

Board of Public Works Meeting

October 26, 2021



The City will offer virtual options, including CATS public access television (live and tape-delayed) and Zoom by using the following link:

<https://bloomington.zoom.us/j/88414305980?pwd=Wm82SGRIUU1KTmdlM01lVjV4eWVYUT09>

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

Topic: Board of Public Works

Time: Oct 26, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/88414305980?pwd=Wm82SGRIUU1KTmdlM01lVjV4eWVYUT09>

Meeting ID: 884 1430 5980

Passcode: 844482

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 884 1430 5980

Passcode: 844482

Find your local number: <https://bloomington.zoom.us/u/ko5hEnKF6>

AGENDA
BOARD OF PUBLIC WORKS
October 26, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, October 26, 2021 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/88414305980?pwd=Wm82SGRIUU1KTmdlM01IVjV4eWVYUT09>

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

1. Appeal of NOV # 49726 706 N. Washington

III. TITLE VI ENFORCEMENT

1. Abatement at 1600 W. 3rd Street

IV. CONSENT AGENDA

1. Approval of Minutes – October 12, 2021
2. Noise Permit; Rose Hill Farm Stop Grand Opening
3. Resolution 2021-55; Canopy of Lights
4. Resolution 2021-56; Krampus
5. Resolution 2021-59; Parks and Recreation Holiday Market
6. Renew Shared Use Motorized Scooter Agreement – BIRD
7. Resolution 2021-57; New Mobile Vendor in Public Right-of-Way; Community Kitchen of Monroe County
8. Resolution 2021-58; Renew Mobile Vendor in Public Right-of-Way; Pushcart Sober Joe
9. Outdoor Lighting Service Agreement with Duke Energy for the Intersection of W. 3rd and N. Rogers Street
10. Outdoor Lighting Service Agreement with Duke Energy for E. 2nd Street (East of Woodcrest)
11. Outdoor Lighting Service Agreement with Duke Energy for Sherwood Oaks Subdivision
12. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2021-54: Encroachment for 2851 East Longview Avenue
2. Addendum # 2 to LPA-Consulting Contract with Etica Group for Guardrails at Various Locations Throughout the City
3. Lane Closure Request for 1800 N. Walnut Street from CenterPoint Energy
4. Change Order #1 for the Lower Cascades Road Project with E&B Paving
5. Contract with Groomer Construction for Trench Drain at Sanitation Department

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

STAFF REPORT
NOV APPEAL (garbage, recyclable materials, yard waste)

Appellant Information:

Name: Ethan Shepherd
Address: 706 N. Washington St.

Date Appealed: 10/20/2021

NOV Information:

Date Issued: 10/20/2021
By: Rob Council
Where: 706 N. Washington St.
For: Garbage in yard

Attachments:

1. Notice of Violation
2. Written appeal by Mr. Shepherd
3. Photographs submitted by HAND and Appellant

Controlling Ordinances: BMC § 6.06.020; BMC § 6.06.070(a); BMC § 6.06.070(b)(7);

Ordinance Language:

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

6.06.070(a) For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation.

6.06.070(b)(7) That the NOV may be appealed to the board, provided the appeal is in writing and filed with the board no later than seven days from the date of the NOV.

Discussion:

1. NOV #49726 was timely appealed.
2. Rob Council observed garbage deposited on the Property on October 20, 2021.
3. It is a violation of BMC § 6.06.020 for any person to throw, place, or scatter or to suffer or permit any garbage to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
4. It is a violation of BMC § 6.04.110 to have Carts, containers, and other articles to be picked up visible from the street more than twenty four hours prior to the time when such solid waste, recycling, or yard waste is to be collected, or to have carts and containers left at the curb after the day collection is made.

Staff Recommendation:

1. Deny the appeal of NOV #49726



Notice of Violation

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

Date 10/20/21 Time 9:55 Address/location 706 N. Washington L74100
Issued by: 207

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

☒ Fine Due: ☒ \$50 ☐ \$100 ☐ \$150

☐ Warning (No fine due at this time)

Ticket# _____

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

☐ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☐ Fine Due: ☐ \$50 ☐ \$100 ☐ \$150

☐ Warning (No fine due at this time)

Ticket# _____

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

Comments: Clean up trash in yard.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name _____

Address _____

City _____ State _____

Zip Code _____

Agent Name _____

Address _____

City _____ State _____

Zip Code _____

PW: _____

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



Appeal of Trash 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 Trash 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 Trash 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: Ethan Shepherd Phone Number 317-677-5711

Citation Number: 7408? Date on Trash Citation:
10/20/2021 9:55 am (Located in the top right hand corner of the citation)

Local Address:

706 N. Washington Street

_____Bloomington, IN_____

47404

Permanent Address:

_____3151 Golfview Drive_____

Greenwood, IN

_____46143_____

Today's Date: 10/20/2021 Reason for Appeal:

The trash we had in our yard was from raccoons getting into a republic trash bin that the city will not take which was at our place when we moved in. We are currently in the process of getting it removed by our landlord, but feel as if this bin being at our place when we moved in and evidently being unusable is not our fault.

I would also like to mention the warning we did receive for trash in our yard earlier this year was when we moved in and had many boxes to get rid of which he hoped the city would take but did not. Once we received this warning however, we did take care of the boxes and remove them ourselves.

Please let me know the results of this appeal. I just do not feel good about being fined \$50 for an occurrence that was not necessarily our fault and quickly rectified. Thank you for your time.

[illegible]

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Trash citation and received the date of _____ When the Board of Public Works will consider my appeal.

Signature Ethan Shepherd Date 10/20/2021

For use by Public Works:

Date Appeal Received: _____ Received

By: _____ Date Appeal Forwarded to Legal Department:



706

09170 13895

0817005889







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1-800-811-1111

City of Bloomington's Board of Public Works
Order on Appeal of Notice of Violation
Ticket #49726

This matter is before the Board of Public Works for Appeal of Notices of Violations under ticket numbers #49726 (the "NOV") at 706 N. Washington Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 26, 2021.

