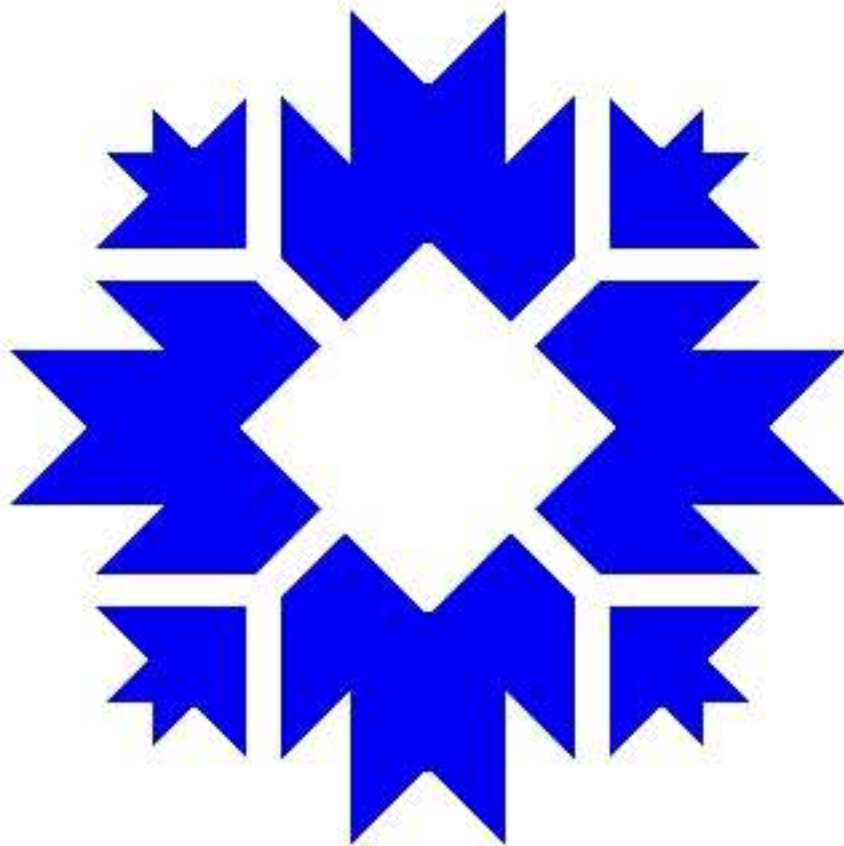


Board of Public Works Meeting

July 11, 2017



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, July 11, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS

1. Open Sealed Bids for Fire Apparatus Pumper Truck

IV. HEARINGS ON NOISE APPEAL

1. Appeal of Noise Citation #37531 at 534 S. Ronson St., Apt. 4209

V. CONSENT AGENDA

1. Approval of Minutes-June 27, 2017
2. Request for Noise Permit for Phi Kappa Sigma Concert for a Cure (Saturday, 10/14)
3. Amend Resolution 2017-49: Use of Public Right-of-Way for Student Involvement Fair (Monday, 8/28)
4. Resolution 2017-53: Use of City Streets for McDoel Neighborhood Street Painting Party (Sunday, 7/16)
5. Resolution 2017-54: Use of City Streets for Hoosiers Outrun Cancer (Saturday, 9/30)
6. Resolution 2017-55: Allow Mobile Vendor to Operate in the Public Right-of-Way (Paradise Food)
7. Resolution 2017-56: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Kona Ice)
8. Resolution 2017-57: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Chocolate Moose)
9. Right-of-Way Dedication on E. 17 St.
10. Request for Noise Permit for Millions Marching for Medicare-for-All Bloomington (Monday, 7/24)
11. Approval of Payroll Register

VI. NEW BUSINESS

1. Approve Fiber Conduit Relocation Agreement with AT&T
2. Approve 2nd Amendment to Memorandum of Understanding with H.M. Mac Construction, LLC to Use Public Right of Way During Construction of the Urban Station

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

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

Appeal of Noise Ordinance Citation #37531

Appellant Information:

Henery Cash
534 S. Ronson St., Apt. 4209
Bloomington, Indiana 47403
Date Appealed: 06/20/2017

Citation Information:

Issued: 06/14/2017
Officer: James D. Ridge
Place: 534 S. Ronson St., Apt. 4209
Bloomington, IN 47403
For: Excessive Loud Noise from Residence

City's Position:

The Noise Ticket was properly issued. The complaint of noise was issued at 2:29 p.m. by a neighbor complaining of loud music coming from Henery Cash's apartment. Officer Ridge arrived on scene 3:04 p.m. and could still hear the sound of music from coming from Mr. Cash's apartment.

Appellant's Description:

Mr. Cash appeals this notice of violation because he regularly plays music during the afternoon hours and other people in the apartment complex also play music there as well.

Analysis:

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise complained of was unreasonable
2. That the noise caused or allowed to occur by someone who controlled or occupied the property from which the noise originated.

The noise complained of was unreasonable:

- § 14.09.030(a) unreasonable noise shall mean sound that is of a volume, frequency, or pattern that disrupts, the comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.
- § 14.09.030(c)(4) It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound **in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing.**

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:
 - **A Person who makes the unreasonable noise,**

- **A person who allows the unreasonable noise to be made in or on property occupied by the person, and/or**
- **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

- A complaint came in for excessive noise at approximately 2:29 p.m. The neighbor complained that the music was so loud it shook the walls. Officer Ridge arrived at 534 S. Ronson St., Apt. 4209, at approximately 3:04 p.m. and he could still hear loud music coming from 534 S. Ronson St., Apt. 4209. Mr. Cash lives at the property.

Conclusion:

- The facts establish that noise was audible from off the property that was either continuous or intermittent for at least 15 minutes. The ticket was issued to a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Cash's first violation of this ordinance. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).

06/21/17
17:55

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

302
Page: 1

Call Number: 170614202

Nature: NOISE
Reported: 14:29:53 06/14/17
Rcvd By: SYLVESTER S How Rcvd: T
Occ Btwn: 14:29:53 06/14/17 and 14:29:53 06/14/17
Type: 1
Priority: 2

Address: 534 S RONSON ST; APT 4209
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: DENSON,DANIEL
Address: 534 S RONSON ST ;APT 4210
Phone: (812)272-5116

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
ALBERSON J	14:57:54 06/14/17	1579	DISP	LB4	BPD	(MDC) Enroute to a call incid#=B17-23067 call=1641
RIDGE JA	14:58:44 06/14/17	1619	ENRT	LB4	BPD	(MDC) Assisting unit 1579 incid#=B17-23067 call=1641
RIDGE JA	14:59:57 06/14/17	1619	T	LB4	BPD	(MDC), call=1641
ALBERSON J	15:01:48 06/14/17	1579	ER	LB4	BPD	(MDC) Enroute to a call incid#=B17-23067 call=1641
ALBERSON J	15:01:49 06/14/17	1579	AR	LB4	BPD	(MDC) Arrived on scene incid#=B17-23067 call=1641
RIDGE JA	15:04:25 06/14/17	1619	AR	LB4	BPD	(MDC) Arrived on scene incid#=B17-23067 call=1641
RIDGE JA	15:28:04 06/14/17	1619	CITE	LB4	BPD	(MDC) Completed call incid#=B17-23067 call=1641
ALBERSON J	15:29:32 06/14/17	1579	CE	LB4	BPD	(MDC) Completed call incid#=B17-23067 call=1641

COMMENTS

CP STATES LOUD MUSIC FOR 20 MIN HER WALLS ARE SHAKING. TRIED ASKING THEM TO TURN IT DOWN AND THEY JUST SHUT THE DOOR ON HER. THIS HAS HAPPENED A FEW TIMES.

14:35:55 06/14/2017 - SYLVESTER S
CAN HEAR THE MUSIC OVER THE CP ON THE CALL
15:10:12 06/14/2017 - STURGEON H - From: RIDGE JA
HENRY CASH 11/06/1995
15:28:04 06/14/2017 - RIDGE JA
apt 4209 cited for noise; all occupants advised of dc for 24 hours; very

06/21/17
17:55

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

302
Page: 2

uncooperative cash, henery

UNIT HISTORY

Unit	Time/Date	Code
1579	14:57:54 06/14/17	DISP
1579	15:01:48 06/14/17	ER
1579	15:01:49 06/14/17	AR
1579	15:29:32 06/14/17	CE
1619	14:58:44 06/14/17	ENRT
1619	14:59:57 06/14/17	T
1619	15:04:25 06/14/17	AR
1619	15:28:04 06/14/17	CITE

RESPONDING OFFICERS

Unit	Officer
1579	ALBERSON J
1619	BRUMMETT C
1619	RIDGE JA

INVOLVEMENTS

Type	Record#	Date	Description	Relationship
LW	B17-23067	06/14/17	NOISE B17-23067 534 S RONSON	Initiating Call



Appeal of Noise Citation to the Board of Public Works

City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Henery Cash

Phone Number (317)340-2239

Citation Number: 37531

Date on Noise Citation: June 14th, 2017

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

Local Address:

534 S Ronson St

APT:4209

Bloomington, IN

Permanent Address:

1129 E 91st

Indianapolis, IN

46240

Today's Date: June 20, 2017

Reason for Appeal: I do not believe the citation was on the proper grounds of disturbance. I live and have at The Dillon right next to the pool in which we play music constantly on an everyday basis from 12-6pm. On June 14th my neighbor decided to call the cops who repeatedly threatened me with jail, which led to tension on both sides. Living pool side at the Dillon music is an everyday thing, and living here for the past two years in the same area, i have never been in trouble for playing music in the middle of the day. I would like this citation appealed because as a resident of The Dillon i am respectful of a students life and understand at 2:30pm on a Wednesday listening to music and cleaning my home should not be a crime.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of June 20, 2017
When the Board of Public Works will consider my appeal.

Henery C. Cash Jr.

Signature

06/20/2017

Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

The Board of Public Works meeting was held on Tuesday, June 27, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo

ROLL CALL

City Staff: Matt Smethurst – Planning and Transportation
Andrew Cibor – Planning and Transportation
Roy Aten – Planning and Transportation
Adam Wason – Public Works
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes-June 13, 2017
2. Resolution 2017-51: Declare Surplus Property and Authorize City Auction
3. Resolution 2017-52: Use of Downtown Public Trees for the Wrapped in Love Event (October – March)
4. Approve the Addendum to 2016 Pavement Markings Agreement with Indiana Traffic Services
5. Approve the Outdoor Lighting Service Agreement with Duke Energy for the South Hampton Subdivision Streetlights
6. Approve Change Order #1 for 3rd St./Woodscrest Dr.
7. Approval of Payroll Register for 6/23/17 in the amount of \$387,165.20

CONSENT AGENDA

Palazzo made a motion to approve the items on the Consent Agenda. Cox Deckard seconded. The motion passed. Consent Agenda approved.

NEW BUSINESS

Matthew Smethurst, with Planning and Transportation, presented the request to Award Contract to E&B Paving, Inc. for the Allen St./Walnut St. & 4th St./Rogers St. Intersection Improvements Construction. See meeting packet for further details.

Cox Deckard asked about the start date for the projects.

Smethurst estimated the projects would start in three weeks.

Palazzo made a motion to Award Contract to E&B Paving, Inc. for the Allen St./Walnut St. & 4th St./Rogers St. Intersection Improvements Construction. Cox Deckard seconded. The motion passed. Contract approved.

Andrew Cibor, with Planning and Transportation, presented the Memorandum of Understanding with Koppers for the Use of Public Right-of-Way for Construction at 10th St. and Jefferson St. See meeting packet for further details.

Palazzo made a motion to approve the Memorandum of Understanding with Koppers for the Use of Public Right-of-Way for Construction at 10th St. and Jefferson St. Cox Deckard seconded. The motion passed. Memorandum approved.

Roy Aten, with Planning and Transportation, presented the Request for Temporary Lane Restrictions and Sidewalk Closure from Indiana University (IU) at 7th St. and Indiana Ave. See meeting packet for further details.

Cox Deckard noted that there will be another closure for the IU Student Life and Learning Involvement Fair, which was authorized at a previous meeting.

Palazzo made a motion to approve Request for Temporary Lane Restrictions and Sidewalk Closure from Indiana University at 7th St. and Indiana Ave. Cox Deckard seconded. The motion passed. Closure approved.

Aten presented Change Order #5 for the Woodlawn Railroad

**Award Contract to
E&B Paving, Inc. for
the Allen St./Walnut St.
& 4th St./Rogers St.
Intersection
Improvements
Construction**

**Approve the
Memorandum of
Understanding with
Koppers for the Use of
Public Right-of-Way
for Construction at
10th St. and Jefferson
St.**

**Request for Temporary
Lane Restrictions and
Sidewalk Closure from
Indiana University at
7th St. and Indiana Ave.**

Approve Change Order

Crossing Project. See meeting packet for further details.

Palazzo made a motion to approve Change Order #5 for the Woodlawn Railroad Crossing Project. Cox Deckard seconded. The motion passed. Change order approved.

Adam Wason, with Public Works, presented the Engineering Service Agreement for the 4th St. Parking Garage Electrical Replacement Project. See meeting packet for further details.

Palazzo asked about the possibility of utilizing a structural engineer.

Wason explained that the City is currently investing about \$150,000 each year in structural improvements to prolong the life of the garage. Staff will look more into the use of a structural engineer with the upcoming 2018 budget.

Cox Deckard added that she believes this should be done in the earlier part of 2018.

Palazzo suggested that instead of continuing to spend money on improvements, we should focus on a structural review first.

Wason explained the money is being put towards structural improvements.

Cox Deckard asked if the 2017 budget allows for the electrical work.

Wason confirmed. The majority of the spending for the garages are for upkeep and capital improvements.

Cox Deckard commented that the work that is being done will withstand any additional updates to the structure.

Palazzo made a motion to approve the Engineering Service

**#5 for the Woodlawn
Railroad Crossing
Project**

**Approve the
Engineering Service
Agreement for the 4th
St. Parking Garage
Electrical Replacement
Project**

Agreement for the 4th St. Parking Garage Electrical Replacement Project. Cox Deckard seconded. The motion passed. Agreement approved.

Wason provided the following announcements:

- Animal Shelter Renovations: The construction project should resume tomorrow. There have been some delays due to the weather.
- Upcoming Retirement: Mike Young, the Fleet Maintenance Manager, will retire soon. He has been with the City for more than 40 years.

**STAFF REPORTS &
OTHER BUSINESS**

Wason noted the various street paving purchases listed on the claims register.

**APPROVAL OF
CLAIMS**

Palazzo moved to approve the Claims Register for 6/14/17-6/30/17 in the amount of \$320,447.08. Cox Deckard seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 5:49 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Concert for a Cure

Petitioner/Representative: Phi Kappa Sigma

Staff Representative: Sean M. Starowitz

Meeting Date: July 11th, 2017

Event Date: October 14th, 2017

Phi Kappa Sigma will be holding their annual Concert for a Cure in which funds are raised toward the Leukemia and Lymphoma Society. The event will start at 8 PM and go until 11:00 PM on October 14th, 2017 at 1000 Atwater Avenue. The event will have amplified live music and instruments.

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



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:	Concert for a Cure		
Location of Event:	1000 Atwater Avenue		
Date of Event:	October 14 th , 2017	Time of Event:	Start: 8:00 P.M.
Calendar Day of Week:	Saturday		End: 12:00 A.M.
Description of Event:	We are holding our annual Concert for a Cure in which we raise money for our philanthropic sponsor the Leukemia and Lymphoma Society. We hold this concert every year in order to raise funds and awareness for the two blood cancers and push for the search of the cure.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: The Leukemia and Lymphoma Society	

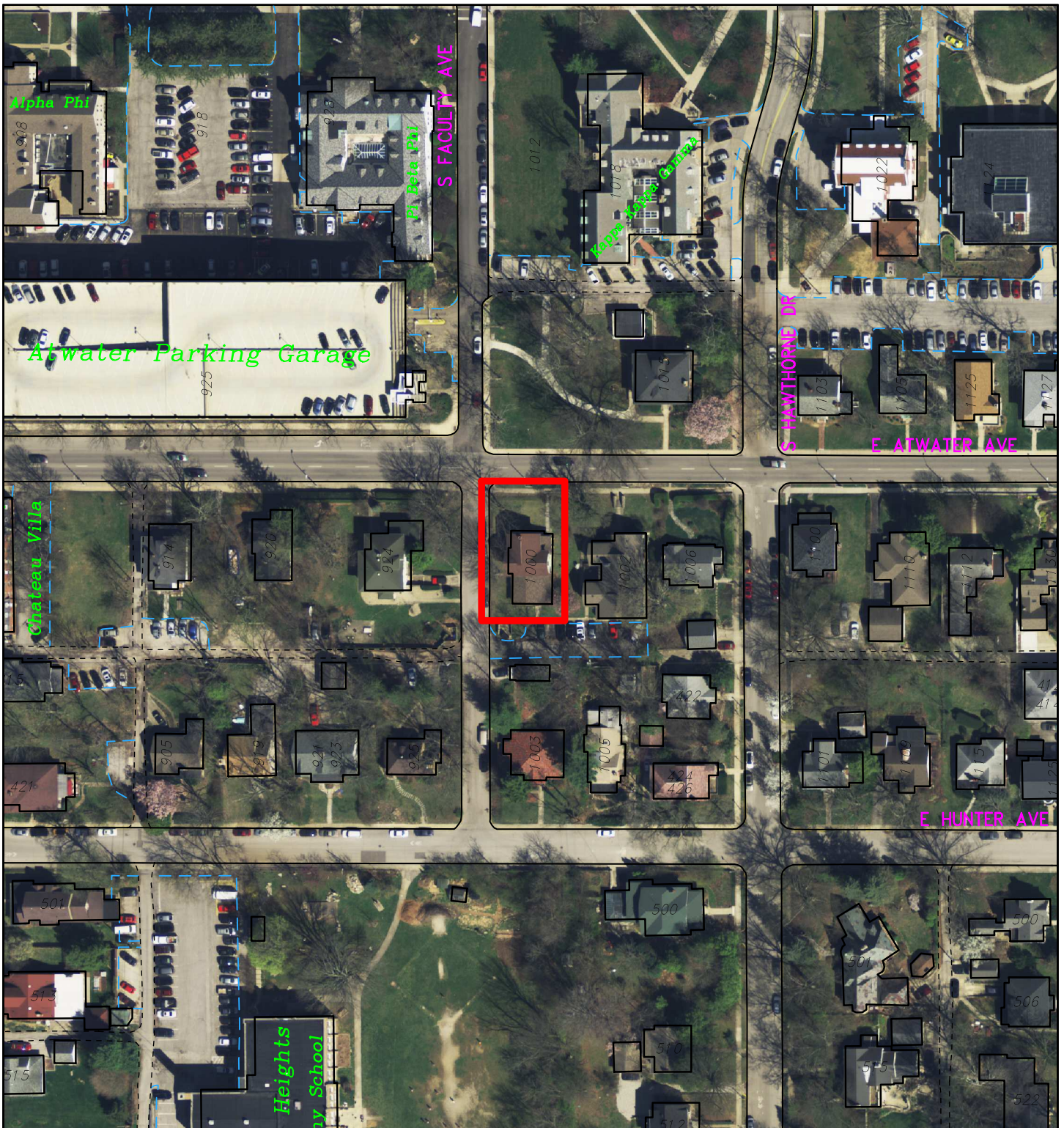
Applicant Information

Name:	Winston Yeh		
Organization:	Phi Kappa Sigma	Title:	Philanthropy
Physical Address:	1000 Atwater Avenue		
Email Address:	winstonyeh@gmail.com	Phone Number:	973-632-4521
Signature:	Winston Yeh	Date:	June 12 th , 2017

FOR CITY OF BLOOMINGTON USE ONLY

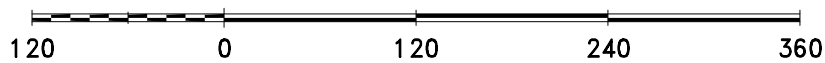
In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
Kyla Cox Deckard, President	Kelly Boatman, Vice-President
Date	Dana Palazzo, Secretary



Concert for a Cure (10/14/17 8pm to 11pm)

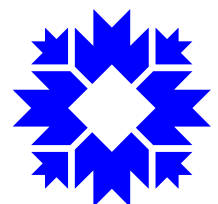
By: hoseav
7 Jul 17



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 120'



Board of Public Works Staff Report

Project/Event: IU Student Life and Learning Involvement Fair

Staff Representative: Sean Starowitz

Petitioner/Representative: Valerie Nettleton

Date: July 22, 2017

Report: IU Student Life and Learning are asking to change the time of their closure of 7th Street between Woodlawn and Indiana on August 28th to noon until 10 pm for the Student Involvement Fair. The closure requested in the original Resolution was from 6 am – 7 pm. Everything else in the original Resolution will remain the same. Resolution 2017-49 has been amended. BPD has approved this change.

