
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	\$17,924.72
Program 120000 - Main Totals			13	\$20,139.73
Department 12 - Human Resources Totals			13	\$20,139.73
Fund 804 - Insurance Voluntary Trust Totals			13	\$20,139.73
			336	\$446,865.30



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 43370 - Other Sales										
204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982		05/17/2019	05/17/2019	05/17/2019		05/17/2019	1,202.57
Account 43370 - Other Sales Totals								Invoice Transactions 1		\$1,202.57
Program 160000 - Main Totals								Invoice Transactions 1		\$1,202.57
Department 16 - Sanitation Totals								Invoice Transactions 1		\$1,202.57
Fund 730 - Solid Waste (S6401) Totals								Invoice Transactions 1		\$1,202.57
Grand Totals								Invoice Transactions 3		\$1,202.57



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	E54393/62	01-pellet bedding	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	49.90
4574 - John Deere Financial (Rural King)	E36770/62	01-pellet bedding	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	49.90
4574 - John Deere Financial (Rural King)	E17988/62	01-pellet bedding	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	44.90
4574 - John Deere Financial (Rural King)	E27782/62	01-bedding, rodent repelle	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	70.88
4574 - John Deere Financial (Rural King)	E38814/62	06-parts for tranquilizers	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	5.98
4574 - John Deere Financial (Rural King)	E45740/62	01-pellet bedding	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	49.90
Account 52210 - Institutional Supplies Totals								Invoice Transactions 6		\$271.46
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-APRIL 19	19-ACC-water/sewer bill-April 2019	Paid by Check # 69645		05/15/2019	05/15/2019	05/15/2019		05/15/2019	414.98
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$414.98
Account 53540 - Natural Gas										
222 - Vectren	50195420-050219	19-ACC-gas bill 4/2-5/2/19	Paid by Check # 69663		05/15/2019	05/15/2019	05/15/2019		05/15/2019	298.18
Account 53540 - Natural Gas Totals								Invoice Transactions 1		\$298.18
Program 010000 - Main Totals								Invoice Transactions 8		\$984.62
Department 01 - Animal Shelter Totals								Invoice Transactions 8		\$984.62
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	E36074/62	19 Whole Goods	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	33.98
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1		\$33.98
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial (Rural King)	E30086/62	19 Uniforms	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	374.90
Account 52430 - Uniforms and Tools Totals								Invoice Transactions 1		\$374.90
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	CTYHALL-APR 19	19-City Hall-water/sewer bill-April 2019	Paid by Check # 69645		05/15/2019	05/15/2019	05/15/2019		05/15/2019	489.13
208 - City Of Bloomington Utilities	TMPMTR-APRIL 19	19-Graffiti Team-Temp Mtr-water/sewer bill-April	Paid by Check # 69645		05/15/2019	05/15/2019	05/15/2019		05/15/2019	15.48
Account 53530 - Water and Sewer Totals								Invoice Transactions 2		\$504.61
Program 190000 - Main Totals								Invoice Transactions 4		\$913.49
Department 19 - Facilities Maintenance Totals								Invoice Transactions 4		\$913.49
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 12		\$1,898.11
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	39103921019-5/19	02-Middle Way House-elec. bill-5/3/19-#3910-	Paid by Check # 69652		05/15/2019	05/15/2019	05/15/2019		05/15/2019	9.64
223 - Duke Energy	81603883012-4/19	02-Sunflower & Petal-street light chqs-bill date	Paid by Check # 69653		05/15/2019	05/15/2019	05/15/2019		05/15/2019	4.04
223 - Duke Energy	76403747021-5/19	02-420 E. 19th-HAWK Signal-elec. bill 4/2-	Paid by Check # 69654		05/15/2019	05/15/2019	05/15/2019		05/15/2019	14.37
223 - Duke Energy	93603608028-5/19	02-10th & Union-electric bill 4/8-5/8/19	Paid by Check # 69655		05/15/2019	05/15/2019	05/15/2019		05/15/2019	43.48
223 - Duke Energy	38103924011-05/19	19-crosswalk-220 W. Tapp-elec. bill-bill date	Paid by Check # 69656		05/15/2019	05/15/2019	05/15/2019		05/15/2019	4.70
223 - Duke Energy	12403886015-4/19	02-912 S. Walnut-Crosswalk-electric bill-	Paid by Check # 69657		05/15/2019	05/15/2019	05/15/2019		05/15/2019	9.14
223 - Duke Energy	91403886012-4/19	02-420 W. 4th-Crosswalk-electric bill-3/27-4/26/19	Paid by Check # 69658		05/15/2019	05/15/2019	05/15/2019		05/15/2019	9.28
223 - Duke Energy	STRLGHTSUM-5/19	02-Street Light Summary Electric bill-5/7/19	Paid by Check # 69659		05/15/2019	05/15/2019	05/15/2019		05/15/2019	35,129.51
223 - Duke Energy	TRFSIGNSUM-5/19	02-Traffic Signal Summary electric bill-bill	Paid by Check # 69660		05/15/2019	05/15/2019	05/15/2019		05/15/2019	2,936.29
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 9		\$38,160.45
Program 200000 - Main Totals								Invoice Transactions 9		\$38,160.45
Department 20 - Street Totals								Invoice Transactions 9		\$38,160.45
Fund 450 - Local Road and Street(S0706) Totals								Invoice Transactions 9		\$38,160.45
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	STRHM-APRIL 19	19-Street Dept-Fire Hydrant meter-	Paid by Check # 69645		05/15/2019	05/15/2019	05/15/2019		05/15/2019	41.84
208 - City Of Bloomington Utilities	STREET-APR 2019	19-Street Dept-water/sewer bill-April	Paid by Check # 69645		05/15/2019	05/15/2019	05/15/2019		05/15/2019	139.59
208 - City Of Bloomington Utilities	TRAFFIC-APR 2019	19-Traffic Bldg-water/sewer bill-April	Paid by Check # 69645		05/15/2019	05/15/2019	05/15/2019		05/15/2019	26.14
Account 53530 - Water and Sewer Totals								Invoice Transactions 3		\$207.57