The Board of Public Works now finds as follows:

1. Mr. Ethan Shepherd ("Appellant") did timely appeal the NOV.
2. Appellant resides at the Property. Appellant is therefore a "responsible party" pursuant to BMC § 6.06.070 which provides: "the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation."
3. Rob Council inspected the property on October 20, 2021 and observed garbage deposited upon the Property.
4. It is a violation of BMC § 6.06.020 to either place garbage on your own property or suffer or permit garbage to be deposited on your property.
5. The facts support a finding that Appellant did violate BMC § 6.06.020 regarding garbage.

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

1. The appeal of NOV #49726 regarding garbage is denied.

So Ordered this 26th Day of October, 2021.

Dana Henke, President
Board of Public Works
City of Bloomington

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: October 26, 2021

Re: Request to Abate property at 1600 W. 3rd St., Bloomington, IN

Attachments:

1. NOV Issued September 1, September 10, September 22, and October 6, 2021.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

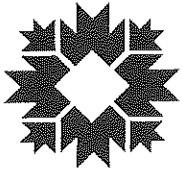
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On September 1, September 10, September 22, and October 6, 2021, a Neighborhood Compliance Officer inspected the property located at 1600 West 3rd Street, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to North Fork Holdings, LLC (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



Notice of Violation

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

Date 8.9.1.21 Time 1058am Address/location 1600 W 3rd St 47404

Issued by: 218

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

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

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☒ Warning (No fine due at this time) Ticket# 49185

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

Comments: Mow all overgrown grass/weeds

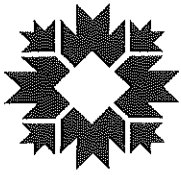
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name North Fork Holdings Llc
Address 19085 E Battlefield St.
City Springfield State MO
Zip Code 65804

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

BPW: _____

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



Notice of Violation

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

Date 9.10.21 Time 10:30 am Address/location 1600 W 3rd St 47404

Issued by: 218

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☒ Fine Due: ☒\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# 49397

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

Comments: Now all overgrown grass on the property.

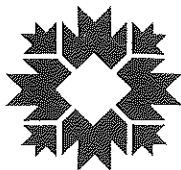
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name	<u>North Fork Holdings LLC</u>
Address	<u>19085 E Battlefield St.</u>
City	<u>Springfield</u>
State	<u>MO</u>
Zip Code	<u>65804</u>

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

BPW: _____

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



Notice of Violation

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

Date 9.22.21 Time 10:29 am Address/location 1600 W 3rd St 47404

Issued by: 218

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☒ Fine Due: ☐\$50 ☒\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# 49567

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

Comments: Mow all overgrown grass/weeds on the property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name

North Fork Holdings Llc

Address

19085 E Battlefield St

City

Springfield

State

MO

Zip Code

65804

Agent Name _____

Address _____

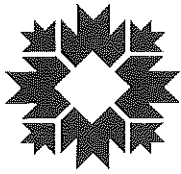
City _____

State _____

Zip Code _____

BPW: _____

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



Notice of Violation

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

Date 10.6.21 Time 12:45 pm Address/location 1600 W 3rd St 47404

Issued by: 218

☐ BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

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

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

☐ Fine Due: ☐\$50 ☐\$100 ☒\$150

☐ Warning (No fine due at this time)

Ticket# 49617

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

Comments: MDW all overgrown grass on the property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name NORTH FORK HOLDINGS LLC

Address 19085 E BATTLEFIELD ST

City SPRINGFIELD State MO

Zip Code 65804

Agent Name _____

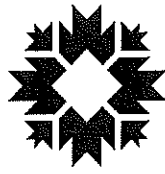
Address _____

City _____ State _____

Zip Code _____

BPW: X 10-26-21

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



**City of Bloomington
Housing & Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: North Fork Holdings Llc ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1600 W 3rd St, Bloomington 47404**, under parcel number 53-05-32-300-042.000-005 and whose legal description is 013-10550-00 PT SW SW 32-9-1W 1.927A; PLAT 38 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday October 26, 2021 via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