Recommendation and Supporting Justification: The petitioners have provided a traffic control plan, will provide insurance and traffic control. The event is in a campus area. A noise waiver has been included in the resolution as well as a hold harmless clause.

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

**BOARD OF PUBLIC WORKS
AMENDED RESOLUTION 2017 -49**

IU STUDENT LIFE AND LEARNING INVOLVEMENT FAIR

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

WHEREAS, IU Student Life and Learning has requested use of city streets to conduct a student involvement fair; and

WHEREAS, IU Student Life and Learning has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Student Life and Learning to provide an event of high quality that is mutually beneficial to participants and the community on Monday, August 28, 2017.
3. IU Student Life and Learning shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IU Student Life and Learning agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Student Life and Learning agrees to close the streets not before 12 p.m. on Monday, August 28, 2017 and to remove barricades and signage by 10:00 p.m. on Monday, August 28, 2017. The event hours will be 4 p.m. to 8 p.m.
4. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Monday, August 28, 2017.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

AMENDED RESOLUTION 2017-49

6. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. IU Student Life and Learning shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, IU Student Life and Learning, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

IU STUDENT LIFE AND LEARNING

Kyla Cox Deckard

Signature

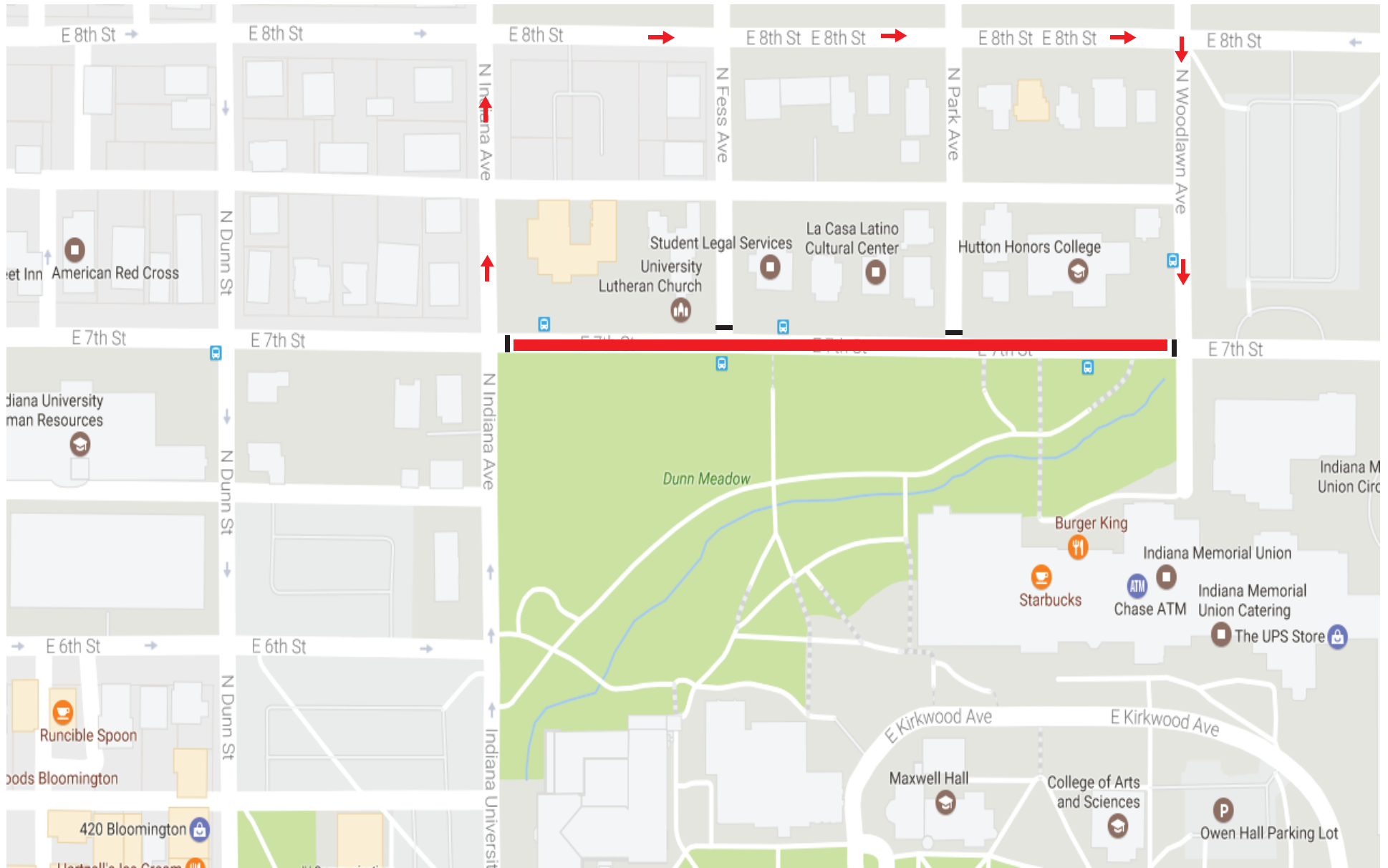
Kelly M. Boatman

Printed Name

Dana Palazzo

Position

Date



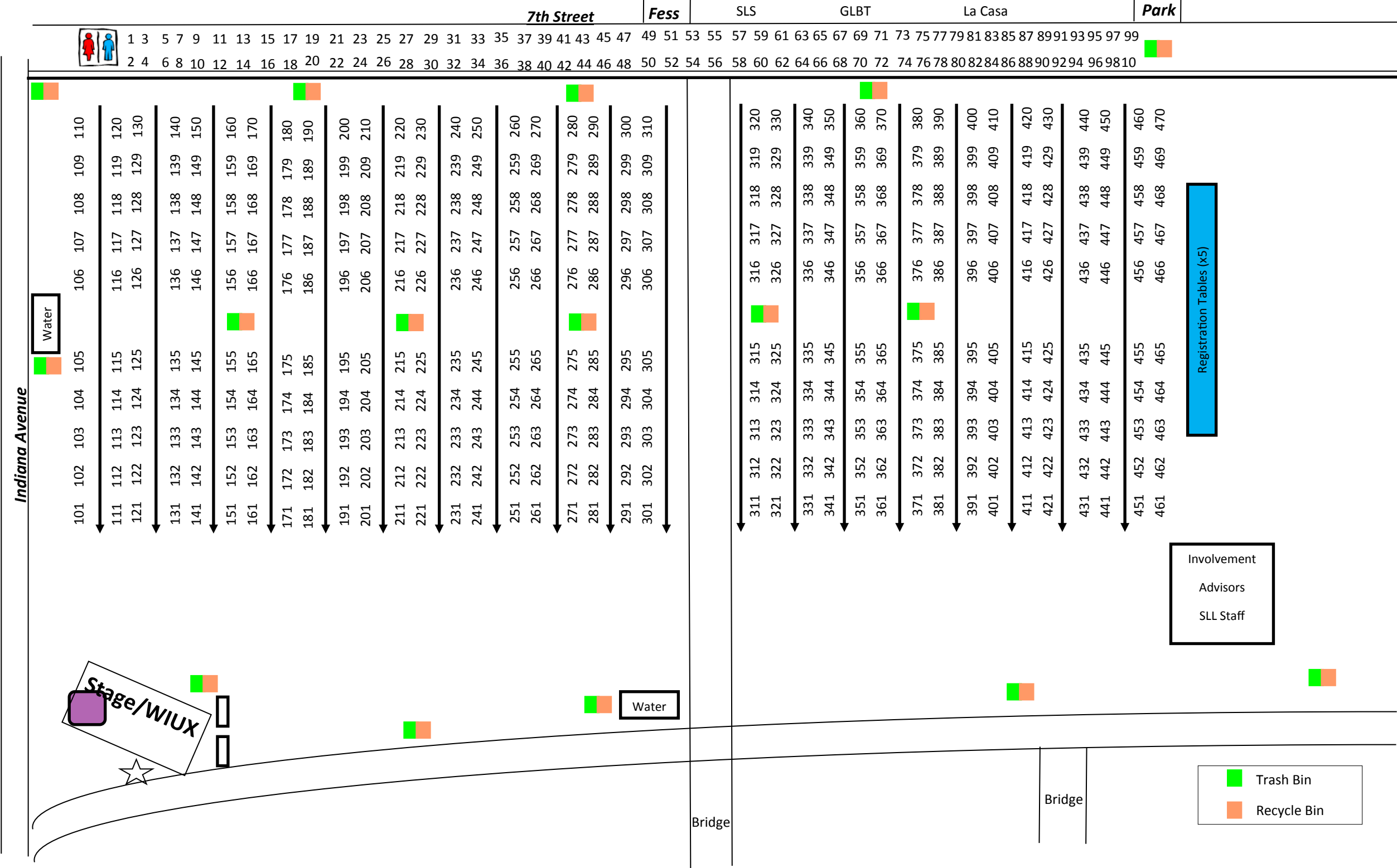
Road Closure



Detour



Type 3 Barricade





Board of Public Works Staff Report

Project/Event: McDoel Neighborhood Street Painting Party

Petitioner/Representative: Economic and Sustainable Development

Staff Representative: Sean M. Starowitz

Meeting Date: July 11, 2017

The McDoel Neighborhood Association subset, “Dodds and Fairview Street Painting Group” will be hosting a Street Mural Painting Party on Sunday, July 16, 2017 from 9am to 7pm with a rain date of July 30th.

McDoel Neighborhood’s Dodds and Fairview Street Painting Group is requesting permission to paint and partially close the intersection of Fairview and Dodds Street with one travel lane open at all times. Andrew Cibor, Traffic and Transportation Engineer and Neil Kopper, Project Engineer in the Planning and Transportation Department have approved this design. Street Department has approved as well.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-53
MCDOEL NEIGHBORHOOD STREET PAINTING PARTY**

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

WHEREAS, the McDoel Neighborhood subset “Dodds and Fairview Street Painting Group”, and City of Bloomington Economic & Sustainability Department (hereinafter referred to as “Neighborhood” and “City”) are desirous of the partially closing the intersection of Fairview Street and Dodds Street to hold a paint the street party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

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 declares the intersection Fairview & Dodds Streets will be partially closed to motor vehicle traffic with one lane open at all times, from 9 am to 1 pm on Sunday, July 16, 2017 (rain date Sunday, July 30, 2017) for the purpose of staging a neighborhood block party and street mural painting.
2. The Neighborhood shall be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. The Neighborhood shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Neighborhood agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Neighborhood agrees to close the street not before 9am. on Sunday, July 16, 2017 and to remove barricades and signage by 7 pm. on Sunday, July 16, 2017. Rain date of Sunday, July 30, 2017.
4. The Neighborhood shall be responsible for obtaining any and all required permits or licenses as well as being responsible for all legal and financial expenditures.
5. The Neighborhood shall be responsible for notifying the general public, public transit and public safety agencies of the street closing at least 48 hours in advance.
6. 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 event.
7. The City shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 6 pm on the day of the event.

8. _____, a duly authorized representative of the Neighborhood, represents that he/she has been fully empowered by proper action of the Neighborhood to bind the Neighborhood to the terms and conditions set forth in this Resolution and does so bind the Neighborhood by his/her signature set forth below.

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS

ALL TERMS AND CONDITIONS
CONTAINED IN THIS RESOLUTION
AND AGREED TO:

Kyla Cox Deckard, President

Signature

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Date:



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

ESD 812.349.3418
PW 812.349.3410



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Name: Keith Romaine, Michael Valliant, Julia Debrucker Valliant, Amy Roche
Title/Position: Dodds and Fairview Street Painting Group
Organization: Sub set or McDoel Gardens
Address: 608 West Dodds Street
City, State, Zip: Bloomington, IN 47403
E-Mail Address: mvallian@gmail.com, romainedesign@gmail.com
Phone Number: 812.322.6101 – Keith , Mobile Phone:
812.340.1865 - Michael

2. Any Other Organizations Involved (including Food Vendors if applicable)

Name: none

3. Event Information

Type of Event ☐ Metered Parking Space(s) ☐ 5k Run/Walk ☐ Festival ☒ Block Party
☐ Parade ☐ Other (Explain)

Date of Event: July 16th Rain date July 30th

Time of Event:	pm	Start:	9:00 am	End:	7:00
Setup/Teardown time Needed:	pm	Start:	8:00 am	End:	8:00

Calendar Day of Week:	Sunday		
Description of Event:	We want to paint the intersection of Dodds and Fairview. We plan to do it in a way that cars can pass. Our goal is to enliven the intersection and slow traffic.		
Expected Number of Participants:	About 10 at a time with a total of about 40	Expected # of vehicles:	0

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and
<input type="checkbox"/>	Notification to business/residents (copy of letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation <ul style="list-style-type: none"> • Determine if No Parking Signs will be required

8.

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 Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received: 6.29.17 Received By: SS

Date Approved: 6.29.17 Approved By: SS

Dear McDoel Gardens neighbors on Dodds, Wylie, and Fairview streets

This letter is to invite you to, and notify you about, a Sunday morning neighborhood block party.

Sunday, July 16

(Rain date = Sunday, July 30)

9am to 7pm

Location: intersection of Fairview and Dodds streets

Since the purpose of the party will be to paint a design on the street, the intersection will be partially blocked, but one lane will be open at all times. Cars will be able to get through, but you may wish to use other intersections when driving.

Please come paint! Children aged 8 and up are also welcome to paint.

Join us. Contact one of the people below to learn more.

All the very best,

Your neighbors at Fairview and Dodds Streets

Contacts:

Michael Valliant: (812) 340-1865, mvallian@gmail.com

Julia Valliant: (812) 606-4116, like.a.gown@gmail.com

Keith Romaine: (812) 322-6101, romainedesign@gmail.com

Amy Roche: (812) 345-4008, amylroche@gmail.com



Laurel Waters <watersl@bloomington.in.gov>

Re: July 11th BPW for a Block Party

Joe Johnson <johnsonj@bloomington.in.gov>

Wed, Jul 5, 2017 at 7:48 AM

To: Laurel Waters <watersl@bloomington.in.gov>

Cc: Scott Oldham <oldhams@bloomington.in.gov>, Lew May <mayl@bloomingtontransit.com>

Laurel

BFD is good with this. In the event we have an incident west of that intersection on Dodds we will have to drive through the paint wet or dry.

On Thu, Jun 29, 2017 at 9:19 AM, Laurel Waters <watersl@bloomington.in.gov> wrote:

Good morning,

Please let me know if you have any issues with the attached event. It needs to go on the July 11th agenda, so if you could let me know as soon as possible it would be most appreciated.

Thanks,

Laurel

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

From: Sean Starowitz <starowis@bloomington.in.gov>

Date: Thu, Jun 29, 2017 at 9:01 AM

Subject: July 11th BPW for a Block Party

To: Laurel Waters <watersl@bloomington.in.gov>

Thanks - Do you mind getting started on this one.

S.

—

All the best,

Sean M. Starowitz

Assistant Director for the Arts,

City of Bloomington

Economic & Sustainable Development Department (ESD)

401 N. Morton St., Suite 150 PO Box 100

Bloomington, Indiana 47402

V: 812-349-3534

F: 812-349-3535

—

Laurel Waters

City of Bloomington

Economic & Sustainable Development

812.349.3418

watersl@bloomington.in.gov

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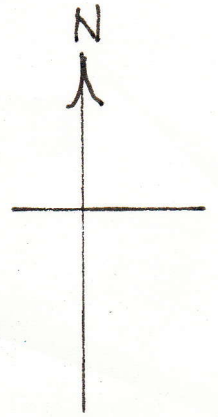
Joe Johnson

Fire Inspection Officer

Bloomington Fire Department

812-349-3886

FAIRVIEW
STREET

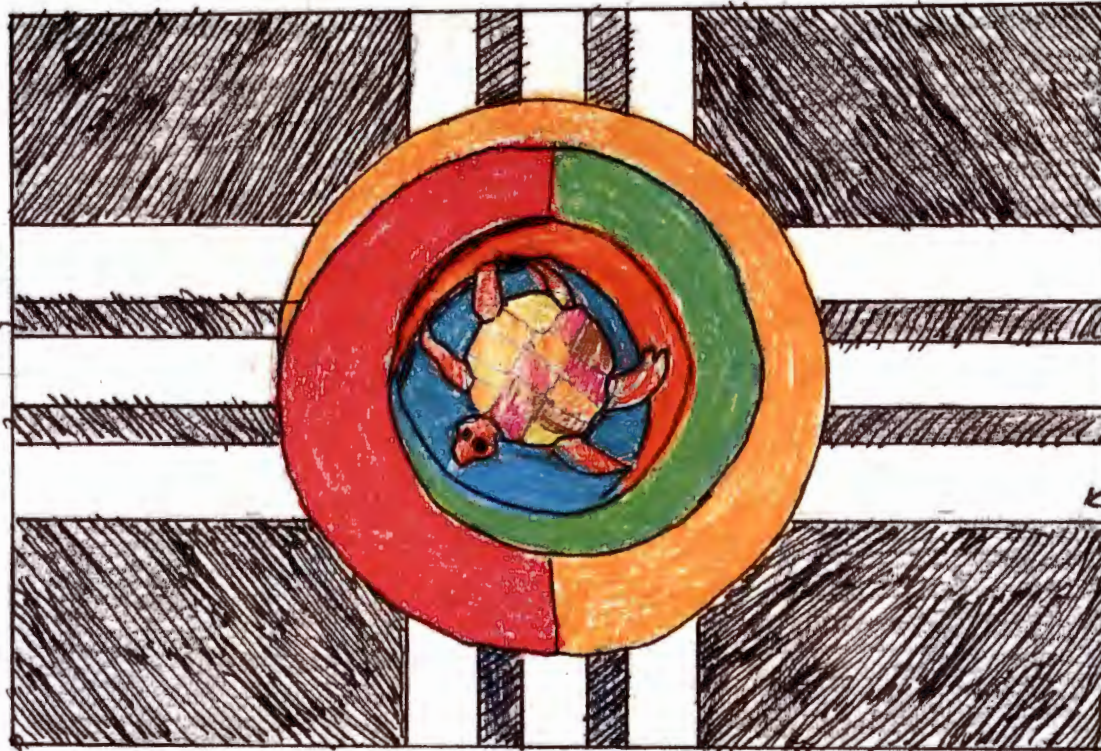


DODDS
STREET



DODDS
STREET

FAIRVIEW
STREET



FAIRVIEW
STREET

WHITE PAINT

STREET
COLOR

DODDS
STREET



Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer

Petitioner/Representative: INTIMECO Productions/Bill Bartley

Staff Representative: Sean Starowitz

Meeting Date: July 11, 2017

The 18th Hoosiers Outrun Cancer is scheduled for Saturday, September 30, 2017 and is a benefit for the IU Health Olcott Center and Bloomington Hospital Foundation. Most of the route is on the Indiana University campus in the area of Memorial Stadium, but there are some City streets utilized. Petitioners also request a noise permit for live music and race announcements. The race/walk start at 10 am and conclude at 11:30 am. The Memorial Stadium is the staging area and the activities take place on the stadium's west side where the events start and finish.

Organizers expect at least 5,000 participants in 2017. IUPD handles the traffic control for the event.