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222 - Vectren	52414143-050619	19-Traffic Bldg-gas bill 4/4-5/6/19	Paid by Check # 69663	05/15/2019	05/15/2019	05/15/2019	05/15/2019	42.00
222 - Vectren	52418247-050619	19-Street Dept-gas bill 4/4-5/6/19	Paid by Check # 69663	05/15/2019	05/15/2019	05/15/2019	05/15/2019	44.26
Account 53540 - Natural Gas Totals						Invoice Transactions 2		\$86.26
Program 200000 - Main Totals						Invoice Transactions 5		\$293.83
Department 20 - Street Totals						Invoice Transactions 5		\$293.83
Fund 451 - Motor Vehicle Highway(S0708) Totals						Invoice Transactions 5		\$293.83
Fund 452 - Parking Facilities(S9502)								
Department 26 - Parking								
Program 260000 - Main								
Account 53210 - Telephone								
1079 - AT&T	812334979005-19	02-Pkg Garages-phone charges 4/8-5/7/19	Paid by Check # 69643	05/15/2019	05/15/2019	05/15/2019	05/15/2019	431.64
Account 53210 - Telephone Totals						Invoice Transactions 1		\$431.64
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4THSTGAR-APR 19	19-4th Street Garage-water/sewer bill-April	Paid by Check # 69645	05/15/2019	05/15/2019	05/15/2019	05/15/2019	38.91
208 - City Of Bloomington Utilities	MRTNGAR-APRIL 19	19-Morton St Garage-water/sewer bill-April	Paid by Check # 69645	05/15/2019	05/15/2019	05/15/2019	05/15/2019	27.48
Account 53530 - Water and Sewer Totals						Invoice Transactions 2		\$66.39
Program 260000 - Main Totals						Invoice Transactions 3		\$498.03
Department 26 - Parking Totals						Invoice Transactions 3		\$498.03
Fund 452 - Parking Facilities(S9502) Totals						Invoice Transactions 3		\$498.03
Fund 730 - Solid Waste (\$6401)								
Department 16 - Sanitation								
Program 160000 - Main								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	SANIT-APRIL 19	19-Sanitation Bldg-water/sewer bill-April	Paid by Check # 69645	05/15/2019	05/15/2019	05/15/2019	05/15/2019	149.90
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$149.90
Account 53540 - Natural Gas								
222 - Vectren	50195440-050219	19-Sanitation Bldg-gas bill 4/2-5/2/19	Paid by Check # 69663	05/15/2019	05/15/2019	05/15/2019	05/15/2019	56.43
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$56.43
Program 160000 - Main Totals						Invoice Transactions 2		\$206.33
Department 16 - Sanitation Totals						Invoice Transactions 2		\$206.33
Fund 730 - Solid Waste (\$6401) Totals						Invoice Transactions 2		\$206.33
Fund 800 - Risk Management(S0203)								
Department 10 - Legal								
Program 100000 - Main								
Account 52430 - Motor Vehicle Repair								
4574 - John Deere Financial (Rural King)	E30391/62	10 gloves for tree crew Rural King	Paid by Check # 69661	05/15/2019	05/15/2019	05/15/2019	05/15/2019	131.35
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		\$131.35
Program 100000 - Main Totals						Invoice Transactions 1		\$131.35
Department 10 - Legal Totals						Invoice Transactions 1		\$131.35
Fund 800 - Risk Management(S0203) Totals						Invoice Transactions 1		\$131.35
Fund 802 - Fleet Maintenance(S9500)								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 52320 - Motor Vehicle Repair								
4574 - John Deere Financial (Rural King)	E36063/62	17 - stock safety fuel cans	Paid by Check # 69661	05/15/2019	05/15/2019	05/15/2019	05/15/2019	98.97
Account 52320 - Motor Vehicle Repair Totals						Invoice Transactions 1		\$98.97
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	E49762/62	17-Blasting Abrasive	Paid by Check # 69661	05/15/2019	05/15/2019	05/15/2019	05/15/2019	13.98
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$13.98
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	FLEET-APRIL 19	19-Fleet Maint.-water/sewer bill-April	Paid by Check # 69644	05/15/2019	05/15/2019	05/15/2019	05/15/2019	104.18
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$104.18
Account 53540 - Natural Gas								
222 - Vectren	51863666-050619	19-Fleet Maint-gas bill 4/4-5/6/19	Paid by Check # 69663	05/15/2019	05/15/2019	05/15/2019	05/15/2019	81.01
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$81.01
Program 170000 - Main Totals						Invoice Transactions 4		\$298.14
Department 17 - Fleet Maintenance Totals						Invoice Transactions 4		\$298.14
Fund 802 - Fleet Maintenance(S9500) Totals						Invoice Transactions 4		\$298.14
Grand Totals						Invoice Transactions 38		\$41,486.24

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/31/2019	Bank Fees				
5/31/2019	Claims				446,865.30
5/15/2019	Special Utility Claims				41,486.24
	Month Of April HSA/WorkComp/MT & Gym/CIGNA				
5/17/2019	Sales Tax For April 2019				1,202.57
					<u>489,554.11</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 489,554.11

Dated this 28 day of May 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 Office_____