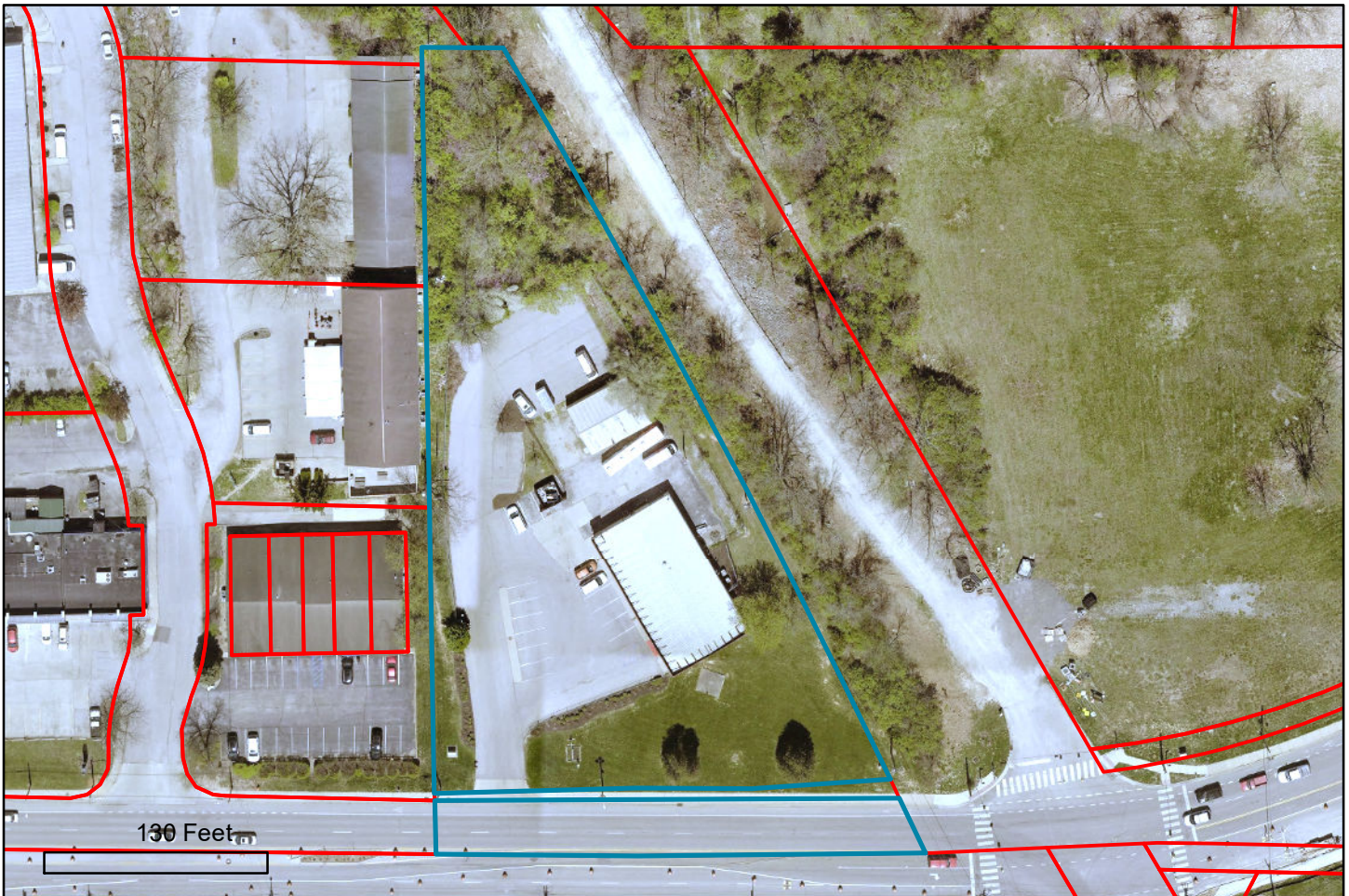
The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting



Monroe County, IN

1600 W 3rd ST, Bloomington, IN 47403
53-05-32-300-042.000-005



Parcel Information

Parcel Number: 53-05-32-300-042.000-005
Alt Parcel Number: 013-10550-00
Property Address: 1600 W 3rd ST
Bloomington, IN 47403
Neighborhood: 35 BLOOMINGTON CITY - COM - A
Property Class: Other Commercial Structures
Owner Name: North Fork Holdings LLC
Owner Address: 19085 E Battlefield St
Springfield, MO 65804
Legal Description: 013-10550-00 PT SW SW 32-9-1W
1.927A; PLAT 38

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	1.5	
12	0.427	

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on September 1, September 10, September 22, and October 6, 2021 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 26, 2021.

The Board of Public Works now finds as follows:

1. North Fork Holdings, LLC (Hereinafter the "Owner") owns the real estate located at 1600 W. 3rd St., Bloomington, IN, and whose legal description is 013-10550-00 PT SW SW 32-9-1W 1.927A; PLAT 38. (Hereinafter the "Property").
2. On September 1, September 10, September 22, and October 6, 2021, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 1st day of September, 2022.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 26th Day of October, 2021.

Dana Henke, President
Board of Public Works
City of Bloomington

The Board of Public Works meeting was held on Tuesday, October 12, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason - Public Works
J.D. Boruff - Public Works
Emily Herr - Engineering
Neil Kopper - Engineering
Roy Aten - Engineering

Hollingsworth said that she hopes everyone has recovered from illnesses and is well.

**MESSAGES FROM
BOARD MEMBERS**

1. Approval of Minutes – September 28, 2021
2. Resolution 2021-53 Declaration of ITS Surplus
3. Service Agreement with KONE, Inc. for Walnut Street
Garage Elevator Service
4. Noise Permit – Garth Brooks Cover Band at Switchyard
Park
5. Approval of Payroll

CONSENT AGENDA

Board Comments: None

Hollingsworth made a motion to approve the Consent Agenda.
Cox Deckard seconded. Henke took a roll call vote. Cox Deckard

voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, mentioned an item that had been removed from the Agenda. Wason wanted to make note for public record that the property owner had complied and had been in communication with staff of the City.

Emily Herr, Engineering, presented Right-of-Way Dedication along E 14th Street and N Dunn Street Associated with The Standard at Bloomington Development. See meeting packet for details.

Board Comments: Hollingsworth asked when the Dedication would take place. Herr answered that it will take place as soon as the Board approves and it is recorded.

Hollingsworth made a motion to approve the Right-of-Way Dedication along E 14th Street and N Dunn Street Associated with The Standard at Bloomington Development. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Neil Kopper, Engineering, presented Amendment # 2 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. See meeting packet for details.

Board Comments: none.

Hollingsworth made a motion to approve the Amendment # 2 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Roy Aten, Engineering, presented Change Orders #1 and #3 for the 7th Street Protected Bike Lane Project with Milestone Contractors. See meeting packet for details.

Board Comments: Hollingsworth asked if there would be an educational outreach to the community since this is a new project. Aten said there has been communication with all of the adjacent

NEW BUSINESS

**Right-of-Way Dedication
along E 14th Street and N
Dunn Street Associated with
The Standard at
Bloomington Development**

**Amendment # 2 to LPA-
Consulting Contract with
Lochmueller Group for the
17th Street (Monroe to
Grant) Multimodal
Improvements Project**

**Change Orders #1 and #3
for the 7th Street Protected
Bike Lane Project with
Milestone Contractors**

property owners and public service announcements. Kopper added now that construction is almost at completion, more people are noticing and paying attention to the changes.