BPD has issued a Parade Permit pending Board approval.

Staff recommends approval of the request.

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-54**

HOOSIERS OUTRUN CANCER

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

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

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Bloomington Hospital Foundation Hoosiers Outrun Cancer between the hours of 9 am and 11 am, on Saturday, September 30, 2017: E. 17th Street, N. Indiana Avenue, E. 13th Street, E. Cottage Grove, E. 11th Street, N. Walnut Grove, N. Fee Lane, E. Law, N. Jordan, N. Dunn Street and E. Woodlawn Avenue.
3. The street closures outlined above are for the purposes of allowing Hoosiers Outrun Cancer to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 30, 2017.
4. Hoosiers Outrun Cancer shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Hoosiers Outrun Cancer agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Hoosiers Outrun Cancer agrees to close the streets not before 9 am on Saturday, September 30, 2017 and to remove barricades and signage by 11:30 am on Saturday, September 30, 2017.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 11:30 am on Saturday, September 30, 2017.
6. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

RESOLUTION 2017-54

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

ADOPTED THIS ____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

HOOSIERS OUTRUN CANCER

Kyla Cox Deckard

Signature

Kelly M. Boatman

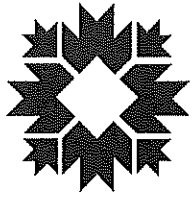
Printed Name

Dana Palazzo

Position

Date

Date



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

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

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

Organization Name:	Bloomington Hospital Foundation – Lauren Dexter		
Address:	405 N Rogers Street		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	ldexter1@IUHealth.org		
Phone Number:	812-353-5873	Mobile Phone:	
Organization Name:	IU Health Olcott Center		
Address:	619 West First Street		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:			
Phone Number:	812.353.5669	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	September 30, 2017	
Time of Event:	Date: 9/30/17 Start: 10:00am Date: 9/30/17 End: 11:30am	
Setup/Teardown time Needed	Date: 9/30/17 Start: 9:00am Date: 9/30/17 End: 11:30am	
Calendar Day of Week:	Saturday	
Description of Event:	Hoosiers Outrun Cancer 5K Run/Walk	
Expected Number of Participants:	5000	Expected # of vehicles (Use of Parking Spaces to close): 0

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

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

8.

CHECKLIST

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development	✓	SS
	Bloomington Police	✓	S Oldham
	Bloomington Fire		
	Planning & Transportation	✓	R Alexander
	Transit	✓	Lew May
	Public Works		
	Board of Public Works		



SPECIAL PERMIT (PARADE)

City of Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3312

In accordance with Section 15.60.070 of the Bloomington Municipal Code I, as Police Chief for the City of Bloomington, hereby issue this Special Permit for Parade on the date and during the times so described, provided the below-listed reasonable conditions are maintained.

Event Information

Name of Event:	Hoosiers Outrun Cancer		
Approved Route (General Description):	See attached		
Date of Event:	30-Sep-17	Time of Event:	10:00am
Calendar Day of Week:	Saturday		12:00pm
Description of Event:	Charity Run		

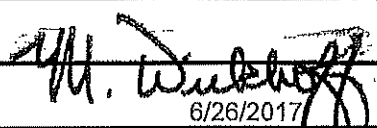
Permitee Information

Name:	Bill Bartley		
Organization:	INTIMECO Productions	Title:	Race Manager
Physical Address:	PO Box 1149 Bloomington, IN		
Email Address:	bill@intimeco.com		317.340.7506

Reasonable Conditions

This permit is strictly conditioned upon compliance with the condition(s) herein listed & the attached route map:

1	Approval of the Board of Public Works
2	Approval of the Indiana University Police Department
3	
4	
5	
6	

Signature of Police Chief or Chiefs designee:	
Date of Signature:	6/26/2017

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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



Laurel Waters <watersl@bloomington.in.gov>

Hoosiers Outrun Cancer

1 message

Ian Patton <pattoni@bloomingtontransit.com>

To: Sean Starowitz <starowis@bloomington.in.gov>, Laurel Waters <watersl@bloomington.in.gov>, Bill Bartley <bill@intimeco.com>

Cc: Lew May <mayerl@bloomingtontransit.com>

Thu, Jun 15, 2017 at 3:01 PM

Bloomington Transit will arrange detours to accommodate the event on September 30.

Ian Patton, Operations Manager

2017 HOC Course

The map displays the 2017 HOC Course in Indianapolis. The course is divided into two main loops: a 3-mile loop and a 2-mile loop. The 3-mile loop starts at the intersection of N Durbin St and E 17th St, goes north on Durbin, east on N Jordan Ave, south on N Fee Ln, and west on E 17th St back to the start. The 2-mile loop starts at the intersection of N Fee Ln and E 17th St, goes east on N Fee Ln, south on N Walnut Grove St, west on E 13th St, and north on N Indiana Ave back to the start. Landmarks include Indiana University Assembly Hall, Armstrong Stadium, Recreational Sports Complex, and Megan M. Hubbard, LAT. A legend on the right shows icons for water, first aid, and other markers.

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

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

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

HOC 5K course details continued

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

N. Jordan Ave. at E. 17th Street intersection - go East (right turn)	Traffic Control officers - IUPD
E. 17th Street at N. Jordan Ave. (extension) intersection - go North (left turn)	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #1	Directional Volunteers
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #2	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #1	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #2	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #1	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #2	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION

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

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
Purple lot at Gate 9 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Purple LOT is full or 9:50 whichever comes first	Traffic Control officers - IUPD
Purple lot at Gate 10 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Purple LOT is full or 9:50 whichever comes first	Traffic Control officers - IUPD
Purple lot at Gate 11 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate at no later than 9:50am	Traffic Control officers - IUPD
WESTBOUND JORDAN MUST BE CLOSED AT THE WOODLAWN INTERSECTION FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
START LINE - White lot go South to BUS Parking on southside of the stadium	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - BLOCKING Westbound 17th street traffic	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - BLOCKING Northbound Dunn and Eastbound 17th	Traffic Control officers - IUPD
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
17th street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
17th street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
17th street and GATE 9 intersection - turn East into the PURPLE lot - BLOCKING Southbound Dunn Street	Traffic Control officers - IUPD
There is already an officer at this location to direct earlier traffic and secure GATE 9 - can be the same if desired	Traffic Control officers - IUPD
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Follow the perimeter road to the NORTHWEST corner of the PURPLE lot - turn East on the perimeter road - go EAST (turn right)	Directional Volunteers
Follow the perimeter road to the NORTHWEST corner of the PURPLE lot - turn East on the perimeter road - go EAST (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Alex Maverick, Paradise Food, LLC

Staff Representative: Laurel Waters

Meeting Date: July 11, 2017

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

The business will operate from a food truck.

This application is for one year. The license expires on July 10, 2018.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-55**

**Mobile Vendor in Public Right of Way
Paradise Food, 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, Paradise Food, LLC (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; 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 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 the vehicle that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor has secured a Food Vendor Certificate from the City of Bloomington Fire 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

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 11, 2017 and ending on July 10, 2018.

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.

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

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

RESOLUTION 2017-55

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS ____ DAY OF _____, 2017

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-55 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Alex Maverick, Paradise Food, LLC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Alex Mavrenck		
Title/Position:	Owner		
Date of Birth:	11.13.1974		
Address:	114 S Grant		
City, State, Zip:	Bloomington IN 4708		
E-Mail Address:	mavrenck@indiana.edu		
Phone Number:	812 391 5534	Mobile Phone:	812 391 5534

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:	Paradise Food, LLC (Farm 100% owner)				
Address of Employer:	114 S Grant				
City, State, Zip:	Bloomington IN 47408				
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
Alex Mavrik	114 S Grant Bloomington 47408

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

Date of incorporation or organization:	5/18/2016
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	7am - 11pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	only on city streets	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

- Regis mat (not nte)
- 1 ☐ A copy of the Indiana registration for the vehicle
- 2 ☐ Copy of a valid driver's license ✓
- 3 ☒ Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license ✓ = BMV
- 4 ☒ Proof of an independent safety inspection of all vehicles to be used in the business
- 5 ☐ 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
- 6 ☒ 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.
- 7 ☒ A copy of the business's registration with the Indiana Secretary of State. ✓ ein doc
- 8 ☒ A copy of the Employer ID number ✓
- 9 ☒ A signed copy of the Prohibited Location Agreement ✓
- 10 ☒ A signed copy of the Standards of Conduct Agreement ✓
- 11 ☒ Fire inspection (if required) ✓
- 12 ☒ Picture of truck or trailer ✓ color
- 13 ☐ 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 ✓ via email to Alex

Email to: watersl@bloomington.in.gov
attn: laurel waters

Sign, name followed by title

For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:

**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: 04/13/2017

Business Name: Paradise Food LLC

Address: 114 S GRANT ST
Bloomington, IN 47408

Phone: CELL 812-391-5534

The following permit has been issued:

Permit No. 17-0012

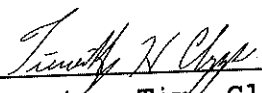
Type: FOOD Temporary Vender/Cooking

Issued Date: 04/13/2017

Effective Date: 04/13/2017

Expiration Date: 04/13/2018

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


Inspector: Tim Clapp

4/13/2017

Date

Mobile Food Service Establishment

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

PARADISE FOOD, LLC DBA PLANT POWER
ALEX MAVERICK

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

2017

Issued JUN 30 2017

By Thomas W. Shaffer

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location



State Form 49099 (R2/11-10)
Approved by State Board of
Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

12356415-14227-785

CLASS 7	AGE 12	ISSUE DATE 07/20/16	PUR DATE 06/25/16	COUNTY 53 - MONROE	TP N	PL YR 16	PLATE VEGAN	PL TP PL	WEIGHT 7	PR YR N	LS N	TYPE TK
EXPIRATION DATE 07/28/17		PRIOR YR PL	VEHICLE YEAR 04	MAKE WRK	TYPE TK	MODEL FOR	COLOR WHI/	VEHICLE IDENTIFICATION NUMBER 5B4HP42V543391655				
CURRENT YEAR TAX	EXTAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 0.00	WHEEL/SUR 25.00	STATE REG FEE 30.35	ADMIN FEE 45.00	TOTAL DUE 112.35				
PRIOR YEAR TAX	EXTAX 2.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 2.00	WHEEL/SUR 4.17	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 6.17				
REGISTRATION LICENSE TYPE PERSONALIZED TRUCK 7,000												



NAB

Legal Address
114 S GRANT ST
BLOOMINGTON IN 47408-4030

ALEXANDER PIERPONT MAVERICK
114 S GRANT ST
BLOOMINGTON, IN 47408-4030



CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pete's Economy Muffler
INSPECTOR'S NAME Pete INSPECTOR'S PHONE # 812 829 6833
DATE OF INSPECTION 6-27-17
TAXICAB COMPANY N/A
VEHICLE YEAR 2004 MAKE WRK MODEL Ford
VIN 5B4HP42V543391655

	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



[Signature]

6-28-17

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



CERTIFICATE OF LIABILITY INSURANCE

PARAD-2

OP ID: AE

DATE (MM/DD/YYYY)

06/30/2017

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

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

PRODUCER
ISU Ins Svcs-The May Agency
1327 N. Walnut St. PO Box 1669
Bloomington, IN 47402
Clay Peterson

CONTACT NAME: Clay Peterson
PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646
E-MAIL ADDRESS: cpeterson@mayagency.com

INSURER(S) AFFORDING COVERAGE
INSURER A: West Bend Mutual NAIC # 15350

INSURED
Paradise Food, LLC
Alex Maverick
114 S Grant St
Bloomington, IN 47408

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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:			A246452	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE OTH-ER
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				

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

CERTIFICATE HOLDER

ONEWORL

One World Enterprises LLC
501 N Rogers St Ste A
Bloomington, IN 47404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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.

Alex Maverick, Paradise Ford LLC
Name, Printed

Alex Maverick
Signature

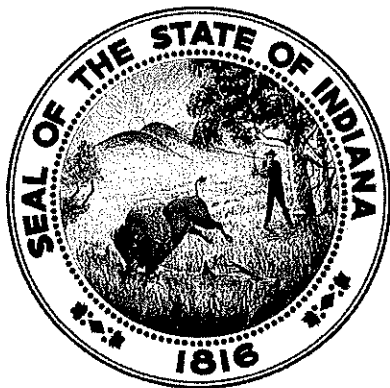
6/28/2017
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
PARADISE FOOD LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, May 18, 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, May 18, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201605181142018 / 7318821

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/18/2016 04:43 PM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201605181142018
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME Paradise Food LLC
PRINCIPAL OFFICE ADDRESS 114 S Grant, Bloomington, IN, 47408, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME Alex Maverick
ADDRESS 114 S Grant, Bloomington, IN, 47408, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 05/18/2016

ARTICLE IV - PRINCIPAL(S)

TITLE CEO
NAME Alex Maverick
ADDRESS 114 S Grant, Blmgtn, IN, 47408, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) No
SINGLE MEMBER LLC ☒

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/18/2016 04:43 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 **May 18, 2016**

SIGNATURE

AlexMaverick

TITLE

Member

Business ID : 201605181142018
Filing No. : 7318821

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: Alex Maveide, Paradise Food LLC

Signature: Alex Maveide,

Date: 6/28/2017

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone 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: Alex Maverick, Paradise Food LLC

Signature: Alex Maverick

Date: June 28, 2017



CERTIFICATE OF LIABILITY INSURANCE

PARAD-2 OP ID: AE

DATE (MM/DD/YYYY)
06/30/2017

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

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

PRODUCER ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Clay Peterson		CONTACT NAME: Clay Peterson PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646 E-MAIL ADDRESS: cpeterson@mayagency.com		
INSURED Paradise Food, LLC Alex Maverick 114 S Grant St Bloomington, IN 47408		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : West Bend Mutual		15350
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	A246452	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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 <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)

City of Bloomington is listed as Additional Insured on General Liability with written contract.

CERTIFICATE HOLDER**CANCELLATION**

CITYOBL

City of Bloomington
401 N. Morton Street
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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Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way

Petitioner/Representative: Debbie & Warren Stohler, Stohler Property Management, LLC dba Kona Ice of Bloomington

Staff Representative: Laurel Waters

Meeting Date: July 11, 2017

Debbie & Warran Stohler, owners of Stohler Property Management, LLC dba Kona Ice of Bloomington have applied to renew a Mobile Vendor License to operate a food truck. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling snow cones.

This application is for one (1) year with renewal beginning on July 12, 2017. Kona Ice will also be operating on private property.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-56**

**Mobile Vendor in Public Right of Way
Stohler Property Management, LLC dba Kona Ice of Bloomington**

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, Stohler Property Management, LLC dba Kona Ice of Bloomington (“Vendor”) wishes to renew Mobile Vendor License under Bloomington Municipal Code 4.28; 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 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 the vehicle that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor has obtained 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 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

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

1. Vendor has permission to continue use of 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, with renewal beginning on July 12, 2017, and ending on July 11, 2018.

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.

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

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

RESOLUTION 2017-56

- comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS ____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-56 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date: _____
Debbie Stohler, Stohler Property Management, LLC dba Kona Ice 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:	Deborah Stohler	
Title/Position:	owner pres.	
Date of Birth:	8-8-52	
Address:	4410 Hacker Creek Rd	
City, State, Zip:	Martinsville TN 46151	
E-Mail Address:	wstohler@kono-ice.com	
Phone Number:	317-363-7810	Mobile Phone:

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

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

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

4. Company Information

Name of Employer:	Kona-Ice of Blmpt-				
Address of Employer:					
City, State, Zip:	4610 Hacker Creek Rd Martinsville				
Employment Start Date:		End Date (If known):			
Phone Number:	317-363-7810				
Website / Email:	wstohler@kona-ice.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Warren Stohler	4610 Hacker CR Rd Martinsville IN
Deborah Stohler	4610 Hacker CR Rd Martinsville IN 46151

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

Date of incorporation or organization:	7/25/2014 4-27-16 / LW
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:	11 am 11 pm
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?	<div>Yes <input checked="" type="checkbox"/> DS</div> <div>No <input checked="" type="checkbox"/></div>
(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
<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"/>	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:
----------------	--------------	----------------	--------------



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

13490678-16413-1657

CLASS 13	AGE 1	ISSUE DATE 06/08/17	PUR DATE 05/10/17	COUNTY 55 - MORGAN	TP N	PL YR 17	PLATE YIZ311	PL TP SP	WEIGHT 10	PR YR	LS N	TYPE VA	PRIOR YR PL
EXPIRATION DATE 01/31/18		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 17	MAKE CHE	MODEL EXP	VEHICLE IDENTIFICATION NUMBER 1GB0QRFF2H1208127			TYPE VA	COLOR BLU/	
CURRENT YEAR TAX	EXTAX 225.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX **	CO. WHEEL/SUR 18.75	MUN. WHEEL/SUR 0.00	STATE REG FEE 30.35	ADMIN FEE 0.00		TOTAL 274.10			
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 10,000													



JB

Legal Address
4610 HACKER CREEK RD
MARTINSVILLE IN 46151-9433



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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Firestone
INSPECTOR'S NAME Kelly Anderson INSPECTOR'S PHONE # 812-332-2119
DATE OF INSPECTION 06/28/2017
TAXICAB COMPANY _____
VEHICLE YEAR 2017 MAKE Chevy MODEL Express 3500
VIN 1GB06RFF2H1208127

	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

Additional Comments by Inspector: _____

Inspector Signature _____

Kelly Anderson

Date:

06/28/2017

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

WORK ORDER
181323
06/28/2017

FIRESTONE COMPLETE AUTO CARE
218 S WALNUT ST
BLOOMINGTON, IN. 47404-8116

SERVICE ADVISOR
01 DON
812.332.2118

STOHLER, WARREN
4610 HACKER CREEK RD
MARTINSVILLE, IN 46151
765.610.5934
Alt. Auth. Name & Phone:

2017 CHEVROLET EXPRESS 3500 BASE
4.8L V8 FI FLEX VIN# OHV
LIC # VIN #
IN 06/28/2017 10:10AM EST. MILEAGE 10,000
DUE: 11:30AM 06/28 Waiting APPT: Yes

Store # 002763

INITIAL ESTIMATE

Description	Article Number	T#	Qty	Part	Labor	Extended Price	Job Total
CAR CARE PACKAGE							0.00
Ed-18 Battery Inspection							
Steering, Suspension, Alignment Symptoms Sheet							
Brakes Symptoms Sheet							
PKG: 01 COMPLETE VEHICLE INSPECTION							
VEHICLE INSPECTION	057028789		1		21.00	21.00	
PKG: 02 TIRE ROTATION W/ OTHER SERVICES							
TIRE ROTATION - NO CHARGE	007001118		1		N/C	N/C	
PKG: 03 ELECTRONIC BATTERY CHECK							
ELECTRONIC BATTERY CHECK	007002808		1		N/C	N/C	
PKG: 04 TIRE AIR PRESSURE CHECK							
TIRE AIR PRESSURE CHECK	007002837		1		N/C	N/C	
LBR-DISC DISCOUNT - LABOR	007004302		-1		12.00	-12.00	

Since 1926

Firestone
COMPLETE AUTO CARE™

Flat rate charged per internal & Mitchell labor manuals

Time In: 10:10AM 06/28/2017

Parts Return: No

Cust Status: Waiting Appt: Yes Pay Type: Unspecified

Wheel Lock:

BASE

OE: LT245/75R16/E PSIF: 50 R: 80

Torque 140



We Support ASE
Testing and
Certification



Summary	
Parts	0.00
Labor	0.00
Shop Supply	0.00
Sub	0.00
Tax	0.00
Total	0.00

I ACKNOWLEDGE THAT I HAVE REVIEWED THIS DOCUMENT OF REPAIR AND SERVICE WORK. I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE, INCLUDING THE INDICATED, PARTS AND LABOR, AND PROMISE TO PAY FOR ALL SUCH WORK. I GRANT PERMISSION TO OPERATE THE REFERENCED CAR, TRUCK OR VEHICLE ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF INSPECTION AND/OR TESTING. I UNDERSTAND THAT ALL CLAIMS MUST BE ACCOMPANIED BY AN INVOICE. I UNDERSTAND IF ADDITIONAL WORK IS REQUIRED, YOU WILL OBTAIN MY VERBAL OR WRITTEN AUTHORIZATION BEFORE ANY ADDITIONAL WORK IS BEGUN, UNLESS OTHERWISE SPECIFIED ON THIS DOCUMENT.