Hollingsworth made a motion to approve Change Orders #1 and #3 for the 7th Street Protected Bike Lane Project with Milestone Contractors. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Matt Smethurst, Engineering, presented Change Orders #1 and #2 for the 17th and Dunn Intersection Improvements Project with E & B Paving, LLC. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Change Orders #1 and #2 for the 17th and Dunn Intersection Improvements Project with E & B Paving, LLC. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Harrell Fish, Inc. for HVAC Replacements & Improvements at John Waldron Arts Center. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Contract with Harrell Fish, Inc. for HVAC Replacements & Improvements at John Waldron Arts Center. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Supplement #1 to Contract with Ann Kriss, LLC for Flood Damage Repairs at BPD. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Supplement #1 to Contract with Ann Kriss, LLC for Flood Damage Repairs at BPD. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard

**Change Orders #1 and #2
for the 17th and Dunn
Intersection Improvements
Project with E & B Paving,
LLC.**

**Contract with Harrell Fish,
Inc. for HVAC
Replacements &
Improvements at John
Waldron Arts Center**

**Supplement #1 to Contract
with Ann Kriss, LLC for
Flood Damage Repairs at
BPD**

voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason reported that Sanitation is back to full operation with full recycling services added back as well. He thanked the community for being patient during the interruption in services.

Cox Deckard asked what the Traffic Building is, because of a payment entry on page 21 of the Claims register for flood damage. Wason explained the location and that it houses equipment and the paint truck. Hollingsworth asked if the payment for microchips was actually for the quantity of 800. Wason said it's possible, due to pricing, the Animal Shelter bought more than one year's worth of inventory.

Hollingsworth made a motion to approve claims in the amount of \$2,548,461.50. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Henke called for adjournment at 5:53 p.m.

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

ADJOURNMENT



Board of Public Works

Staff Report

Project/Event: Rose Hill Farm Stop Grand Opening

Petitioner/Representative: Salem Willard

Staff Representative: April Rosenberger

Meeting Date: October 26, 2021

Rose Hill Farm Stop located at 902 W. Kirkwood Avenue will be hosting their Grand Opening on Sunday, October 31, 2021 from 12 pm – 6 pm. The Grand Opening celebration will include a live band. Their event will be contained to their private parking lot. Adjacent property owners have been notified of the event.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Rose Hill Farm Shop Grand Opening		
Location of Event:	902 W Kinkwood Ave		
Date of Event:	Oct 31, 2021	Time of Event:	Start: 12pm End: 6pm
Calendar Day of Week:	Sunday		
Description of Event:	Grand opening for Rose Hill Farm shop		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, to Benefit:

Applicant Information

Name:	Salem Willard		
Organization:	Rose Farm Farm Shop	Title:	owner Board Secretary
Physical Address:	902 W Kinkwood Ave		
Email Address:	salemwillard@gmail.com	Phone Number:	746-226-4555
Signature:		Date:	10/12/21

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

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

GRAND OPENING PARTY!

MUSIC, FOOD AND MORE

Meet your new neighbors at the Rose Hill Farm Stop

Rose Hill

**FARM
STOP**

A farmer-owned market:

local veggies • bread • meat • café • free wifi

**SUN, OCT 31
12-6PM**

902 W KIRKWOOD AVE

ROSEHILLFARMSTOP.COM

**NEW
DATE!**



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

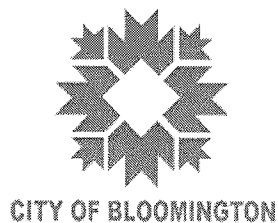
Staff Representative: April Rosenberger

Meeting Date: October 26, 2021

Event Date: November 26, 2021

Report: The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. Downtown Bloomington, Inc. is requesting that Kirkwood Avenue between College Avenue and Walnut Streets be closed on Friday, November 26th, to vehicular traffic and parking between 3:00 p.m. and 8:00 p.m. They also request 4 spaces along College for members of the Brass Band that will be performing. It is anticipated this event will attract 3000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music.



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:	Talisha Coppock		
Contact Phone:		Mobile Phone:	812.360.3681
Title/Position:	Executive Director		
Organization:	Downtown Bloomington Inc.		
Address:	302 S College Avenue		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.downtownbloomington.com tcoppock@downtownbloomington.com		
Org Phone No:	812.336.3681	812.349-2981	Fax No:

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

Organization Name:	City of Bloomington Parks and Recreation		
Address:	PO Box 100		
City, State, Zip:	Bloomington In 47402		
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Markeys Audio Visual		
Address:	302 South College Avenue		
City, State, Zip:	Bloomington IN 474-1		
E-Mail Address:	zstrabbing@markeys.com		
Phone Number:		Mobile Phone:	
Organization Name:	Shirley Douglas - Hot Chocolate and Cookies		
Address:			
City, State, Zip:			
E-Mail Address:	sed@bluemarble.net		
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade XX <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Friday November 26, 2021		
Time of Event:	Date: Nov 26	Start: 6 pm	Date Nov 26 End: 7:00 pm
Setup/Teardown time Needed	Date: Nov 26	Start: 3 pm	Date: Nov 26 End: 8:00 pm
Calendar Day of Week:	Friday		
Description of Event:	Downtown Holiday Lighting Ceremony - Brass Band, Santa, Speakers, People standing in street, Radio Station Van Light Canopy of Lights		
List of Street Closures (If applicable)	Kirkwood between College and Walnut.		
Expected Number of Participants:	3000?	Expected # of vehicles (Use of Parking Spaces to close): One Block Plus 4 along College by north of Kirkwood for Brass Band Elderly Members	

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

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

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

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

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

No parking Signs needed for Kirkwood between Calley Walnut

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

6.

CHECKLIST

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

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

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



DOWNBLO-01

LSLONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2021

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 ISU Insurance Services The May Agency 1327 North Walnut Street PO Box 1669 Bloomington, IN 47402	CONTACT NAME: Lisa Slone PHONE (A/C, No, Ext): (812) 353-6481 FAX (A/C, No): (812) 332-3646 E-MAIL ADDRESS: lslone@mayagency.com
	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Downtown Bloomington, Inc. dba Convention Ctr Mgmt. Co., Inc. 302 S. College Avenue Bloomington, IN 47403	NAIC # 15350

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A991102	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		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)
2021 Canopy of Lights Policy encompasses set up, actual event, and take down

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington P.O. Box 100 Bloomington, IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DOWNBLO-01

LSLONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2021

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 ISU Insurance Services The May Agency 1327 North Walnut Street PO Box 1669 Bloomington, IN 47402	CONTACT NAME: Lisa Slone PHONE (A/C, No, Ext): (812) 353-6481 FAX (A/C, No): (812) 332-3646 E-MAIL ADDRESS: lslone@mayagency.com
	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Downtown Bloomington, Inc. dba Convention Ctr Mgmt. Co., Inc. 302 S. College Avenue Bloomington, IN 47403	NAIC # 15350

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.

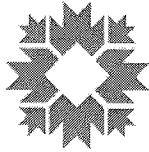
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A991102	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		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)
2021 Canopy of Lights Policy encompasses set up, actual event, and take down

CERTIFICATE HOLDER

CANCELLATION

City Of Bloomington Parks & Rec 349 S. Walnut Bloomington, IN 47401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Canopy of Lights Downtown Holiday Lighting Ceremony		
Location of Event:	Southside Courthouse Square Kirkwood		
Date of Event:	November 26	Time of Event:	Start: 6 pm
Calendar Day of Week:	Friday		End: 7 pm
Description of Event:	Bloomington Brass Band and Speakers		
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: Free public event	

Applicant Information

Name:	Talisha Coppock		
Organization:	Downtown Bloomington Inc.	Title:	
Physical Address:	302 South College Avenue		
Email Address:	tcoppock@downtownbloomington.com	Phone Number:	812.360.3681
Signature:		Date:	Oct 7

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

_____ Dana Henke, President	_____ Beth H. Hollingsworth, Vice-President
_____ Date	_____ Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: Canopy of Lights Downtown Holiday Lighting

Ceremony _____

Number of expected attendees: 3000

Number of food vendors: 1

Number of other vendors: 1

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Canopy of Lights Downtown Holiday Lighting Ceremony.

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

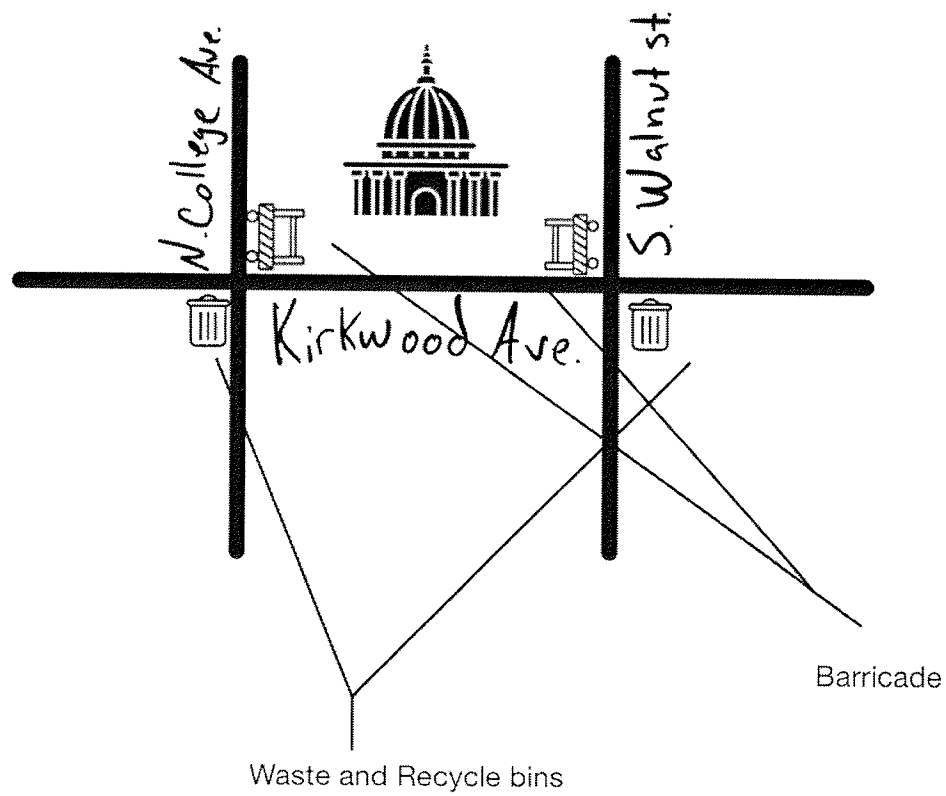
The proposal for Canopy of Lights Downtown Holiday Lighting Ceremony will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

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



- Close Kirkwood between College Ave. and Walnut St.
- "No Parking" signs required for Kirkwood between College Ave. and Walnut St. and 4 extra "no parking" for elderly accessibility on College Ave. East side, North of Kirkwood.
- Intersections will not be blocked for traffic at College Ave. and Walnut St.
- Place barricades inside each.

For City Of Bloomington Use Only

Date Received:	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police	10/19/2021	Scott Oldham
	Bloomington Fire	10/20/2021	Tim
	Economic & Sustainable Development	10/20/2021	Marnina
	Engineering	10/20/2021	Emily
	Office of The Mayor	10/19/2021	MCC
	Parking Enforcement	10/19/2021	RayeAnn
	Transit	10/20/2021	Zac

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-55**

Canopy of Lights

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

WHEREAS, Downtown Bloomington, Inc., (hereinafter "Sponsor") is desirous of closing Kirkwood Avenue to traffic and parking between Walnut Street and College Avenue for activities in conjunction with the Canopy of Lights on the downtown square; and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by the City of Bloomington Engineering and/or Bloomington Police Department and to incur the complete cost; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 3:00 p.m. until 8:00 p.m., Friday, November 26, 2021, and for the general public to occupy the streets, Friday, November 26, 2021 from 6:00 p.m. until 7:00 p.m. while watching the entertainment and lighting of the downtown square.
2. The City of Bloomington will provide and set up jersey style water filled barricades at or around 3:00 p.m. on November 26, 2021. Jersey style water filled barricades water barriers will be removed as part of clean-up.
3. The stage for this event will be placed in four parking spaces on the south side of Kirkwood and will be removed by 9:00 a.m. on Saturday, November 27, 2021.
4. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate
5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.