Please do not leave Cell Phones, CDs, Money, Jewelry, or any other valuables in your vehicle.
Firestone Complete Auto Care is not and will not be held responsible for missing or stolen items.

X *Warren Stohler*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

INSURED
Stohler Property Management LLC
4610 Hacker Creek Rd

Martinsville IN 46151

CONTACT NAME: Amie Roaden
PHONE (A/C, No, Ext): (859)586-8580 FAX (A/C, No): (859)586-8616
E-MAIL: amie@cornerstoneinsllc.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Company	24082
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2017-2018

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BZS57394938	6/29/2017	6/29/2018	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 - COM/OP AGG \$ Identity Recovery \$ 25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS57394938	6/29/2017	6/29/2018	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
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						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

City of Bloomington
401 North Morton St
Bloomington, IN 47404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mike Roaden/KORBIN

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 Kona Ice of Bldg
Name, Printed

Warren Stöbler
Signature KONA Ice of
 Bldg

6/26/2017
Date Release Signed

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

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

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 STOKER

Signature: Warren Stoker

Date: 6/26/2017

KONG
Kong Lee of BVI
Jee ST
Jee ST

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 Stihle Kona Ice of Blmg
Signature: Warren Stihle Kona Ice of Blmg
Date: 6/26/2017

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

**Certificate of Organization
of
STOHLER PROPERTY MANAGEMENT, LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, April 27, 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, April 27, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201604271138684 / 5295757

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
04/27/2016 08:45 AM

Formed pursuant to the provisions of the Indiana Business Flexibility Act

BUSINESS ID 201604271138684
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME Stohler Property Management, LLC
PRINCIPAL OFFICE ADDRESS 4610 Hacker Creek Rd. , Martinsville, IN, 46151, USA

NAME UNITED STATES CORPORATION AGENTS, INC.
ADDRESS 4010 W 86TH STREET, STE D, INDIANAPOLIS, IN, 46268 - , USA

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 04/27/2016

TITLE Member
NAME Warren Edward Stohler
ADDRESS 4610 Hacker Creek Rd. , Martinsville, IN, 46151, USA

TITLE Member
NAME Deborah Jo Stohler
ADDRESS 4610 Hacker Creek Rd. , Martinsville, IN, 46151, USA

THE LLC WILL BE MANAGED BY MANAGER(S) No

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
04/27/2016 08:45 AM

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 April 27, 2016

SIGNATURE

Warren Edward Stohler

TITLE

Member

Business ID : 201604271138684

Filing No. : 5295757

**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: 07/06/2017

Business Name: Kona Ice

Address: 4610 HACKER CREEK RD
Martinsville, IN 46151

Phone: CELL 317-363-7810

The following permit has been issued:

Permit No. 17-0025

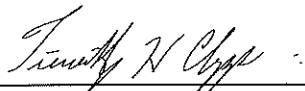
Type: FOOD Temporary Vender/Cooking

Issued Date: 07/06/2017

Effective Date: 07/06/2017

Expiration Date: 07/06/2018

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



Inspector: Tim Clapp

7/6/2017

Date

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

KONA ICE/DEBBIE STOHLER

4610 HACKER CREEK RD.

MARTINSVILLE, IN 46151

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

2017

Issued MAY 02 2017

By Thomas W. Hayford

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location







Board of Public Works Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Jordan Davis, The Chocolate Moose

Staff Representative: Laurel Waters

Meeting Date: July 11, 2017

Jordan Davis has applied to renew his Pushcart License for The Chocolate Moose to operate a pushcart. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

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

This application is for one year, and has been back dated to the date his previous pushcart lapsed, May, 18, 2017 and ending May 17, 2018.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-57**

**Pushcart in Public Right of Way
Jordan Davis, Penguin Enterprises, LLC dba The Chocolate Moose**

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, Penguin Enterprises, LLC dba The Chocolate Moose (“Vendor”) intends to renew 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 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 until May 16, 2018.

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 (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:

RESOLUTION 2017-57

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS ___ DAY OF JULY 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-57 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jordan Davis, Penguin Enterprises, LLC dba The Chocolate Moose

Date: _____



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

2. Applicant Information

Name:	Jordan Davis		
Title/Position:	General Manager		
Date of Birth:	01-22-90		
Address:	P.O. Box 1685		
City, State, Zip:	Bloomington, IN 47402		
E-Mail Address:	jdavis@mooseblown.com		
Phone Number:		Mobile Phone:	317-439-3903

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

4. Company Information

Name of Employer:	The Chocolate Moose				
Address of Employer:	P.O. Box 1685				
City, State, Zip:	Bloomington, IN 47402				
Employment Start Date:	_____		End Date (If known):	_____	
Phone Number:	812-320-2289				
Website / Email:	moosebtown.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Justin Loveless	2923 S. ONEAL DR, Bloomington, IN 47403

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

Date of incorporation or organization:	2012
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	2012

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

Pre packaged 1/2 pints of ice cream		
Planned hours of operation:	Friday 11am-9pm, Random other times	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food Truck Friday, Kirkwood	
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 X	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/> corrected by Inspectors per applicant
(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
<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 checked="" type="checkbox"/>	Fire inspection (if required)
<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

For City Of Bloomington Use Only

Date Received: 7-6-17	Received By: J Waters	Date Approved: 7-16-17	Approved By: J Waters
--------------------------	--------------------------	---------------------------	--------------------------



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.

Jordan A. Davis
Name, Printed

Paul A. Davis
Signature
(The Chocolate Moose)

7-5-17
Date Release Signed



**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:

- Between the north side of Dodds Street and the south side of 2nd Street
- Between the north side of 3rd Street and the south side of 4th Street
- 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: Jordan A. Davis

Signature: Jordan A. Davis

Date: 7-5-17

The Chocolate Moose



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

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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:
 - 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 pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - 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:
 - 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 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".
 - 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 Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Jordan A. Davis

Signature: Jordan A. Davis

Date: 7-5-17

The Chocolate Moose



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 5-2700

CONTROL NUMBER
1600131840080

COPY

TID: 0143693786

LOC: 001

FID: 45-5010807/0

ISSUED: 04/01/2016

EXPIRES: 04/30/2018

CHOCOLATE MOOSE THE
401 S WALNUT ST
BLOOMINGTON, IN 47401-4613

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

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



PENGUIN ENTERPRISES LLC
PO BOX 1685
BLOOMINGTON, IN 47402-1685

Andrew J. Kessler

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
04/28/2016 04:26 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 2012041000713
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PENGUIN ENTERPRISES LLC
PRINCIPAL OFFICE ADDRESS 401 S WALNUT ST, BLOOMINGTON, IN, 47401, USA

YEARS FILED

YEARS 2016/2017

REGISTERED OFFICE AND ADDRESS

NAME JUSTIN LOVELESS
ADDRESS 401 S WALNUT ST, BLOOMINGTON, IN, 47401, USA

PRINCIPAL(S)

TITLE Member
NAME Justin Wyatt Loveless
ADDRESS 401 S. Walnut St, Blmgtn, IN, 47401, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **April 28, 2016**

SIGNATURE Justin Loveless
TITLE Member

Business ID : 2012041000713
Filing No. : 5296930

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

THE CHOCOLATE MOOSE - NON-MOTORIZED CART

PENGUIN ENTERPRISES

P.O. BOX 1665

BLOOMINGTON, IN 47402

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

2017

Issued JUL 06 2017

By

Thomas W. Magno

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location



CHOCO-3

OP ID: HD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2017

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

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

PRODUCER First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Jeffrey Grossnickle		812-331-3230		CONTACT NAME: Heidi Darling PHONE (A/C, No, Ext): 812-331-3230 FAX (A/C, No): 812-331-3233 E-MAIL ADDRESS: heidid@figprotects.com	
INSURED Penguin Enterprises, LLC DBA Chocolate Moose P.O. Box 1685 Bloomington, IN 47402-1685		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Society Insurance			
		INSURER B: Accident Fund Ins Co of Americ			10166
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BP17011011	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			CA17011012	05/03/2017	05/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM17011014	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV 6143882	05/03/2017	05/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Bloomington is Additional Insured with regard to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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



Mobile Vendors

Name	License Term	License Dates	Approved for Public Property
Big Cheez - 1	1 Year	2-7-17 - 2-6-18	Y
Big Cheez - 2	1 Year	2-7-17 - 2-6-18	Y
Thunder Hog BBQ	1 Year	8-19-16 - 8-18-17	N
Vilven LLC (dba Juancho's Munchies)	1 Year	9-20-16 - 9-19-17	Y
La Pablana	1 Year	4-4-17 - 4-3-18	Y
STIR Mobile Coffee	1 Year	2-8-17 - 2-7-18	N
Kabobs Gyros on Wheels	1 Year	1-25-17 - 1-24-18	Y
Kebab On Wheels, LLC	1 Year	1-25-17 - 1-24-18	Y
Doner Kebab	1 Year	3-21-17 - 3-20-18	Y
King Dough	1 Year	7-14-16 - 7-13-17	N
Monster Egg Roll	1 Year	7-14-16 - 7-13-17	N
Kona Ice of Bloomington (RENEWAL PENDING)	1 Year	7-13-17 - 7-12-18	Y
Greens Keeper Foods	1 Year	10-4-16 - 10-3-17	Y
Mina's Kitchen, LLC	1 Year	10-11-16 - 10-10-17	N
Red Frazier Bison, LLP	6 Months	2-22-17 - 2-21-18	N
Limestone BBQ, LLC	1 Year	2-21-17 - 2-20-18	Y
Comfort Catering, LLC	1 Year	2-22-17 - 2-21-18	Y
Great White Smoke, LLC	6 Months	3-17-17 - 9-16-17	N
Lazy Susan Food Truck (dba Creative Carvings)	1 Year	4-13-17 - 4-12-18	Y
812 BBQ, LLC	1 Year	4-18-17 - 4-17-18	Y
Wever's Smoke Eaters BBQ	6 Months	5-2-17 - 11-1-17	Y
Pili's Party Taco	6 months	5-16-17 - 11-7-17	Y
JD's Taste of Chicago	one year	5-26-17 to 5-25-18	Y
Paradise LLC (PENDING)	one year	7-11-17 to 7-10-18	N

Pushcarts

Name	License Term	License Dates	Approved for Public Property
Uel Works, LLC	1 Year	5-31-18 - 5-30-18	Y
Gimmie Sum Moe, LLC	6 Months	2-7-17 - 8-6-17	Y
Chocolate Moose (RENEWAL PENDING)	1 Year	5-17-17 - 5-18-18	Y
Naughty Dog	1 Year	8-9-16 - 8-8-17	Y
Rasta Pops - 1	6 Months	5-2-17 - 11-1-17	Y
Rasta Pops - 2	6 Months	5-2-17 - 11-1-17	Y



Board of Public Works Staff Report

Project/Event: Dedication of public right of way north of E. 17th St., near intersection with Dunn Street

Staff Representative: Jackie Moore

Date: July 11, 2017

Report: This property is just north of and adjacent to E. 17th Street and measures twenty feet by three hundred eleven feet (20' x 311'). The strip of property was conveyed to the City of Bloomington on November 9, 1971, but the Warranty Deed did not contain language dedicating the property to the City for right of way purposes. This property will be included in a future City project that will include improvements to E. 17th St. and the intersection with Dunn Street.

Recommendation and Supporting Justification:

Recommend ☒ **Approval** ☐ **Denial by:** Jackie Moore

PUBLIC RIGHT OF WAY DEDICATION

THIS INDENTURE WITNESSETH, that the City of Bloomington, Monroe County, Indiana, (hereinafter “Grantor”) being the fee simple owner of all the real estate described herein, does hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the _____ day of July, 2017.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____
Kelly M. Boatman, Vice President
Board of Public Works

By: _____
Dana Palazzo, Secretary
Board of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, who acknowledged the execution of the foregoing Public Dedication of Right of Way, this _____ day of July, 2017.

My Commission Expires: _____

County of Residence: _____

Signature of Notary Public

Printed Name of Notary Public

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as public right of way this _____ day of July, 2017.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

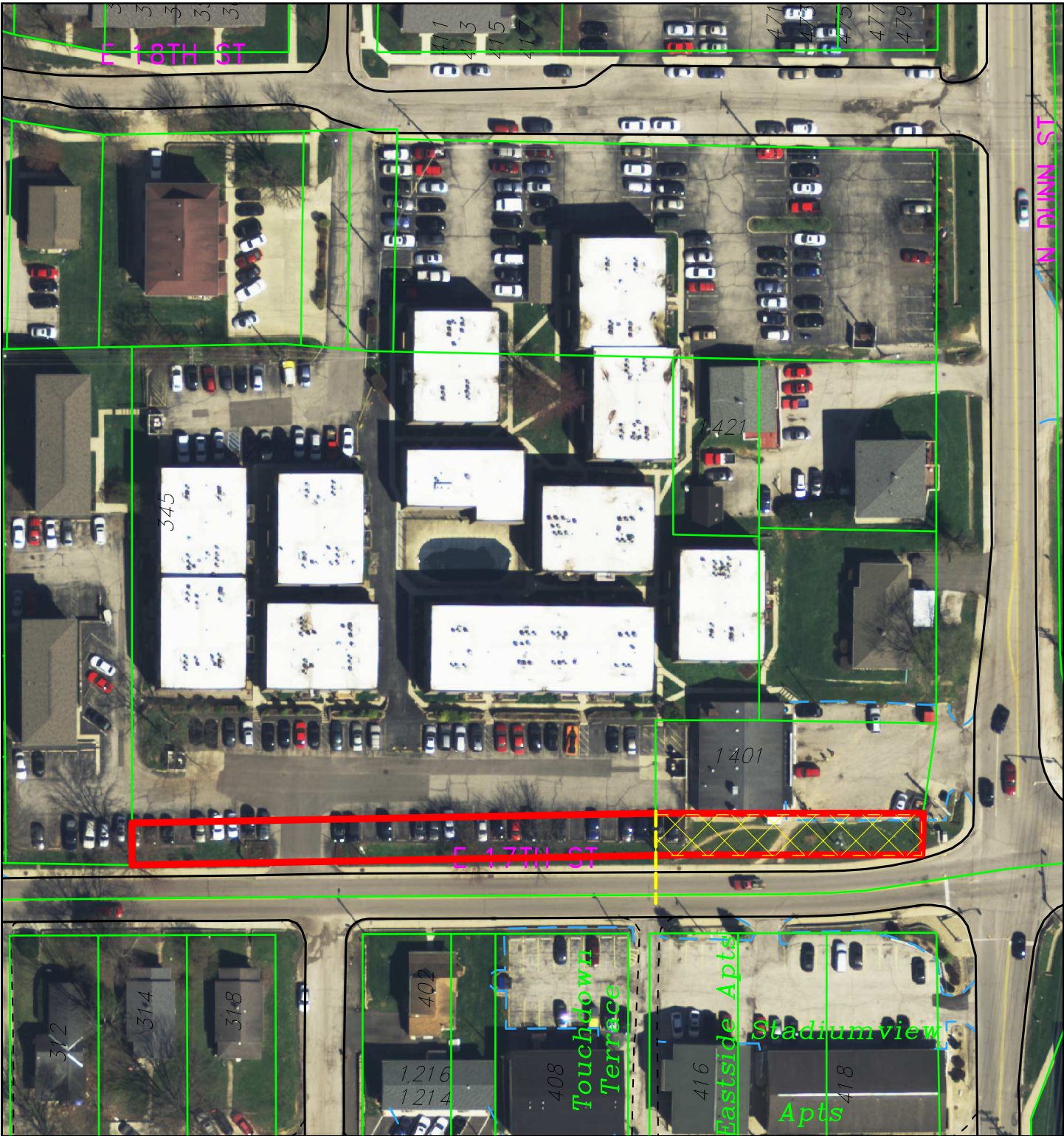
Send Tax Statements to:
City of Bloomington
P. O. Box 100
Bloomington, IN 47402

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, P. O. Box 100. Bloomington, IN.

EXHIBIT A
RIGHT OF WAY DEDICATION
CITY OF BLOOMINGTON
DEED BOOK 207, PAGE 377

A part of the Southwest quarter of Section 28, Township 9 North, Range 1 West, Monroe County, Indiana, beginning at a point that is 20 feet North and 172.55 feet West of the Southeast corner of the Southwest quarter of the said Section 28, said point being 20.00 feet North of the Center-line of East Seventeenth Street, thence West and parallel to the centerline of East Seventeenth Street, for a distance of 311.30 feet, thence North for a distance of 20.00 feet, thence East and parallel to the centerline of East Seventeenth Street for a distance of 311.30 feet, thence South for a distance of 20.00 feet, and to the place of beginning.

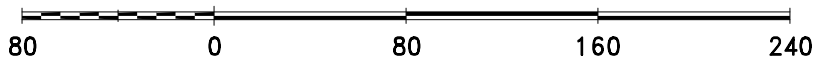


Dedication of Right-of-Way

E 17th Street

By: haleyl

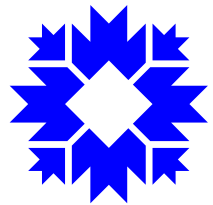
6 Jul 17



For reference only; map information NOT warranted.



City of Bloomington
Legal



Scale: 1" = 80'



Board of Public Works Staff Report

Project/Event: Millions Marching for Medicare-for-All

Petitioner/Representative: Robert Deppert

Staff Representative: Christina Smith

Meeting Date: July 11, 2017

Democracy for Monroe County will hold a march and rally to lend their support in a nationwide effort to bring awareness to the debate over the future of healthcare in this country at the Monroe County Courthouse on Monday, July 24th from 6:00 p.m. to 8:00 p.m.

The march will start at the Rosehill Cemetery at 6 PM to offer homage to those that have died due to lack of access to healthcare and proceed through the adjacent neighborhood on the sidewalks to Courthouse. A public address system will be utilized for speeches on the courthouse lawn from 6:30 p.m. to 8:00 p.m.

Staff is supportive of the noise permit request.

Recommend ☒ **Approval** ☐ **Denial by: Christina Smith**



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404

CITY OF BLOOMINGTON 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:	Millions Marching for Medicare - All Bloomington		
Location of Event:	Rose Hill Cemetery gathering to County Courthouse		
Date of Event:	JULY 24 TH	Time of Event:	Start: 6:00
Calendar Day of Week:	Monday		End: 8:00
Description of Event:			

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

Applicant Information

Name:	Robert R Deppert		
Organization:	Democracy for Monroe County	Title:	Chair
Physical Address:	901 W Countryside Ln Bloomington 47403		
Email Address:	chr robert.deppert@gmail.com	Phone Number:	812-345-2458
Signature:	<i>Robert R Deppert</i>	Date:	7-10-17

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly Boatman, Vice-President

Date

Dana Palazzo, Secretary

Pulled from Democracy For Monroe County (DFMC) Facebook's page

Millions Marching for Medicare-for-All is a nationwide effort to hold rallies and marches in order to build momentum during the debate over the future of healthcare in this country to pass the only real solution to our healthcare problems, which is Medicare-for-All.

The plan is to meet at Rose Hill Cemetery to offer homage to those that have died due to lack of access to healthcare, and march through the adjacent neighborhood to the courthouse on the square. We will have a PA system there and will have Rob Deppert introduce speakers to speak in support of Medicare-for-All. Our first speaker will be Indiana's most visible and active single payer activist Dr. Rob Stone, then some folks who will give their own personal testimonies about not having access to adequate healthcare. Next, we will invite congressional candidates in the ninth district for short speeches in support of Medicare for all (even inviting Trey). We currently have four congressional candidates who have confirmed that they support Medicare-for-All and have asked to be there. Rob Deppert will make a final comment and invite anyone on Medicare that believes in Medicare-for-All to come on stage at the end.

Come out and enjoy a rousing evening to help spark a movement to push the political class to support the United States joining the modern world with single payer universal Medicare-for-All healthcare. And to establish healthcare as a right, not a privilege.

Monday, July 24th at 6 PM to 8 PM

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/7/2017	Payroll				399,733.73
					<u>399,733.73</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 399,733.73

Dated this _____ day of _____ year of 20_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____



Board of Public Works Staff Report

Project/Event: AT&T phone line relocation services for ACC Addition and Renovations Project

Petitioner/Representative: Animal Care & Control Division / Information & Technology

Staff Representative: Rick Routon

Meeting Date: July 10, 2017

The Animal Care & Control Division is working in conjunction with the City of Bloomington Information Technologies Department to address communications and IT needs with the Animal Shelter Addition and Renovation project.

As part of this project, the AT&T communications lines need to be relocated from the South West side of the building to the East side of the building. The cost for the project is \$4,762.28

This project is funded from the bond proceeds of the Consolidated TIF Fund.

Recommend ☒ **Approval** ☐ **Denial by: Rick Routon**



CR#: 190023
PJT#:A00WZKM

APPLICATION and LETTER OF AGREEMENT FOR CUSTOM WORK

June 27, 2017

BILL NAME: CITY OF BLOOMINGTON
BILLING ADDRESS: 401 NORTH MORTON STREET, SUITE 160, BLOOMINGTON, IN 47404
BILLING CONTACT NAME: RICK ROUTON
BILLING CONTACT NUMBER: 812-349-3856
SITE CONTACT NAME & NUMBER: RICK ROUTON
WORK SITE LOCATION: 3410 OLD STATE ROAD 37 SOUTH, BLOOMINGTON, IN 47401
DESCRIPTION OF CUSTOM WORK: REQUEST TO RELOCATE AT&T FACILITIES. THIS WORK REQUIRES UP-FRONT PAYMENT & SIGNED CONTRACT. QUOTE AUTHORIZED BY RICK ROUTON ON 2/2/17. QUOTE REVISED ON 6/27/17.

Estimated Fixed Cost Invoice

Expenses	Amount
ENGINEERING LABOR	\$2,229.00
MATERIAL COST	\$690.16
CONSTRUCTION LABOR	\$1,240.77
CONTRACTOR COST	\$602.35
Estimated Contract Price	\$4,762.28
Less Credits/Payments	\$0.00
Total Balance Due	\$4,762.28

Applicant requests that Indiana Bell Telephone Company d/b/a AT&T IN, (hereafter "Indiana Bell Telephone Company") perform the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such work. The charge(s) will be computed in accordance with Indiana Bell Telephone Company's ordinary accounting practices and will include its estimate for allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Applicant agrees to make an advance payment of **\$4,762.28** prior to commencement of the work.



CR#: 190023
PJT#:A00WZKM

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Indiana Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Indiana Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Indiana Bell Telephone Company, will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

PRICE QUOTE

The price is guaranteed for 60 days from June 27, 2017. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Gene Ferry 220 Wisconsin Ave, Flr 2, Waukesha, WI 53186**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order. If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Indiana Bell Telephone Company, in writing of the cancellation. Indiana Bell Telephone Company will deduct any costs and expenses incurred in performing the work from Applicant's advance payment, and refund any remaining funds to Applicant.

Under no circumstances will Indiana Bell Telephone Company, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS/CONTRACTOR COSTS

The parties recognize that this is a fixed cost contract. However, if Applicant initiates changes in the scope of the work after Indiana Bell Telephone Company, has provided Applicant with the above referenced price quote, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote is null and void and Applicant must request that a new estimate be provided based on the revised/altered scope of work; this contract will continue to apply until replaced by a new contract associated with the revised/altered scope of work.

In the event that there exists a condition in the field that is different from field conditions that existed at the time Indiana Bell Telephone Company provided the above referenced price quote to Applicant, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote is null and void and Applicant must request that a new estimate be provided based on the changed field conditions; this contract will continue to apply until replaced by a new contract associated with the revised/altered scope of work.



CR#: 190023
PJT#:A00WZKM

Field conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Indiana Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval.

Work will not commence until signed changed order and additional payment has been received.

NO DAMAGE FOR DELAY

Under no circumstances will Indiana Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

TIME TO COMPLETE

Any representation by Indiana Bell Telephone Company, its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Indiana Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Indiana Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Indiana Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

The state law where the Work Site Location is located governs the application of this agreement and all terms contained therein.



CR#: 190023
PJT#:A00WZKM

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Indiana Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The Applicant agrees that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

CR Record #190023

Date Quote Expires: 8/26/2017

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Title: _____

Company: _____

Printed Name: _____

Date: _____

CWO

Manager: _____

Phone

Number: _____

Fax Number: _____

Date: _____

Gene Ferry

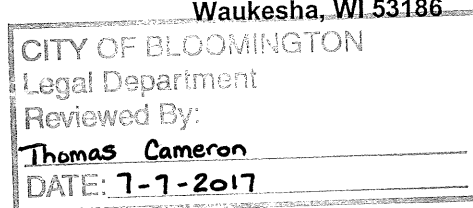
888-618-6517

June 27, 2017

Please send check made payable to AT&T CWO; along with signed agreement to:

**AT&T CWO ATTN: Gene Ferry
220 Wisconsin Avenue, FLR 2
Waukesha, WI 53186**

4408a Contract Cost



ADDENDUM TO LETTER OF AGREEMENT FOR CUSTOM WORK
between the
CITY OF BLOOMINGTON
and
INDIANA BELL TELEPHONE COMPANY D/B/A AT&T INDIANA

This Addendum supplements the Letter of Agreement ("Agreement") between the City of Bloomington ("City") and Indiana Bell Telephone Company d/b/a AT&T Indiana ("Indiana Bell Telephone Company") regarding 3410 South Old State Road 37, Bloomington, Indiana 47401, as follows:

1. E-Verify: Indiana Bell Telephone Company is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Indiana Bell Telephone Company shall sign an affidavit, attached as Exhibit A, affirming that Indiana Bell Telephone Company does not knowingly employ an unauthorized alien.
2. Notice: Any notice required by the Agreement or the Addendum shall be made in writing to the addresses written below:

City

Rick Routon
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, Indiana 47402

Indiana Bell Telephone Company

AT&T CWO
ATTN: Gene Ferry
220 Wisconsin Avenue, FLR 2
Waukesha, Wisconsin 53186

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

3. Non-Discrimination: Indiana Bell Telephone Company 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.

Commented [PTA(1)]: This is covered under the Cancellation section of the Letter Agreement.

4. Integration: This Addendum is an integrated component of the Agreement.

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

CITY OF BLOOMINGTON

Adam Wason, Director, Public Works

Date

BOARD OF PUBLIC WORKS

BY: _____
Kyla Cox Deckard, President

Date

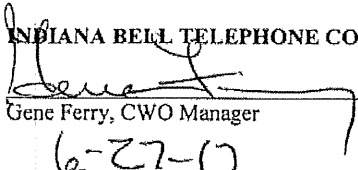
BY: _____
Kelly M. Boatman, Vice President

Date

BY: _____
Dana Palazzo, Secretary

Date

INDIANA BELL TELEPHONE COMPANY



Gene Ferry, CWO Manager

6-27-17

Date

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Thomas Cameron

DATE: 7-7-2017

CITY OF BLOOMINGTON

Controller

Reviewed by:


DATE: 7/7/17

FUND/ACCT: 976-15 - 398

EXHIBIT A

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Request to amend the Memo of Understanding at Urban Station

Staff Representative: Dan Backler

Petitioner/Representative: HM Mac Construction/Evan Crouch

Date: July 11, 2017

Report: In November of 2016, the Board approved the requested use of the public right of way around the perimeter of the new Urban Station project between South Walnut and Washington, north of 2nd Street and south of Smith Avenue. In February of 2017 amendments were made to the original MOU to include placement of a crane to allow for unloading and construction as well as closures for utility connections. HMMAC is now requesting that the MOU be extended until August 17, 2017. This extension reflects unforeseen delays in construction. During this extension HMMAC shall keep the City of Bloomington informed of all closures and restriction of access to City Right-of-Way and shall give the City at least 48 hours of advanced warning of any closure or restriction.

Recommendation and Supporting Justification: The developers and city staff have had several conversations about ways to minimize the impact of the work on the various forms of travel thru this busy area. Staff is satisfied that this is the most workable solution to a difficult work site. Staff will also monitor the activity and would be willing to give the board a report at a later meeting. Staff has also prepared an amended memo of understanding to include the extension.

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

Second Amendment to Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
H.M. Mac Construction, LLC

The first amendment of this Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and H.M. Mac Construction, LLC, was approved by the Board on February 21, 2017, and outlined, the binding conditions placed upon and agreed to by H.M. Mac Construction, LLC, in exchange for use by H.M. Mac Construction, LLC, its agents and subcontractors, of certain public right of way during the construction of the Urban Station buildings at 405 South Walnut Street and 404 South Washington Street in Bloomington, Indiana (hereinafter the “Construction Site”). This second amendment extends the date of completion, which completion was originally set for July 1, 2017. This amendment appears in bold, underscored type. All terms of the first amendment of the MOU remain in full force and effect as do the terms of the original MOU which was approved by the board on November 16, 2016.

1. This MOU shall cover the time period from November 16 2016, through **August 17, 2017**, inclusive.
2. Planning and Transportation shall allow H.M. Mac Construction, LLC, to block and restrict from general public usage the space along the east side of South Walnut Street and directly adjacent to the Construction Site as depicted in Exhibit “A”, to block and restrict the portion of the East/West alley south of Smith Avenue between South Walnut and South Washington and directly adjacent to the construction site as depicted in Exhibit “B”, to block and restrict the sidewalk along the west side of South Washington Street and directly adjacent to the construction site as depicted in Exhibit “C”.
3. Planning and Transportation shall allow H.M. Mac Construction, LLC to temporarily block and restrict Smith Avenue from general usage between South Walnut and South Washington Streets for utility installation only on dates approved by, and coordinated with, Planning and Transportation staff. **Those approved dates are March 13, 2017 – March 24, 2017.**
4. **H.M. Mac Construction, LLC, has recently requested three (3) daily travel lane closures to accommodate the unloading of deliveries of materials to the Construction Site. These closures will expand the scope of the previously agreed upon right of way usage, as reflected in Exhibits D, E, and F attached hereto. Planning and Transportation shall allow said additional right of way usage for sixty (60) days along Walnut Street, followed by an additional sixty (60) days along Washington Street.**

5. H.M. Mac Construction, LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
6. H.M. Mac Construction, LLC shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, H.M. Mac Construction, LLC, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
7. H.M. Mac Construction, LLC shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by the Street Department.
8. H.M. Mac Construction, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. H.M. Mac Construction, LLC, shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by H.M. Mac Construction, LLC, their employees, agents, contractors and subcontractors.
9. H.M. Mac Construction, LLC, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
10. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
11. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.

12. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
13. H.M. Mac Construction, LLC, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of H.M. Mac Construction, LLC's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
14. Prior to beginning work, H.M. Mac Construction, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. H.M. Mac Construction, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Dustin McClain, H.M. Mac Construction, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

By: _____
Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: _____
Terri Porter, Director
Planning and Transportation Dept.

Date: _____

By: _____
John Hamilton, Mayor
City of Bloomington

Date: _____

H.M. Mac Construction, LLC

By: _____
Dustin McClain, Vice President

Date: _____

URBAN STATION - TEMPORARY ENCROACHMENTS
BUILDING A

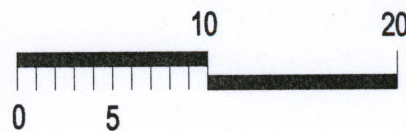
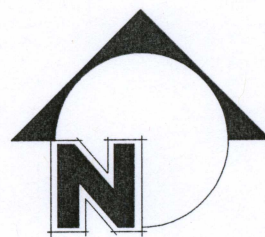
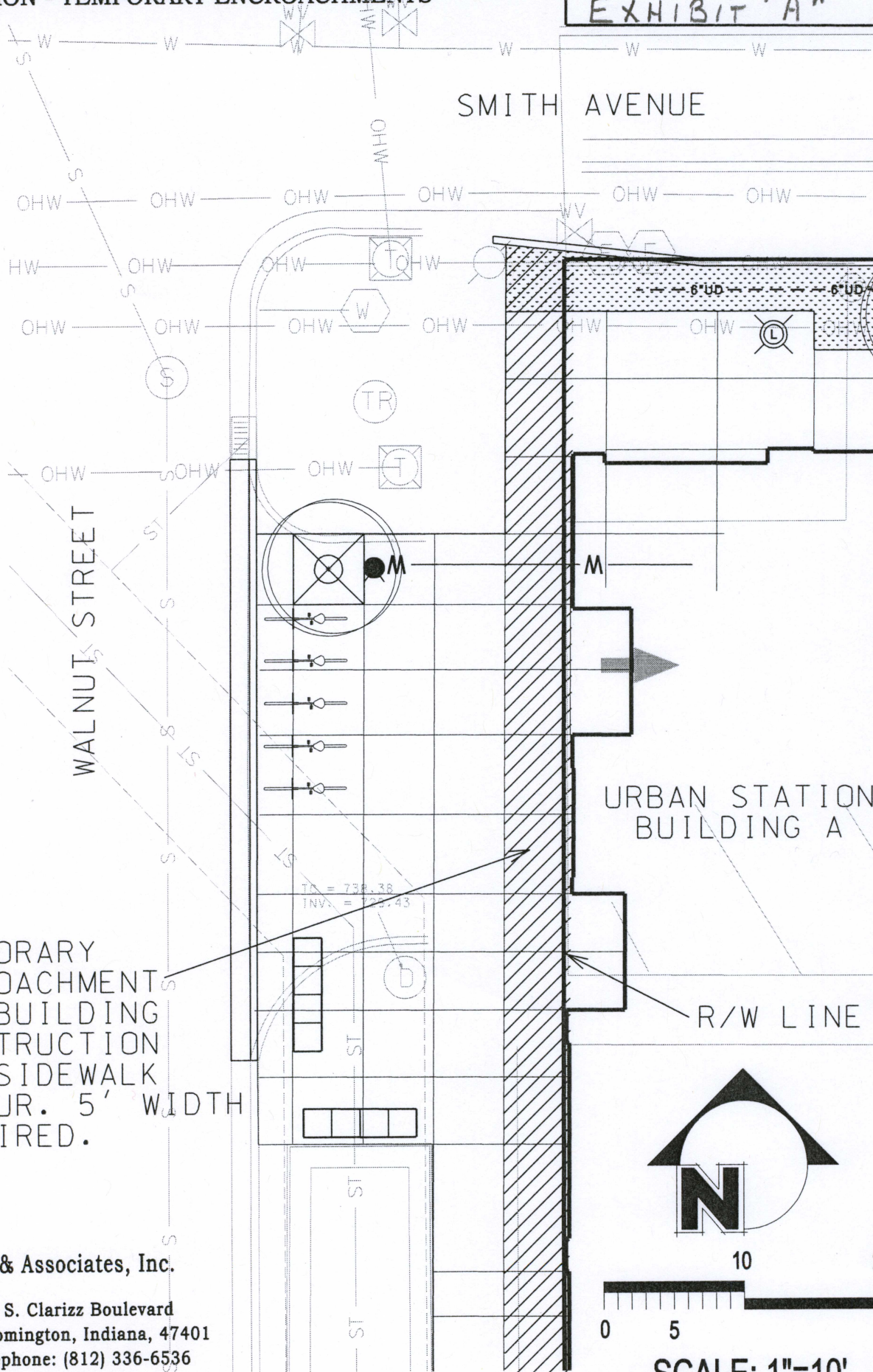
EXHIBIT "A"

TEMPORARY
ENCROACHMENT
FOR BUILDING
CONSTRUCTION
AND SIDEWALK
DETOUR. 5' WIDTH
REQUIRED.

Smith Brehob & Associates, Inc.

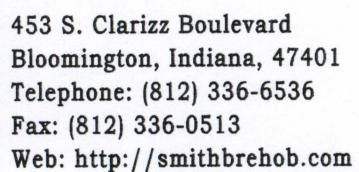


453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>



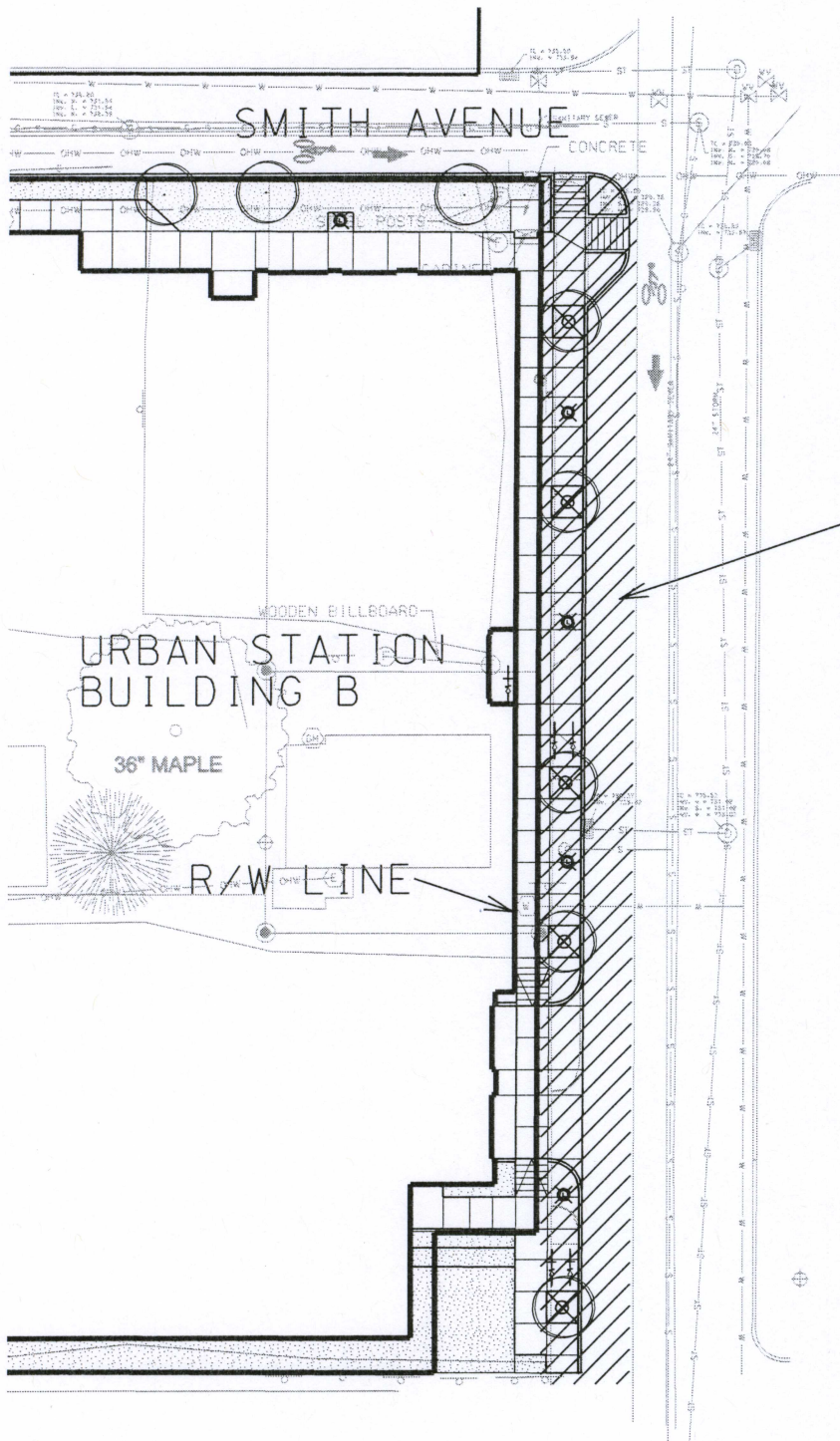
SCALE: 1"=10'