RESOLUTION 2021-55

6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 8:00 p.m., Friday, November 26, 2021. Clean-up shall include removal of any temporary “no parking” signage.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
9. That in consideration for the use of the City’s property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 26th DAY OF OCTOBER, 2021.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Kyla Cox Deckard, Secretary

Position

RESOLUTION 2021-55



Board of Public Works Staff Report

Project/Event: Krampus Parade and Festival

Petitioner/Representative: Kel McBride – Director, Krampus Legend and Arts Workshop

Staff Representative: April Rosenberger

Meeting Date: October 26, 2021

Event Date: December 4, 2021

This request is for street closures and use of Showers Commons for Krampus Parade and Festival on Saturday, December 4, 2021. There will be an outdoor festival in the Showers Commons lot, and a parade on Madison starting at 11th Street, continuing to 10th Street, turning west on 10th Street, and continuing through the CFC Parking Lot into the Showers Commons. The staging area for the parade will be the north/south alley between The Mill off of 10th Street. The event will run from 5:00 p.m. until 8:00, with street closings beginning at 3:30 p.m. and clean up completed by 9:00 p.m.

Attached are maps detailing road closures and waste management plan

Krampus will notify and is working with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and has notified residents and businesses in the surrounding area.



SPECIAL EVENT APPLICATION **NORTH ROUTE**

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:	Kel McBride		
Contact Phone:		Mobile Phone:	812.322.3754
Title/Position:	Director		
Organization:	Krampus Legend and Arts Workshop		
Address:	7757 E. Southshore Dr		
City, State, Zip:	Unionville, IN 47468		
Contact E-Mail Address:	kelly.e.mcbride@gmail.com		
Organization E-Mail and URL:	NA		
Org Phone No:	NA	Fax No:	NA

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

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

We anticipate four to five food trucks, and a partnership with a local brewery.

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Dec, 4, 2021	
Time of Event:	Date: 12/4/21 Start: 5:00pm Date: 12/4/21 End: 8:00pm	
Setup/Teardown time Needed	Date: 12/4/21 Start: 3:30pm Date: 12/4/21 End: 9:00pm	
Calendar Day of Week:	Saturday	
Description of Event:	1:45pm Arrive at Banneker Center 3:30 Showers Commons Closes 4:00 Streets Close 5:00 Bazaar Opens 6:00 Parade Begins 6:30 Parade Ends 8:00 Bazaar Closes 9:00 Showers Commons Opens 10:15 Leave Banneker Center For greater detail please see "Timeline" and "Site Map" (attached)	
List of Street Closures (If applicable)	Madison St between 11 th St and 8 th St	
Expected Number of Participants:	100 Volunteers 4,000-6,000 Guests	Expected # of vehicles (Use of Parking Spaces to close): No metered spots other than within Showers Commons

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

✓	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize <p>(Attached: "2021 Krampus Map North Route")</p>
✓	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Attached "Neighbor Letter 2021 Krampus North Route")
N/A	<p>Using a City park or trail? Parks & Recreation Department Approved Special Use Permit</p> <p><input checked="" type="checkbox"/> Not applicable</p>
✓	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event. Will submit once issued.
✓	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	<p>Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable</p> <p>Submitted.</p>
✓	Noise Permit application (Attached: "Noise Permit 2021 Krampus North Route")
✓	Waste and Recycling Plan if more than 100 participates (Attached: "Waste Recycling Plan 2019 Krampus North Route")

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

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

✓	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize (Attached: “2021 Krampus Map North Route”)
✓	<p>Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Attached “Neighbor Letter 2021 Krampus North Route”)</p>
N/A	<p>Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable</p>
✓	<p>A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
✓	<p>For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments</p>
✓	<p>Noise Permit application (Attached: “Noise Permit 2021 Krampus North Route”)</p>
<input type="checkbox"/>	<p>Beer & Wine Permit If participating, BBC & Friendly Beast Cider Company will use a craft brewery event permit.</p>
✓	<p>Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event. Will submit once issued.</p>
<input type="checkbox"/>	<p>For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)</p>
✓	<p>If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)</p>
✓	<p>Waste and Recycling Plan if more than 100 participates (Attached: “Waste Recycling Plan 2019 Krampus North Route”)</p>

6. CHECKLIST	
✓	Determine what type of Event
✓	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 We have been unable to find this document <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)
TBD	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park) <input checked="" type="checkbox"/> Not applicable
✓	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

For City Of Bloomington Use Only

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

2021 KRAMPUS BASIC TIMELINE CITY

FRIDAY, DECEMBER 3rd

JERSEY BARRIER STAGING – if applicable

SATURDAY, DECEMBER 4th

- 1:45 ARRIVE AT LAIR (BANNEKER COMMUNITY CENTER)
- 3:30 SHOWERS COMMONS CLOSES
FOOD TRUCKS ARRIVE AT SHOWERS COMMONS
- 3:45 BARRICADE KREWE: SET OUT PARADE BARRIERS
(ALONG THE STREET, WITHIN THE ROAD VERGE)
- 4:00 STREETS CLOSE
JERSEY BARRICADES ARE FILLED
Ideally earlier but with enough time to allow food trucks access to Showers Commons.
BARRICADE KREWE: PLACE PARADE BARRIERS (IN THE STREET)
TRASH & RECYCLING KREWE: PLACE BINS
- 4:30 PRIVATE SECURITY IN BAZAAR & AT THE LAIR SHIFTS BEGIN
- 5:00 BAZAAR OPENS IN SHOWERS COMMONS
- 5:45 LAW ENFORCEMENT OFFICERS SHIFTS BEGIN
PARADE KREWE AT STAGING START
CONVENTION CENTER, N/E CORNER OF PARKING LOT
- 6:00 PARADE BEGINS: 11th ST & MORTON ST
- 6:30 PARADE ENDS: SHOWERS COMMONS, NORTH ENTRANCE
BARRICADE KREWE: MOVE BARRICADES FROM THE STREET
- 6:45 LAW ENFORCEMENT OFFICERS SHIFTS DONE
- 7:00 STREET OPENS (MADISON BETWEEN 11th ST AND 10th ST)
BARRICADE KREWE: PICK UP BARRICADES STREETSIDE