EXHIBIT "B"



URBAN STATION - WASHINGTON STREET ON-STREET PARKING CLOSURE
BUILDING B

EXHIBIT "C"

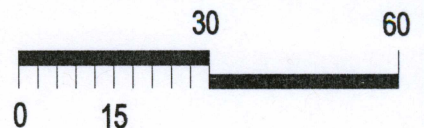
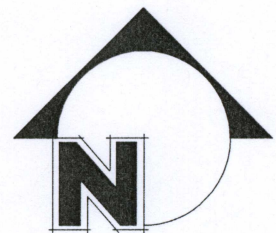


TEMPORARY
ON-STREET
PARKING LANE
CLOSURE
FOR BUILDING
CONSTRUCTION.
AND PEDESTRIAN'
DETOUR

Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>



SCALE: 1"=30'



Board of Public Works Claim Register

Invoice Date Range 07/03/17 - 07/14/17

Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Fund 101 - General Fund				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Madalynn Malone	01-Malone-refund adoption fee-canine/feline	07/14/2017	07/14/2017	75.00
Nathan Mormino	01-Mormino-refund adoption fee-canine/feline	07/14/2017	07/14/2017	75.00
Robert Snow	01-Snow-refund adoption fee-canine	07/14/2017	07/14/2017	75.00
Suzanne Strick	01-Strick-refund adoption fee-canine/feline	07/14/2017	07/14/2017	75.00
Douglas Terrill	01-Terrill-refund adoption fee- feline	07/14/2017	07/14/2017	20.00
Account 43430 - Animal Adoption Fees Totals		Invoice Transactions	5	\$320.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	01-paper-blue, green	07/14/2017	07/14/2017	17.92
5103 - Staples Contract & Commercial, INC	01-card stock, pens, stapler	07/14/2017	07/14/2017	19.82
5103 - Staples Contract & Commercial, INC	01-notebook	07/14/2017	07/14/2017	1.69
Account 52110 - Office Supplies Totals		Invoice Transactions	3	\$39.43
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-hand soap	07/14/2017	07/14/2017	74.00
313 - Fastenal Company	01-trash liners, paper towels	07/14/2017	07/14/2017	255.32
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-6/23/17	07/14/2017	07/14/2017	159.29
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy food-6/23/17	07/14/2017	07/14/2017	152.64
4633 - Midwest Veterinary Supply, INC	01-pain meds, anti parasitic-6/22/17	07/14/2017	07/14/2017	319.34
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG	07/14/2017	07/14/2017	77.40
4137 - Patterson Veterinary Supply, INC	01-antibiotics	07/14/2017	07/14/2017	124.31
4666 - Zoetis, INC	01-vaccines	07/14/2017	07/14/2017	608.00
Account 52210 - Institutional Supplies Totals		Invoice Transactions	8	\$1,770.30
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-ACC-furnace filter	07/14/2017	07/14/2017	12.26
409 - Black Lumber Co INC	19-ACC-hardware	07/14/2017	07/14/2017	1.00
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-door closer 116 design	07/14/2017	07/14/2017	70.00
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions	3	\$83.26
Account 52340 - Other Repairs and Maintenance				
13479 - Delphi Signs & Graphics	01-indoor stand for banner	07/14/2017	07/14/2017	60.00
394 - Kleindorfer Hardware & Variety	01-drill bit	07/14/2017	07/14/2017	3.49
Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions	2	\$63.49
Account 53130 - Medical				
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-4/21/17	07/14/2017	07/14/2017	374.50
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-5/24/17	07/14/2017	07/14/2017	205.05
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-6/1-6/15/17	07/14/2017	07/14/2017	2,840.00



Board of Public Works Claim Register

Invoice Date Range 07/03/17 - 07/14/17

Vendor	Invoice Description	G/L Date	Date	Invoice Amount
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries 6/20/17	07/14/2017	07/14/2017	200.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgery, bloodwork, spay surgery	07/14/2017	07/14/2017	923.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, urinalysis, spay/neuter surgeries-6/13/17	07/14/2017	07/14/2017	850.64
Account 53130 - Medical Totals		Invoice Transactions 6		\$5,393.79
Account 53140 - Exterminator Services				
2839 - Kirbys Termite & Pest Control, INC	19-CH/Off Site Facilities-pest control-June 2017	07/14/2017	07/14/2017	85.00
Account 53140 - Exterminator Services Totals		Invoice Transactions 1		\$85.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 5/12-6/11/17	07/14/2017	07/14/2017	121.13
Account 53210 - Telephone Totals		Invoice Transactions 1		\$121.13
Account 53220 - Postage				
205 - City Of Bloomington	01-PC Reimb-Clear Creek PO-certified mail-6/02/17	07/14/2017	07/14/2017	6.59
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-6/21/17	07/14/2017	07/14/2017	35.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/27/17	07/14/2017	07/14/2017	22.60
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/28/17	07/14/2017	07/14/2017	20.36
Account 53220 - Postage Totals		Invoice Transactions 4		\$84.95
Account 53310 - Printing				
53125 - Mr. Copy, INC	01-info flyers	07/14/2017	07/14/2017	107.55
8002 - Safeguard Business Systems, INC	01-labels for adoption packets	07/14/2017	07/14/2017	323.42
Account 53310 - Printing Totals		Invoice Transactions 2		\$430.97
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-ACC-HVAC repairs	07/14/2017	07/14/2017	82.00
321 - Harrell Fish, INC	19-ACC-A/C repairs-coil reported freezing up	07/14/2017	07/14/2017	545.05
Account 53610 - Building Repairs Totals		Invoice Transactions 2		\$627.05
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	01-PC reimb.-Crew Car Wash-6/10/17	07/14/2017	07/14/2017	9.00
231 - Indiana University Health Bloomington, INC	01-J. Pritchard-lab rabies titer	07/14/2017	07/14/2017	240.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$249.00
Program 010000 - Main Totals		Invoice Transactions 39		\$9,268.37
Department 01 - Animal Shelter Totals		Invoice Transactions 39		\$9,268.37
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Eric Bruin	14-Bruin-refund overpayment pkg citation E1700435	07/14/2017	07/14/2017	40.00
Alex Fortmeyer	14-Fortmeyer-overpayment pkg citation K1601986	07/14/2017	07/14/2017	40.00
Account 46060 - Other Violations Totals		Invoice Transactions 2		\$80.00



Board of Public Works Claim Register

Invoice Date Range 07/03/17 - 07/14/17

Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Account 52330 - Street, Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-Westwood Dr-surface-654.98 tons-6/6-6/8/17 BC 2017-17	07/14/2017	07/14/2017	31,439.04
19278 - Milestone Contractors, LP	20-surface for patching-8.86 tons-6/1-6/5/17 BC 2017-17	07/14/2017	07/14/2017	425.28
19278 - Milestone Contractors, LP	20-surface-7.25 tons-6/12/17 BC 2017-17	07/14/2017	07/14/2017	348.00
19278 - Milestone Contractors, LP	20-Liberty Drive-surface-524.78 tons-6/14/17 BC 2017-17	07/14/2017	07/14/2017	18,289.86
Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 4		\$50,502.18
Program 020000 - Main Totals		Invoice Transactions 6		\$50,582.18
Department 02 - Public Works Totals		Invoice Transactions 6		\$50,582.18
Department 03 - City Clerk				
Program 030000 - Main				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	03 - Office Supplies	07/14/2017	07/14/2017	149.57
5103 - Staples Contract & Commercial, INC	03 - Moleskine Pro Collection - Office Supplies	07/14/2017	07/14/2017	18.36
5103 - Staples Contract & Commercial, INC	03 - Reinforcing Strip Myla - Office Supplies	07/14/2017	07/14/2017	13.71
5103 - Staples Contract & Commercial, INC	03 - Sakura Pens - Office Supplies	07/14/2017	07/14/2017	17.37
5103 - Staples Contract & Commercial, INC	03 - Office Supplies	07/14/2017	07/14/2017	29.95
Account 52420 - Other Supplies Totals		Invoice Transactions 5		\$228.96
Account 53230 - Travel				
5461 - F Nicole Bolden	03-Travel Reimb. For ILMCT Conf. 6/11/17-6/15/17	07/14/2017	07/14/2017	105.00
Account 53230 - Travel Totals		Invoice Transactions 1		\$105.00
Program 030000 - Main Totals		Invoice Transactions 6		\$333.96
Department 03 - City Clerk Totals		Invoice Transactions 6		\$333.96
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	04 - Name Tags for ESD staff	07/14/2017	07/14/2017	49.96
53005 - Menards, INC	04 - Painting supplies for Projects	07/14/2017	07/14/2017	124.33
Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$174.29
Account 53320 - Advertising				
13433 - Cardinal Stage Company INC	04 - Season Sponsorship for Nest Generation Initiation	07/14/2017	07/14/2017	500.00
Account 53320 - Advertising Totals		Invoice Transactions 1		\$500.00
Account 53960 - Grants				
6061 - Dance Network Alliance	04 - 2017 BAC Art Grant Award	07/14/2017	07/14/2017	1,400.00
6039 - Margaret Messerschmidt (Cardboard House Press)	04 - 2017 BAC art grant award	07/14/2017	07/14/2017	625.00
6068 - Monster House Press, INC	04 2017 BAC Art Grant Award	07/14/2017	07/14/2017	1,300.00
Account 53960 - Grants Totals		Invoice Transactions 3		\$3,325.00
Account 53970 - Mayor's Promotion of Business				
6054 - Justus Roe (Standing Wave,LLC)	04 7th Street Bike & Ped underpass Mural	07/14/2017	07/14/2017	2,000.00



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Account 53970 - Mayor's Promotion of Business Totals		Invoice Transactions	1	\$2,000.00
Account 53990 - Other Services and Charges				
6054 - Justus Roe (Standing Wave,LLC)	04 7th Street Bike & Ped underpass Mural	07/14/2017	07/14/2017	1,000.00
4175 - The Stables Events, LLC (Izzy's Rentals)	04 - Port a Can for Pitch event at Dimension Mill event	07/14/2017	07/14/2017	150.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions	2	\$1,150.00
Program 040000 - Main Totals		Invoice Transactions	9	\$7,149.29
Department 04 - Economic & Sustainable Dev Totals		Invoice Transactions	9	\$7,149.29
Department 09 - CFRD				
Program 090000 - Main				
Account 53230 - Travel				
860 - Elizabeth D Savich	09-parking reimb. for three meetings at IMU	07/14/2017	07/14/2017	18.75
Account 53230 - Travel Totals		Invoice Transactions	1	\$18.75
Program 090000 - Main Totals		Invoice Transactions	1	\$18.75
Department 09 - CFRD Totals		Invoice Transactions	1	\$18.75
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
501 - Karl Clark (KC Designs)	10-envelopes	07/14/2017	07/14/2017	160.00
Account 52110 - Office Supplies Totals		Invoice Transactions	1	\$160.00
Account 53230 - Travel				
5712 - Philippa M Guthrie	10 Guthrie parking June 21 seminar	07/14/2017	07/14/2017	11.00
Account 53230 - Travel Totals		Invoice Transactions	1	\$11.00
Program 100000 - Main Totals		Invoice Transactions	2	\$171.00
Program 101000 - Human Rights				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	10-2017 House of Doolittle 24"	07/14/2017	07/14/2017	10.61
Account 52110 - Office Supplies Totals		Invoice Transactions	1	\$10.61
Program 101000 - Human Rights Totals		Invoice Transactions	1	\$10.61
Department 10 - Legal Totals		Invoice Transactions	3	\$181.61
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	11-binder clips	07/14/2017	07/14/2017	1.02
Account 52110 - Office Supplies Totals		Invoice Transactions	1	\$1.02
Account 53320 - Advertising				
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-full-page ad Distinctly Bloomington	07/14/2017	07/14/2017	1,150.00
Account 53320 - Advertising Totals		Invoice Transactions	1	\$1,150.00
Program 110000 - Main Totals		Invoice Transactions	2	\$1,151.02
Department 11 - Mayor's Office Totals		Invoice Transactions	2	\$1,151.02



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	12 Office Supplies, folders Inv 3341557196	07/14/2017	07/14/2017	11.98
	Account 52110 - Office Supplies Totals	Invoice Transactions 1		\$11.98
Account 52420 - Other Supplies				
4983 - Varidesk, LLC	12 Varidesk for Mark Uebel-HR	07/14/2017	07/14/2017	395.00
	Account 52420 - Other Supplies Totals	Invoice Transactions 1		\$395.00
Account 53990 - Other Services and Charges				
5844 - Sean Conrad Olson (The Olson Group LLC)	12 363 Sessions Inv 144	07/14/2017	07/14/2017	2,700.00
	Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		\$2,700.00
	Program 120000 - Main Totals	Invoice Transactions 3		\$3,106.98
	Department 12 - Human Resources Totals	Invoice Transactions 3		\$3,106.98
Department 13 - Planning				
Program 130000 - Main				
Account 52420 - Other Supplies				
6054 - Justus Roe (Standing Wave,LLC)	13-Paint supplies (mural-7th St. pedestrian underpass)	07/14/2017	07/14/2017	500.00
5103 - Staples Contract & Commercial, INC	13-Roll Map Storage Bin (for Terri)	07/14/2017	07/14/2017	194.34
	Account 52420 - Other Supplies Totals	Invoice Transactions 2		\$694.34
Account 53990 - Other Services and Charges				
199 - Monroe County Government	13-(6) copies for Planning and Transportation (Sara Gomez)	07/14/2017	07/14/2017	6.00
	Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		\$6.00
	Program 130000 - Main Totals	Invoice Transactions 3		\$700.34
Program 132000 - MPO				
Account 53960 - Grants				
199 - Monroe County Government	13-MPO Reimb (UPWP)--Quarter #1 Billing	07/14/2017	07/14/2017	1,092.83
199 - Monroe County Government	13-MPO Reimb (UPWP)--Quarter #2 Billing	07/14/2017	07/14/2017	2,320.24
	Account 53960 - Grants Totals	Invoice Transactions 2		\$3,413.07
	Program 132000 - MPO Totals	Invoice Transactions 2		\$3,413.07
	Department 13 - Planning Totals	Invoice Transactions 5		\$4,113.41
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	19-City Hall-hand soap	07/14/2017	07/14/2017	44.70
2966 - Barrett Supplies & Equipment, INC	19-trash bags, paper towels, hand soap	07/14/2017	07/14/2017	886.33
	Account 52210 - Institutional Supplies Totals	Invoice Transactions 2		\$931.03
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-CH-caulking	07/14/2017	07/14/2017	6.99
395 - Kirby Risk Corp	19-CH-lamps for stock	07/14/2017	07/14/2017	123.66



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
395 - Kirby Risk Corp	19-City Hall-ballasts	07/14/2017	07/14/2017	142.23
395 - Kirby Risk Corp	19-CH-OOTC-bulbs	07/14/2017	07/14/2017	7.34
394 - Kleindorfer Hardware & Variety	19-CH-LED bulbs, mason bit	07/14/2017	07/14/2017	26.07
394 - Kleindorfer Hardware & Variety	19-sand bags	07/14/2017	07/14/2017	10.99
394 - Kleindorfer Hardware & Variety	19-framing square, cut off wheels, floor planes	07/14/2017	07/14/2017	68.03
394 - Kleindorfer Hardware & Variety	19-materials to repair trash can-washer, nuts	07/14/2017	07/14/2017	5.76
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions	8	\$391.07
Account 52430 - Uniforms and Tools				
3496 - Smith Implements, INC	19-Downtown Specialist-leaf blower	07/14/2017	07/14/2017	125.95
Account 52430 - Uniforms and Tools Totals		Invoice Transactions	1	\$125.95
Account 53140 - Exterminator Services				
2839 - Kirbys Termite & Pest Control, INC	19-CH/Off Site Facilities-pest control-June 2017	07/14/2017	07/14/2017	55.00
Account 53140 - Exterminator Services Totals		Invoice Transactions	1	\$55.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 5/12-6/11/17	07/14/2017	07/14/2017	183.33
Account 53210 - Telephone Totals		Invoice Transactions	1	\$183.33
Account 53610 - Building Repairs				
3434 - Executive Management Services, INC	19-CH/Off Site Facilities-Cleaning Services June 2017	07/14/2017	07/14/2017	13,389.00
5012 - Stanley Access Technologies, LLC	19-City Hall-repair handicap switch on front doors	07/14/2017	07/14/2017	205.00
5103 - Staples Contract & Commercial, INC	19-OOTM-mesh task office chairs (6)	07/14/2017	07/14/2017	598.74
Account 53610 - Building Repairs Totals		Invoice Transactions	3	\$14,192.74
Account 53650 - Other Repairs				
2480 - ECO Lighting Solutions, LLC	19-Council Chambers LED Lighting Changeover	07/14/2017	07/14/2017	34,554.00
Account 53650 - Other Repairs Totals		Invoice Transactions	1	\$34,554.00
Program 190000 - Main Totals		Invoice Transactions	17	\$50,433.12
Department 19 - Facilities Maintenance Totals		Invoice Transactions	17	\$50,433.12
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	28-16GB USB Flash Drive 2.0	07/14/2017	07/14/2017	7.23
5103 - Staples Contract & Commercial, INC	28-scotch mounting tape, highlighters	07/14/2017	07/14/2017	6.10
Account 52110 - Office Supplies Totals		Invoice Transactions	2	\$13.33
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	28-plugable USB-8T4LE bluetooth 4	07/14/2017	07/14/2017	22.34
Account 52420 - Other Supplies Totals		Invoice Transactions	1	\$22.34
Account 53170 - Mgt. Fee, Consultants, and Workshops				
260 - Hiron & Company Communications, INC	28-Project Management-Axia Crisis Communications	07/14/2017	07/14/2017	950.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions	1	\$950.00



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Fund 103 - Restricted Donations Department 06 - Controller's Office Program 400102 - Animal Supplies Account 52210 - Institutional Supplies 4633 - Midwest Veterinary Supply, INC	Program 280000 - Main Totals	Invoice Transactions	4	\$985.67
	Department 28 - ITS Totals	Invoice Transactions	4	\$985.67
	Fund 101 - General Fund Totals	Invoice Transactions	95	\$127,324.36
	01-antibiotics-6/21/17	07/14/2017	07/14/2017	275.10
	Account 52210 - Institutional Supplies Totals	Invoice Transactions	1	\$275.10
Program 401402 - Explorer Teen Programs Account 52420 - Other Supplies 53005 - Menards, INC	Program 400102 - Animal Supplies Totals	Invoice Transactions	1	\$275.10
	14-lumber, misc for Teen Academy course	07/14/2017	07/14/2017	150.83
	Account 52420 - Other Supplies Totals	Invoice Transactions	1	\$150.83
	Program 401402 - Explorer Teen Programs Totals	Invoice Transactions	1	\$150.83
	Department 06 - Controller's Office Totals	Invoice Transactions	2	\$425.93
Fund 312 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 52420 - Other Supplies 11693 - The Award Center, INC	Fund 103 - Restricted Donations Totals	Invoice Transactions	2	\$425.93
	09-BCSW - Three magnetic badges	07/14/2017	07/14/2017	26.25
	Account 52420 - Other Supplies Totals	Invoice Transactions	1	\$26.25
	Program 090003 - Com Serv - Status of Women Totals	Invoice Transactions	1	\$26.25
	09-Lunch for CCA Activities ADA planning group	07/14/2017	07/14/2017	126.97
Program 090004 - Com Serv- Accessibility Account 53990 - Other Services and Charges 50761 - Bloomington Sandwich Co, LLC	Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	\$126.97
	Program 090004 - Com Serv- Accessibility Totals	Invoice Transactions	1	\$126.97
	09-CoA--three magentic badges	07/14/2017	07/14/2017	26.25
	Account 52420 - Other Supplies Totals	Invoice Transactions	1	\$26.25
	Program 090020 - Commission on Aging Totals	Invoice Transactions	1	\$26.25
Program 090020 - Commission on Aging Account 52420 - Other Supplies 11693 - The Award Center, INC	Department 09 - CFRD Totals	Invoice Transactions	3	\$179.47
	Fund 312 - Community Services Totals	Invoice Transactions	3	\$179.47
	Fund 401 - Non-Reverting Telecommunications Department 25 - Telecommunications Program 254000 - Infrastructure			



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Account 54450 - Equipment				
53442 - Paragon Micro, INC	28-Capital Replacement Workstations (8)	07/14/2017	07/14/2017	7,319.92
53442 - Paragon Micro, INC	28-Capital Replacement Computers (1)	07/14/2017	07/14/2017	1,713.97
53442 - Paragon Micro, INC	28-Capital Replacement Computers (1)-6/21/17	07/14/2017	07/14/2017	1,713.97
53442 - Paragon Micro, INC	28-Capital Replacement Computers (4)-6/19/17	07/14/2017	07/14/2017	3,659.96
53442 - Paragon Micro, INC	28-Capital Replacement Computers (4)-6/19/17	07/14/2017	07/14/2017	2,744.97
53442 - Paragon Micro, INC	28-Capital Replacement Computers (2)-6/19/17	07/14/2017	07/14/2017	1,829.98
Account 54450 - Equipment Totals		Invoice Transactions 6		\$18,982.77
Program 254000 - Infrastructure Totals		Invoice Transactions 6		\$18,982.77
Program 256000 - Services				
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-Copier Maintenance-OOTM 3/1-5/31/17	07/14/2017	07/14/2017	218.98
3989 - Ricoh USA, INC	28-Copier Maintenance-CH/off site facilities-5/17-6/16/17	07/14/2017	07/14/2017	2,071.06
Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 2		\$2,290.04
Program 256000 - Services Totals		Invoice Transactions 2		\$2,290.04
Department 25 - Telecommunications Totals		Invoice Transactions 8		\$21,272.81
Fund 401 - Non-Reverting Telecommunications Totals		Invoice Transactions 8		\$21,272.81
Fund 409 - Electronic Map Generation				
Department 28 - ITS				
Program 280000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5258 - 39 Degrees North , LLC	28-ESRI Consulting Services Agreement-City Portion	07/14/2017	07/14/2017	1,406.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$1,406.25
Program 280000 - Main Totals		Invoice Transactions 1		\$1,406.25
Department 28 - ITS Totals		Invoice Transactions 1		\$1,406.25
Fund 409 - Electronic Map Generation Totals		Invoice Transactions 1		\$1,406.25
Fund 451 - Motor Vehicle Highway				
Department 20 - Street				
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-pavement marking materials	07/14/2017	07/14/2017	20.27
313 - Fastenal Company	20-sign materials-18-8 tap 5/16-18x3	07/14/2017	07/14/2017	643.50
Account 52210 - Institutional Supplies Totals		Invoice Transactions 2		\$663.77
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-Street Dept-smoke detectors-2	07/14/2017	07/14/2017	11.98
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$11.98
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-536 N Lincoln-Class A Stone Ash-5 cy-6/2/17	07/14/2017	07/14/2017	507.50
334 - Irving Materials, INC	20-536 N Lincoln-Class A Stone-4 cy-6/6/17	07/14/2017	07/14/2017	406.00



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
334 - Irving Materials, INC	20-536 N Lincoln-Class A Stone-4.50 cy-6/7/17	07/14/2017	07/14/2017	456.75
334 - Irving Materials, INC	20-533 N Lincoln-Class A Stone-2.5 cy-6/5/17	07/14/2017	07/14/2017	253.75
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions	4	\$1,624.00
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	20-pavement markings-white paint	07/14/2017	07/14/2017	57.64
4478 - Loos & Co., INC	20-Signal wire (500 ft)	07/14/2017	07/14/2017	527.97
5634 - MGI Traffic Control Products	20-Traffic marking tape & curb top reflectors	07/14/2017	07/14/2017	978.20
Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions	3	\$1,563.81
Account 52420 - Other Supplies				
4150 - Alexander's LLC	20-pavement marking trailer-pintle ball replacement	07/14/2017	07/14/2017	42.00
409 - Black Lumber Co INC	20-hardware-T. Carroll	07/14/2017	07/14/2017	2.99
409 - Black Lumber Co INC	20-Truck #462-weed killer-D. Ruble-6/26/17	07/14/2017	07/14/2017	21.97
409 - Black Lumber Co INC	20-Truck #462-weed killer-D. Ruble-6/22/17	07/14/2017	07/14/2017	21.97
409 - Black Lumber Co INC	20-lemon dish soap, bulbs-A. Johnson-6/22/17	07/14/2017	07/14/2017	12.99
409 - Black Lumber Co INC	20-1X2X48" stakes, arrow staples	07/14/2017	07/14/2017	82.99
409 - Black Lumber Co INC	20-roundup, 2 gal. poly sprayer	07/14/2017	07/14/2017	36.94
409 - Black Lumber Co INC	20-roundup plus	07/14/2017	07/14/2017	21.97
409 - Black Lumber Co INC	20-2 cycle motor oil	07/14/2017	07/14/2017	3.98
409 - Black Lumber Co INC	20-lemon dish soap	07/14/2017	07/14/2017	3.00
248 - Cosner's Ice Company	20-ice for employees-110 7# bags	07/14/2017	07/14/2017	159.50
394 - Kleindorfer Hardware & Variety	20-pins	07/14/2017	07/14/2017	2.38
4519 - Osburn Associates, INC	20-Safety Mesh Signs	07/14/2017	07/14/2017	4,002.97
336 - Southside Rental Center, INC	20-Tack Wagon-#452-propane	07/14/2017	07/14/2017	30.16
336 - Southside Rental Center, INC	20-propane for pavement marking truck	07/14/2017	07/14/2017	41.76
Account 52420 - Other Supplies Totals		Invoice Transactions	15	\$4,487.57
Account 53140 - Exterminator Services				
2839 - Kirbys Termite & Pest Control, INC	19-CH/Off Site Facilities-pest control-June 2017	07/14/2017	07/14/2017	70.00
Account 53140 - Exterminator Services Totals		Invoice Transactions	1	\$70.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 5/12-6/11/17	07/14/2017	07/14/2017	184.48
Account 53210 - Telephone Totals		Invoice Transactions	1	\$184.48
Account 53630 - Machinery and Equipment Repairs				
3496 - Smith Implements, INC	20-chain saw repair-6/19/17	07/14/2017	07/14/2017	109.81
Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions	1	\$109.81
Account 53910 - Dues and Subscriptions				
2871 - International Municipal Signal Association (IMSA)	20-IMSA Membership S. Henson	07/14/2017	07/14/2017	60.00
Account 53910 - Dues and Subscriptions Totals		Invoice Transactions	1	\$60.00
Account 53920 - Laundry and Other Sanitation Services				



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-6/14/17	07/14/2017	07/14/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-6/21/17	07/14/2017	07/14/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/21/17	07/14/2017	07/14/2017	20.74
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/07/17	07/14/2017	07/14/2017	46.48
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/14/17	07/14/2017	07/14/2017	20.74
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions	5	\$140.74
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Disposal of street sweeper dumps-6/5 & 6/7/17	07/14/2017	07/14/2017	1,101.60
Account 53950 - Landfill Totals		Invoice Transactions	1	\$1,101.60
Program 200000 - Main Totals		Invoice Transactions	35	\$10,017.76
Department 20 - Street Totals		Invoice Transactions	35	\$10,017.76
Fund 451 - Motor Vehicle Highway Totals		Invoice Transactions	35	\$10,017.76
Fund 452 - Parking Facilities				
Department 26 - Parking				
Program 260000 - Main				
Account 52210 - Institutional Supplies				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-caulk gun, gloves, cut off wheels, sockets	07/14/2017	07/14/2017	106.05
Account 52210 - Institutional Supplies Totals		Invoice Transactions	1	\$106.05
Account 52340 - Other Repairs and Maintenance				
480 - Hall Signs INC	26-Pkg Garages-Wind Master Signs	07/14/2017	07/14/2017	586.58
53005 - Menards, INC	26-Pkg Garages-pet-resistant screen, battery charger kit,	07/14/2017	07/14/2017	198.94
Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions	2	\$785.52
Account 53610 - Building Repairs				
3397 - Evens Time, INC	26-Pkg Garages-replace & repair RWPV & DTF(tickets) BC 2015-71	07/14/2017	07/14/2017	495.00
204 - State Of Indiana	26-Morton St Garage-elevator certificate	07/14/2017	07/14/2017	120.00
Account 53610 - Building Repairs Totals		Invoice Transactions	2	\$615.00
Account 53630 - Machinery and Equipment Repairs				
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-sparkplug socket	07/14/2017	07/14/2017	4.99
Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions	1	\$4.99
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-Rent for August 2017	07/14/2017	07/14/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-Rent for August 2017	07/14/2017	07/14/2017	36,405.49
Account 53840 - Lease Payments Totals		Invoice Transactions	2	\$55,165.47
Account 54420 - Purchase of Equipment				
5976 - EV Connect, INC	26-Pkg Garages-EV stations-deposit on equipment BC 2017-39A	07/14/2017	07/14/2017	1,955.00
Account 54420 - Purchase of Equipment Totals		Invoice Transactions	1	\$1,955.00
Program 260000 - Main Totals		Invoice Transactions	9	\$58,632.03
Department 26 - Parking Totals		Invoice Transactions	9	\$58,632.03



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Fund 454 - Alternative Transportation		Fund 452 - Parking Facilities Totals	Invoice Transactions 9	\$58,632.03
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Jonathan Charles Byers	14-Byers-refund pkg citation D1703428-2 citations for same offen	07/14/2017	07/14/2017	20.00
Christian Ciesielski	14-Ciesielski-refund overpayment pkg citation M1700120	07/14/2017	07/14/2017	20.00
Account 46060 - Other Violations Totals		Invoice Transactions 2		\$40.00
Account 54310 - Improvements Other Than Building				
1847 - Hylant of Indianapolis, LLC	13 - Tenth Street Sidewalk (ROW Bond)	07/14/2017	07/14/2017	2,500.00
5999 - The Etica Group, INC	13-Walnut/Mitchell Sidwalks (P&T Contact: Neil Kopper)	07/14/2017	07/14/2017	4,491.51
Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 2		\$6,991.51
Program 020000 - Main Totals		Invoice Transactions 4		\$7,031.51
Department 02 - Public Works Totals		Invoice Transactions 4		\$7,031.51
Fund 454 - Alternative Transportation Totals		Invoice Transactions 4		\$7,031.51
Fund 512 - Golf Course Bond (02/19)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53820 - Interest				
4740 - Bank Of New York	06-Parks Refunding Series 2009	07/14/2017	07/14/2017	9,947.50
Account 53820 - Interest Totals		Invoice Transactions 1		\$9,947.50
Program 060000 - Main Totals		Invoice Transactions 1		\$9,947.50
Department 06 - Controller's Office Totals		Invoice Transactions 1		\$9,947.50
Fund 512 - Golf Course Bond (02/19) Totals		Invoice Transactions 1		\$9,947.50
Fund 601 - Cum Cap Development				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
51864 - Flint Trading, INC	20-Pavement Marking Supplies	07/14/2017	07/14/2017	3,807.48
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1		\$3,807.48
Account 53990 - Other Services and Charges				
19681 - Southeastern Equipment Co, INC	20-Asphalt Milling Machine Rental-5/1-5/31/17	07/14/2017	07/14/2017	17,000.00
19681 - Southeastern Equipment Co, INC	20-Asphalt Milling Machine Rental-6/1-6/30/17	07/14/2017	07/14/2017	13,255.45
Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$30,255.45
Account 54110 - Land Purchase				
Southern Hills Church of Christ, Non-Profit Inc.	06-Tapp/Rockport Rd Imp.-Parcel 5 Temp Easement/Fee Simple ROW	07/14/2017	07/14/2017	61,735.00
Account 54110 - Land Purchase Totals		Invoice Transactions 1		\$61,735.00
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-17th&Arlington Const. Insp.-serv. 5/1-5/31/17	07/14/2017	07/14/2017	700.14



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Fund 730 - Solid Waste Department 16 - Sanitation Program 160000 - Main Account 52420 - Other Supplies 248 - Cosner's Ice Company	Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1		\$700.14
	Program 020000 - Main Totals	Invoice Transactions 5		\$96,498.07
	Department 02 - Public Works Totals	Invoice Transactions 5		\$96,498.07
	Fund 601 - Cum Cap Development Totals	Invoice Transactions 5		\$96,498.07
Account 53140 - Exterminator Services 2839 - Kirbys Termite & Pest Control, INC	16-ice for employees-75 7# bags	07/14/2017	07/14/2017	108.75
	Account 52420 - Other Supplies Totals	Invoice Transactions 1		\$108.75
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	19-CH/Off Site Facilities-pest control-June 2017	07/14/2017	07/14/2017	55.00
	Account 53140 - Exterminator Services Totals	Invoice Transactions 1		\$55.00
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	02-PW Divisions-cell phone charges 5/12-6/11/17	07/14/2017	07/14/2017	72.33
	Account 53210 - Telephone Totals	Invoice Transactions 1		\$72.33
Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140	16-uniform rental (minus payroll ded)-6/21/17	07/14/2017	07/14/2017	7.49
	16-mat/towel services-6/21/17	07/14/2017	07/14/2017	31.87
	16-uniform rental (minus payroll ded)-6/28/17	07/14/2017	07/14/2017	7.49
	16-mat/towel services-6/28/17	07/14/2017	07/14/2017	31.87
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4		\$78.72
	16-trash disposal fees 6/1-6/14/17	07/14/2017	07/14/2017	9,124.40
	Account 53950 - Landfill Totals	Invoice Transactions 1		\$9,124.40
	Program 160000 - Main Totals	Invoice Transactions 8		\$9,439.20
	Department 16 - Sanitation Totals	Invoice Transactions 8		\$9,439.20
	Fund 730 - Solid Waste Totals	Invoice Transactions 8		\$9,439.20
Fund 800 - Risk Management Department 10 - Legal Program 100000 - Main Account 52420 - Other Supplies 4140 - Interstate All Battery Center of Bloomington, INC	10-12 V	07/14/2017	07/14/2017	217.20
	Account 52420 - Other Supplies Totals	Invoice Transactions 1		\$217.20
Account 52430 - Uniforms and Tools 8613 - Crane's Leather & Shoe Shop, INC 8613 - Crane's Leather & Shoe Shop, INC 8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4488 James	07/14/2017	07/14/2017	100.00
	10 Crane's 4498 Covey	07/14/2017	07/14/2017	100.00
	10 Crane's 4516 Nettleton	07/14/2017	07/14/2017	100.00



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4517 Knight	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 3235 Jacobs	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 3247 Brewer	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340714 Elkins	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340729 Taylor	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340755 Thrasher	07/14/2017	07/14/2017	99.99
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340758 Carmichael	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340775 Martin	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340810 Malicoat	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340824 Cornwell	07/14/2017	07/14/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340904 Uebel	07/14/2017	07/14/2017	99.99
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340986 Myers	07/14/2017	07/14/2017	99.99
Account 52430 - Uniforms and Tools Totals		Invoice Transactions 15		\$1,499.97
Account 53130 - Medical				
5176 - Robert Blake Hash	10-CDL Medical Reimbursement	07/14/2017	07/14/2017	80.00
5918 - Ryan W Hillenburg	10-CDL Reimbursement	07/14/2017	07/14/2017	85.00
2638 - Stanley Randolph Lopossa	10-DOT Physical	07/14/2017	07/14/2017	89.00
1440 - Carl D Retzlaff	10-CDL Reimbursement	07/14/2017	07/14/2017	80.00
Account 53130 - Medical Totals		Invoice Transactions 4		\$334.00
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC	12 WC TTD 7/7/17 paydate	07/05/2017	07/05/2017	2,184.58
Account 53420 - Worker's Comp & Risk Totals		Invoice Transactions 1		\$2,184.58
Account 53990 - Other Services and Charges				
204 - State Of Indiana	10 State acct 762242 inv 2944538	07/14/2017	07/14/2017	96.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$96.00
Program 100000 - Main Totals		Invoice Transactions 22		\$4,331.75
Department 10 - Legal Totals		Invoice Transactions 22		\$4,331.75
Fund 800 - Risk Management Totals		Invoice Transactions 22		\$4,331.75
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Charges Health Insurance				
3928 - Aim Medical Trust	12-July 2017 AIM Insurance Premiums \$747,852.07	07/05/2017	07/10/2017	747,852.07
17785 - The Howard E. Nyhart Company, INC	12- June Wellness Reimbursements \$3857.00	07/05/2017	07/05/2017	3,857.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 2		\$751,709.07
Program 120000 - Main Totals		Invoice Transactions 2		\$751,709.07
Department 12 - Human Resources Totals		Invoice Transactions 2		\$751,709.07
Fund 801 - Health Insurance Trust Totals		Invoice Transactions 2		\$751,709.07



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Fund 802 - Fleet Maintenance				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	17 - OFFICE SUPPLIES FLASH DRIVES	07/14/2017	07/14/2017	44.15
Account 52110 - Office Supplies Totals		Invoice Transactions	1	\$44.15
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/14/2017	388.12
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/14/2017	381.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/14/2017	768.30
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/14/2017	640.25
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/14/2017	1,212.88
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/14/2017	598.50
Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions	6	\$3,989.05
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	07/14/2017	07/14/2017	2,442.73
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	07/14/2017	07/14/2017	15,270.21
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	07/14/2017	07/14/2017	13,379.06
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	07/14/2017	07/14/2017	14,361.64
Account 52240 - Fuel and Oil Totals		Invoice Transactions	4	\$45,453.64
Account 52320 - Motor Vehicle Repair				
4877 - Asher Group, INC	17-#391 LABOR & PARTS FOR UJOINT	07/14/2017	07/14/2017	102.10
244 - Bloomington Ford, INC	17-#864 BUSHINGS, DAMPER AND PLUNGER	07/14/2017	07/14/2017	45.62
244 - Bloomington Ford, INC	17-#199A DOOR HANDLE ASSY	07/14/2017	07/14/2017	27.89
244 - Bloomington Ford, INC	17 - TIE ROD NUT AND DOOR HANDLE ASSY	07/14/2017	07/14/2017	58.82
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	349.72
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	22.95
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	81.68
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	5.50
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	63.98
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	50.57
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	399.00
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	91.93
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	75.04
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	169.64
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	91.93
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	62.70
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	62.53