8:00 BAZAAR IN SHOWERS COMMONS CLOSES
 TYPE III BARRICADES PICKED UP BY MASTER RENTAL
 BAZAAR KREWE: TEAR DOWN OF BAZAAR
 CLEAN UP TRASH & RECYCLING

8:30 SHOWERS COMMONS OPENS
 STREET OPENS (MADISON FROM 10TH TO 8TH)

8:45 PRIVATE SECURITY: IN BAZAAR & AT THE LAIR SHIFTS END

10:00 LAIR AT BANNEKER COMMUNITY CENTER CLEAN & LOCKED

SUNDAY, DECEMBER 5TH

2:00 POWER BARRICADE KREWE: PICK UP ALL REMAINING BARRIERS

2:00 POWER WALK THRU KREWE: CLEAN UP ANY REMAINING TRASH

2:00 POWER SIGN KREWE: REMOVE ALL "NO PARKING" SIGNS AND PULL
 UP ALL YARD SIGNS IN TOWN

Hello All,

The Krampus Rampage and Bazaar night is fast approaching along with the chill in the air. This year we plan to head down the streets on **Saturday, December 4th** at 6 pm.

The route is the same as 2019 (Attachment: "2021 Krampus Map for City"). Please note that the parade route is on the streets and the **Bazaar is contained within Showers Commons**.

We are requesting two Law Enforcement Officers to handle the rolling intersection closures from **5:45p to 6:45p** (Attachment: 2021 Krampus Basic Timeline City). Private security will be hired to provide all general event security.

A pair of Law Enforcement Officers are requested for the intersection at 10th St and Madison St.

We request that no other police cars be adjacent the route.

These intersections will be hard closures.

11th St and Madison St

8th St and the B-line

Morton St and Showers Commons Entrance

We do hope to continue working with BPD. Your crew knows the event, works well with us and is highly respected in the community.

Please clearly inform me of any needed changes, we will have a walkthrough of the approved plan (a week before **and the night before**), and no plan changes will occur after Board of Public Works approval, with exception of unexpected emergencies (disasters, extreme weather, etc.).

Let me know what questions you might have or any needed changes, and thanks again.

RAWR!

Kel McBride

When possible, due to medical issues, I prefer email communication over phone calls. Thank you.



Hello Neighbors,

The **Krampus Legend and Arts Workshop (KLAW)** is proud to welcome the Bloomington Krampus back to the Near West Side and downtown area for their tenth annual visit. On **Saturday, December 4th, from 5:00-8:00pm**, festivities will be held on Madison Street between 11th & 8th Street and at the Showers Commons. Easy Access Parking for guests with disabilities or other challenges will be along 8th Street between Rogers and Showers Commons. 10th Street will be blocked between Morton Street and Rogers Street.

We understand how much of a disruption it can be to some of our neighbors and neighborhood businesses, so **we thank you** in advance for the tolerance you can offer as our event "roars" through the area. Anticipate increased traffic, street closures, and parking needs similar to that of the Farmer's Market.

The volunteers of KLAW strive to create a positive, safe, and fun event for all. The organization provides hired security, including off-duty officers, to legally close the street and a clean-up crew to ensure that we leave our neighborhood in a tidy manner.

If you have any concerns or suggestions for the future **please feel free to contact us** at kelly.e.mcbride@gmail.com we want to be good neighbors – and we are; the KLAW organization includes many long term Near West Side homeowners.

We hope you can join us for the festivities, be ye Naughty or Nice!

An Inside Look: Krampus Rampage and Bazaar

https://www.youtube.com/watch?v=PJP9vdGZpaM&fbclid=IwAR0cqTQFaAn7iZBr2RUY4pk3mVspfY4BYSkPfhMsl971nJyW0d_JVNpKoPo

Here Be Monsters: Krampus Ready to Rampage through Bloomington

https://www.hoosiertimes.com/herald_times_online/news/local/here-be-monsters-krampus-ready-to-rampage-through-bloomington/article_9949d5f5-bda5-5718-9f82-e13f14f094ca.html



NOTICE OF PUBLIC HEARING

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the Krampus and Arts Workshop.

The Board of Public Works meeting to hear this request will be **10/26/2021 at 5:30 p.m.** Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for Krampus Rampage and Bazzar will be on file and may be examined in the Public Works office on the Friday **10/22/2021** prior to the Tuesday 10/26/2021 meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Kel McBride, Krampus Legend and Arts Workshop
DATE: 10.01.2021

Krampus Night Waste and Recycling Management Plan

Event name: Krampus Rampage and Bazaar
Number of expected attendees: 4,000-6,000
Number of food vendors: 5 TBD
Number of other vendors: 1 merchandise by KLAW

Designated waste and recycling manager: Kel McBride

Event map: See "Site Map 2021 North Route" Green stars
Promoted via illumination and Facebook education of our guests

Targeted waste:

Type of waste	Collection plan
Candy Wrappers	Trash Collection by Volunteer
Mixed paper	Recycling in on-site, designated bins staffed by volunteers
Plastic bottles	Recycling in on-site, designated bins staffed by volunteers

Collection and hauling system: Volunteers will collect the night of and will examine and separate all materials the next day. The Facebook event page and a few posts will include information about trash and recycling – as we encourage everyone to "be nice".

Vendor and volunteer education and training: Volunteers will be informed via crew communications, FB posts, and meeting announcements. Vendors will use paper-based and plastic bottle materials.

Materials and supplies: Trash cans and bags.