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/14/2017	53.50
4335 - Circle Distributing, INC	17-CORE/PART RETURNS	07/14/2017	07/14/2017	(151.26)
594 - Curry Auto Center, INC	17 - #736 CABLES	07/14/2017	07/14/2017	76.30
13929 - Eckert's Tech Supply, INC	17-MISC PARTS	07/14/2017	07/14/2017	174.65
11545 - Ferrara Fire Apparatus, INC	17-#391 A/C RECEIVER DRIER	07/14/2017	07/14/2017	54.94
11545 - Ferrara Fire Apparatus, INC	17-#335 VOGEL SYSTEM GREASE	07/14/2017	07/14/2017	334.25
4768 - Fox's Cycle Sales	17-#708 GAS LINE	07/14/2017	07/14/2017	34.24
455 - Industrial Service & Supply, INC	17-#632 HYD HOSE AND FITTINGS	07/14/2017	07/14/2017	511.04
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	07/14/2017	07/14/2017	40.30
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	07/14/2017	07/14/2017	178.00
11672 - Jack Doheny Companies, INC	17-#601 CONTROL VALVE	07/14/2017	07/14/2017	81.79
4439 - JX Enterprises, INC	17-BRACKET ASSY	07/14/2017	07/14/2017	461.15
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	07/14/2017	07/14/2017	3.28
2974 - MacAllister Machinery Co, INC	17-#599 INJECTION VALVE, SENSOR, ORINGS AND TIMING SENSOR	07/14/2017	07/14/2017	620.75
2974 - MacAllister Machinery Co, INC	17 - #736 SENSOR AND RING	07/14/2017	07/14/2017	255.57
4548 - Midwest Motor Supply (Kimball Midwest)	17-BRAKE CLEAN	07/14/2017	07/14/2017	454.80
787 - Motor Service Corporation	17-PARTS RETURN	07/14/2017	07/14/2017	(19.00)
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/14/2017	95.58
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/14/2017	22.77
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/14/2017	14.06
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/14/2017	195.92
19317 - Old Dominion Brush Company, INC	17-#464 DIRT SHOE HARDWARE, FRONT CURTAIN	07/14/2017	07/14/2017	495.39
54351 - Sternberg, INC	17-#338 AIR DRYER	07/14/2017	07/14/2017	324.20
54351 - Sternberg, INC	17-CORE RETURN	07/14/2017	07/14/2017	(48.00)
54351 - Sternberg, INC	17 -	07/14/2017	07/14/2017	417.45
4398 - TruckPro Holding Corporation	17-#391 VALVE ASSY, CAP AND ORING	07/14/2017	07/14/2017	148.60
4856 - United Rotary Brush	17-WAVY BOBCAT BROOM	07/14/2017	07/14/2017	478.97
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#338 LED STOP LIGHT	07/14/2017	07/14/2017	321.07
2096 - West Side Tractor Sales Co.	17 - #781 CHECK A/C SYSTEM - LABOR & PARTS	07/14/2017	07/14/2017	10.58
2096 - West Side Tractor Sales Co.	17-#632 FILTERS	07/14/2017	07/14/2017	133.45
2096 - West Side Tractor Sales Co.	17 - #781 FILTERS	07/14/2017	07/14/2017	96.34
2096 - West Side Tractor Sales Co.	17-#454 SEAL KIT	07/14/2017	07/14/2017	21.09
Account 52320 - Motor Vehicle Repair Totals		Invoice Transactions 49		<u>\$7,653.37</u>
Account 52420 - Other Supplies				
4160 - Roderick Armes (PEI)	17-GAS PUMP NOZZLES	07/14/2017	07/14/2017	88.00
2974 - MacAllister Machinery Co, INC	17 = SHOP SUPPLY - CABLE ADAPTER	07/14/2017	07/14/2017	126.56



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$214.56
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	17 - VACCINES - NICHOLS / HILLENBURG	07/14/2017	07/14/2017	93.00
231 - Indiana University Health Bloomington, INC	17 - VACCINES - NICHOLS / HILLENBURG	07/14/2017	07/14/2017	93.00
Account 53130 - Medical Totals		Invoice Transactions 2		\$186.00
Account 53140 - Exterminator Services				
2839 - Kirbys Termite & Pest Control, INC	19-CH/Off Site Facilities-pest control-June 2017	07/14/2017	07/14/2017	40.00
Account 53140 - Exterminator Services Totals		Invoice Transactions 1		\$40.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 5/12-6/11/17	07/14/2017	07/14/2017	17.97
Account 53210 - Telephone Totals		Invoice Transactions 1		\$17.97
Account 53620 - Motor Repairs				
4877 - Asher Group, INC	17-#391 LABOR & PARTS FOR UJOINT	07/14/2017	07/14/2017	47.50
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES	07/14/2017	07/14/2017	49.99
2096 - West Side Tractor Sales Co.	17 - #456 DIAGNOSTIC BATTERY	07/14/2017	07/14/2017	371.20
2096 - West Side Tractor Sales Co.	17 - #781 CHECK A/C SYSTEM - LABOR & PARTS	07/14/2017	07/14/2017	366.38
Account 53620 - Motor Repairs Totals		Invoice Transactions 4		\$835.07
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	07/14/2017	07/14/2017	100.42
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	07/14/2017	07/14/2017	71.81
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	07/14/2017	07/14/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	07/14/2017	07/14/2017	65.31
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 4		\$250.86
Account 54420 - Purchase of Equipment				
613 - Hoosier Penn Oil Company, INC	17 - INSTALLATION OF BULK OIL TANKS BC 2017-32	07/14/2017	07/14/2017	8,641.37
Account 54420 - Purchase of Equipment Totals		Invoice Transactions 1		\$8,641.37
Program 170000 - Main Totals		Invoice Transactions 75		\$67,326.04
Department 17 - Fleet Maintenance Totals		Invoice Transactions 75		\$67,326.04
Fund 802 - Fleet Maintenance Totals		Invoice Transactions 75		\$67,326.04
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/03/2017	07/03/2017	280.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/03/2017	07/03/2017	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/03/2017	07/03/2017	572.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/2017	07/05/2017	86.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/2017	07/05/2017	89.57



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Vendor	Invoice Description	G/L Date	Date	Invoice Amount
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice Transactions	5	\$1,069.36
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	18-City DDC 2017	07/03/2017	07/03/2017	1,270.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice Transactions	1	\$1,270.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/03/2017	07/03/2017	378.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/03/2017	07/03/2017	214.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/2017	07/05/2017	137.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/2017	07/05/2017	90.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice Transactions	4	\$820.71
Program 120000 - Main Totals		Invoice Transactions	10	\$3,160.07
Department 12 - Human Resources Totals		Invoice Transactions	10	\$3,160.07
Fund 804 - Insurance Voluntary Trust Totals		Invoice Transactions	10	\$3,160.07
		Invoice Transactions	280	\$1,168,701.82



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Bank Fees May 2017

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										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DepCC0517	06-Dept Credit Card Fees 05-17	Paid by EFT # 18055		06/26/2017	06/26/2017	06/26/2017		06/26/2017	5.00
18844 - First Financial Bank, N.A.	06-Courier05-17	06-Courier Fees May 2017	Paid by EFT # 18057		06/26/2017	06/26/2017	06/26/2017		06/26/2017	95.00
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$100.00
Program 010000 - Main Totals								Invoice Transactions 2		\$100.00
Department 01 - Animal Shelter Totals								Invoice Transactions 2		\$100.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DepCC0517	06-Dept Credit Card Fees 05-17	Paid by EFT # 18055		06/26/2017	06/26/2017	06/26/2017		06/26/2017	16.64
18844 - First Financial Bank, N.A.	06-PrkWeb05-17	06-Parking Web May 2017	Paid by EFT # 18058		06/26/2017	06/26/2017	06/26/2017		06/26/2017	1,643.10
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$1,659.74
Program 020000 - Main Totals								Invoice Transactions 2		\$1,659.74
Department 02 - Public Works Totals								Invoice Transactions 2		\$1,659.74
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DepCC0517	06-Dept Credit Card Fees 05-17	Paid by EFT # 18055		06/26/2017	06/26/2017	06/26/2017		06/26/2017	5.00
18844 - First Financial Bank, N.A.	06-AnFee05-16	06-AnalysisFee 05-16	Paid by EFT # 18056		06/26/2017	06/26/2017	06/26/2017		06/26/2017	1,709.03
18844 - First Financial Bank, N.A.	06-Courier05-17	06-Courier Fees May 2017	Paid by EFT # 18057		06/26/2017	06/26/2017	06/26/2017		06/26/2017	95.00
Account 53830 - Bank Charges Totals								Invoice Transactions 3		\$1,809.03
Program 060000 - Main Totals								Invoice Transactions 3		\$1,809.03
Department 06 - Controller's Office Totals								Invoice Transactions 3		\$1,809.03
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DepCC0517	06-Dept Credit Card Fees 05-17	Paid by EFT # 18055		06/26/2017	06/26/2017	06/26/2017		06/26/2017	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 130000 - Main Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning Totals								Invoice Transactions 1		\$5.00
Fund 101 - General Fund Totals								Invoice Transactions 8		\$3,573.77
Fund 452 - Parking Facilities										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-Courier05-17	06-Courier Fees May 2017	Paid by EFT # 18057		06/26/2017	06/26/2017	06/26/2017		06/26/2017	10.50
18844 - First Financial Bank, N.A.	06-GargeFees051	06-Garge Fees May 2017	Paid by EFT # 18059		06/26/2017	06/26/2017	06/26/2017		06/26/2017	1,894.95
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$1,905.45
Program 260000 - Main Totals								Invoice Transactions 2		\$1,905.45
Department 26 - Parking Totals								Invoice Transactions 2		\$1,905.45
Fund 452 - Parking Facilities Totals								Invoice Transactions 2		\$1,905.45
Fund 454 - Alternative Transportation										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DepCC0517	06-Dept Credit Card Fees 05-17	Paid by EFT # 18055		06/26/2017	06/26/2017	06/26/2017		06/26/2017	8.31
18844 - First Financial Bank, N.A.	06-PrkWeb05-17	06-Parking Web May 2017	Paid by EFT # 18058		06/26/2017	06/26/2017	06/26/2017		06/26/2017	821.44
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$829.75
Program 020000 - Main Totals								Invoice Transactions 2		\$829.75
Department 02 - Public Works Totals								Invoice Transactions 2		\$829.75
Fund 454 - Alternative Transportation Totals								Invoice Transactions 2		\$829.75
Grand Totals								Invoice Transactions 15		\$6,308.97



Board of Public Works Claim Register

Invoice Date Range 06/27/17 - 06/28/17

Utility Cks 6/28.17

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										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM061517	19-CH/Off Site Facilities- elec. summary bill-bill	Paid by Check # 65772		06/28/2017	06/28/2017	06/28/2017		06/27/2017	1,205.88
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$1,205.88
Program 010000 - Main Totals								Invoice Transactions 1		\$1,205.88
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$1,205.88
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM061517	19-CH/Off Site Facilities- elec. summary bill-bill	Paid by Check # 65772		06/28/2017	06/28/2017	06/28/2017		06/27/2017	8,302.84
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$8,302.84
Program 190000 - Main Totals								Invoice Transactions 1		\$8,302.84
Department 19 - Facilities Maintenance Totals								Invoice Transactions 1		\$8,302.84
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226106-17	28-phone charges-5/20-6/19/17-#812 339-2261	Paid by Check # 65762		06/28/2017	06/28/2017	06/28/2017		06/27/2017	5,511.48
13969 - AT&T Mobility II, LLC	ITSX06192017	28-cell phone charges 5/12-6/11/17	Paid by Check # 65767		06/28/2017	06/28/2017	06/28/2017		06/27/2017	678.73
Account 53210 - Telephone Totals								Invoice Transactions 2		\$6,190.21
Program 280000 - Main Totals								Invoice Transactions 2		\$6,190.21
Department 28 - ITS Totals								Invoice Transactions 2		\$6,190.21
Fund 101 - General Fund Totals								Invoice Transactions 4		\$15,698.93
Fund 401 - Non-Reverting Telecommunications										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	401NMtrn-061817	28-401 N Morton St- business internet-7/1-	Paid by Check # 65770		06/28/2017	06/28/2017	06/28/2017		06/27/2017	149.85
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$149.85
Program 256000 - Services Totals								Invoice Transactions 1		\$149.85
Department 25 - Telecommunications Totals								Invoice Transactions 1		\$149.85
Fund 401 - Non-Reverting Telecommunications Totals								Invoice Transactions 1		\$149.85
Fund 450 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	TRFSIGSUM062017	20-Traffic Signal Summary-electric bill-bill	Paid by Check # 65773		06/28/2017	06/28/2017	06/28/2017		06/27/2017	2,806.29
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 1		\$2,806.29
Program 200000 - Main Totals								Invoice Transactions 1		\$2,806.29
Department 20 - Street Totals								Invoice Transactions 1		\$2,806.29
Fund 450 - Local Road and Street Totals								Invoice Transactions 1		\$2,806.29
Fund 451 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM061517	19-CH/Off Site Facilities- elec. summary bill-bill	Paid by Check # 65772		06/28/2017	06/28/2017	06/28/2017		06/27/2017	491.03
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$491.03
Program 200000 - Main Totals								Invoice Transactions 1		\$491.03
Department 20 - Street Totals								Invoice Transactions 1		\$491.03
Fund 451 - Motor Vehicle Highway Totals								Invoice Transactions 1		\$491.03
Fund 452 - Parking Facilities										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PKGEXF06192017	26-Pkg Enf. Officers-cell phone charges 5/12-	Paid by Check # 65768		06/28/2017	06/28/2017	06/28/2017		06/27/2017	46.12
Account 53210 - Telephone Totals								Invoice Transactions 1		\$46.12
Account 53510 - Electrical Services										
223 - Duke Energy										
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$5,184.12
Program 260000 - Main Totals								Invoice Transactions 2		\$5,230.24
Department 26 - Parking Totals								Invoice Transactions 2		\$5,230.24
Fund 452 - Parking Facilities Totals								Invoice Transactions 2		\$5,230.24
Fund 454 - Alternative Transportation										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PKGEXF06192017	26-Pkg Enf. Officers-cell phone charges 5/12-	Paid by Check # 65768		06/28/2017	06/28/2017	06/28/2017		06/27/2017	92.24
Account 53210 - Telephone Totals								Invoice Transactions 1		\$92.24
Program 020000 - Main Totals								Invoice Transactions 1		\$92.24
Department 02 - Public Works Totals								Invoice Transactions 1		\$92.24
Fund 454 - Alternative Transportation Totals								Invoice Transactions 1		\$92.24
Fund 730 - Solid Waste										
Department 16 - Sanitation										
Program 160000 - Main										

Account 53510 - Electrical Services
223 - Duke Energy

FACSUM061517 19-CH/Off Site Facilities- Paid by Check
elec. summary bill-bill # 65772

06/28/2017 06/28/2017 06/28/2017 06/27/2017 369.75

Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$369.75</u>
Program 160000 - Main Totals	Invoice Transactions 1	<u>\$369.75</u>
Department 16 - Sanitation Totals	Invoice Transactions 1	<u>\$369.75</u>
Fund 730 - Solid Waste Totals	Invoice Transactions 1	<u>\$369.75</u>

Fund 800 - Risk Management
Department 10 - Legal
Program 100000 - Main
Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

RISIX06192017 10-B. Wilson-cell phone Paid by Check
charges-5/12-6/11/17 # 65765

06/28/2017 06/28/2017 06/28/2017 06/27/2017 299.64

Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$299.64</u>
Program 100000 - Main Totals	Invoice Transactions 1	<u>\$299.64</u>
Department 10 - Legal Totals	Invoice Transactions 1	<u>\$299.64</u>
Fund 800 - Risk Management Totals	Invoice Transactions 1	<u>\$299.64</u>

Fund 802 - Fleet Maintenance
Department 17 - Fleet Maintenance
Program 170000 - Main
Account 53510 - Electrical Services
223 - Duke Energy

FACSUM061517 19-CH/Off Site Facilities- Paid by Check
elec. summary bill-bill # 65772

06/28/2017 06/28/2017 06/28/2017 06/27/2017 627.36

Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$627.36</u>
Program 170000 - Main Totals	Invoice Transactions 1	<u>\$627.36</u>
Department 17 - Fleet Maintenance Totals	Invoice Transactions 1	<u>\$627.36</u>
Fund 802 - Fleet Maintenance Totals	Invoice Transactions 1	<u>\$627.36</u>

Fund 805 - Unemployment Comp Non-Reverting
Department 12 - Human Resources
Program 120000 - Main
Account 53990 - Other Services and Charges
204 - State Of Indiana

131447 May 2017 12 Unemployment for Paid by Check
April/May 2017 # 65774

06/28/2017 06/28/2017 06/28/2017 06/27/2017 1,989.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$1,989.00</u>
Program 120000 - Main Totals	Invoice Transactions 1	<u>\$1,989.00</u>
Department 12 - Human Resources Totals	Invoice Transactions 1	<u>\$1,989.00</u>
Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice Transactions 1	<u>\$1,989.00</u>
Grand Totals	Invoice Transactions 20	<u>27,764.33</u>

27,764.33

11.0

0.0

1,205.88
8,302.86
6,190.21
149.85
2,806.29
491.63
46.12
5,186.12
92.26
369.75
299.64
627.36
1,989.00
27,764.33

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	6/1/2017	EFT	804	FLEX	6/2/2017	345.91
2	5/31/2017	EFT	804	FLEX	6/2/2017	298.39
3	6/2/2017	EFT	804	FLEX	6/6/2017	389.00
4	6/3/2017	EFT	804	FLEX	6/6/2017	275.88
5	6/4/2017	EFT	804	FLEX	6/6/2017	227.96
6	6/5/2017	EFT	804	FLEX	6/6/2017	95.00
7	6/6/2017	EFT	804	FLEX/DDC	6/6/2017	435.66
8	6/6/2017	EFT	804	FLEX	6/7/2017	193.91
9	6/7/2017	EFT	800	Workers Comp	6/7/2017	2,117.90
10	6/7/2017	EFT	804	Gym/MT	6/7/2017	4,553.96
11	6/7/2017	EFT	804	FLEX	6/8/2017	364.71
12	6/6/2017	EFT	804	H.S.A. ER	6/8/2017	145.52
13	6/8/2017	EFT	804	H.S.A. EE	6/8/2017	15,215.72
14	6/8/2017	EFT	804	FLEX	6/9/2017	857.30
15	6/9/2017	EFT	800	Workers Comp	6/9/2017	3,034.00
16	6/9/2017	EFT	801	IACT	6/9/2017	745,395.84
17	6/9/2017	EFT	804	FLEX	6/14/2017	366.80
18	6/10/2017	EFT	804	FLEX	6/14/2017	348.06
19	6/11/2017	EFT	804	FLEX	6/14/2017	84.99
20	6/12/2017	EFT	804	FLEX	6/14/2017	101.28
21	6/13/2017	EFT	804	H.S.A. EE	6/14/2017	436.28
22	6/14/2017	EFT	801	H.S.A. ER	6/14/2017	1,062.60
27	6/13/2017	EFT	804	FLEX	6/14/2017	103.81
28	6/14/2017	EFT	804	FLEX	6/16/2017	258.55
29	6/15/2017	EFT	804	FLEX	6/16/2017	323.44
26	6/16/2017	EFT	804	FLEX	6/20/2017	699.42
30	6/17/2017	EFT	804	FLEX	6/20/2017	313.90
25	6/18/2017	EFT	804	FLEX	6/20/2017	75.00
24	6/19/2017	EFT	804	FLEX	6/20/2017	118.95
23	6/20/2017	EFT	804	FLEX/DDC	6/20/2017	637.00
31	6/20/2017	EFT	804	H.S.A. ER	6/20/2017	777.00
32	6/20/2017	EFT	804	FLEX	6/21/2017	135.89
33	6/19/2017	EFT	800	Workers Comp	6/21/2017	2,784.70
34	6/21/2017	EFT	800	Workers Comp	6/21/2017	11,266.80
35	6/21/2017	EFT	800	Workers Comp	6/21/2017	3,288.32
36	6/22/2017	EFT	804	H.S.A. ER	6/22/2017	401.80
37	6/22/2017	EFT	804	H.S.A. EE	6/22/2017	14,984.56
38	6/21/2017	EFT	804	FLEX	6/22/2017	296.37
39	6/22/2017	EFT	804	H.S.A. ER	6/23/2017	401.80
40	6/22/2017	EFT	804	FLEX	6/23/2017	545.14
41	6/23/2017	EFT	804	FLEX	6/27/2017	682.75
42	6/24/2017	EFT	804	FLEX	6/27/2017	540.00
43	6/26/2017	EFT	804	FLEX	6/27/2017	138.98
44	6/27/2017	EFT	804	FLEX	6/27/2017	125.00
45	6/29/2017	EFT	804	FLEX	6/30/2017	181.89
46	6/28/2017	EFT	804	FLEX	6/30/2017	203.52
47	6/27/2017	EFT	804	FLEX	6/28/2017	255.97
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

815,884.99

ALLOWANCE OF CLAIMS

\$ 815,884.99

Dated this _____ day of _____ year of 20_____.

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.8.

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/26/2017	Bank Fees				6,308.97
7/14/2017	Claims				1,168,701.82
6/28/2017	Sp Utility Cks				27,754.33
	Woodlawn Ave				-
6/1/2017	Month Of June	Insurance Flex/H.S.A/WorkComp			815,884.99
					<u>2,018,650.11</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 \$ 2,018,650.11

Dated this ____ day of _____ year of 20____.

_____	_____	_____
_____	_____	_____

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____