Designation of duties: Our designated waste and recycling manager will work with a team of 3 volunteers to ensure compliance. All staff will be trained to pick up trash as they see it.

For City Of Bloomington Use Only

Date Received:	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police	10/19/2021	Scott Oldham
	Bloomington Fire	10/12/2021	Tim Clapp
	Economic & Sustainable Development	10/20/2021	Marnina
	Engineering		
	Office of The Mayor		
	Parking Enforcement	10/19/2021	RayeAnn
	Transit	10/20/2021	Zac
	Street Department	10/20/2021	Joe



NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Krampus Rampage and Bazaar			
Location of Event:	Showers Commons and Madion St from 11th St to 8th St			
Date of Event:	December 4, 2021	Time of Event:	Start: 5pm	
Calendar Day of Week:			End: 8 pm	
Description of Event:	Bazaar offers activities (arts and crafts, sack races, photo cut outs, chalk art, guantlet of Krampus), merchandise booth, and educational displays. The Parade includes over 40 performers promoting the consequences of good and bad behavior.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, to Benefit:	

Applicant Information

Name:	Kel McBride		
Organization:	Krampus Legend and Arts Workshop	Title:	Director
Physical Address:	7757 E Southshore Dr, Unionville, IN 47468		
Email Address:	Kelly.E.McBride@gmail.com	Phone Number:	812.322.3754
Signature:	Kelly E. McBride	Date:	10.01.2021

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

Dana Henke, President

Date

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-56**

KRAMPUS PARADE AND FESTIVAL

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

WHEREAS, Kel McBride, Director of Krampus Legend and Arts Workshop, hereafter “Krampus” would like to have the City close the following City streets: Madison Street from 11th Street to 10th Street, 10th Street east of the City’s north surface parking lot to just west of the north/south alley, 8th Street from the B-line to Morton Street, and Showers Commons from 3:30 p.m. until 9:00 p.m. on Saturday, December 4, 2021, in order to conduct a Special Event: Krampus Parade and Festival.

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

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

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

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct Krampus Parade: Madison Street from 11th Street to 10th Street, 10th Street east of the City’s north surface parking lot to just west of the north/south alley, 8th Street from the B-line to Morton Street and Showers Commons as indicated on the attached Krampus Map.
2. Krampus shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Krampus shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Krampus shall obtain, and place at Krampus’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Krampus shall not close the streets until 3:30 p.m. on Saturday, December 4, 2021 and shall remove barricades and signage by 9:00 p.m. on Saturday, December 4, 2021. The Event will run from 5:00 p.m. until 8:00 p.m.
4. Krampus shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Krampus shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 9 p.m. on Saturday, December 4, 2021.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Krampus.
8. Krampus shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Krampus shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Krampus, a copy of which Krampus agrees to submit to the City at least thirty (30) days prior to the beginning of the Krampus.
10. In the event Krampus allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

11. Krampus, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

ADOPTED THIS 26th DAY OF OCTOBER, 2021.

BOARD OF PUBLIC WORKS:

Kel McBride, KRAMPUS

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Title



Board of Public Works Staff Report

Project/Event: Holiday Market

Petitioner/Representative: Bloomington Parks and Recreation Dept.

Staff Representative: April Rosenberger

Meeting Date: October 26, 2021

Event Date: Saturday, November 27, 2021

Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season.

The Holiday Market will have arts and fine crafts vendors in City Hall. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the 10 am – 3 pm timeframe.

The Holiday Market will be held on Saturday, November 27, 2021, and is requesting use of the North Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between the entrance of the Showers Parking Lot and W. 8th Street from 6:00 AM to 6:00 PM. They are also requesting a Noise Permit.



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:	Crystal Ritter		
Contact Phone:	812.349.3962	Mobile Phone:	720.260.0176
Title/Position:	Community Events Coordinator		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N. Morton St., Suite 250		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	ritterc@bloomington.in.gov		
Organization E-Mail and URL:	https://bloomington.in.gov/parks		
Org Phone No:	812.349.3700	Fax No:	812.349.3705

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

Organization Name:	List of Prepared Food Vendors can be found at: https://bloomington.in.gov/farmers-market/vendors		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	
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3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday, November 27, 2021	
Time of Event:	Date: 11/27/2021 Start: 10:00 a.m. Date: 11/27/2021 End: 3:00 p.m.	
Setup/Teardown time Needed	Date: 11/27/2021 Start: 6:00 a.m. Date: 11/27/2021 End: 6:00 p.m.	
Calendar Day of Week:	Saturday	
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have arts and fine crafts vendors in City Hall. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10 a.m.-3 p.m. timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area.</p>	
List of Street Closures (If applicable)	Morton Street between 8 th Street and 8 th Street or the entrance to the Bloomington City Hall parking lot.	
Expected Number of Participants:	8,000	Expected # of vehicles (Use of Parking Spaces to close): 8-10 and City Hall Parking lot

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

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

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

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

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

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

6. CHECKLIST

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

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

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Crystal Ritter			
Location of Event:	Bloomington's City Hall and Showers Plaza			
Date of Event:	11/27/2021	Time of Event:	Start: 10:00 a.m.	
Calendar Day of Week:	Saturday		End: 3:00 p.m.	
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have arts and fine crafts vendors in City Hall. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area.</p>			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, to Benefit:			

Applicant Information

Name:	Crystal Ritter		
Organization:	Bloomington Parks and Recreation	Title:	Community Events Coordinator
Physical Address:	401 N. Morton St., Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3962
Signature:		Date:	9/10/2021

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

Dana Henke, President

Date

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: Holiday Market
Number of expected attendees: 8,000
Number of food vendors: 7
Number of other vendors: 65-75

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
Trash	9 cans in addition to the permanent ones on Showers Plaza and the B-Line Trail
Recycling	9 ClearStream recycling containers will be used in addition to the 3 recycling containers maintained by Parks and Recreation on the B-Line Trail.
Food Waste from Chestnuts, paper bags, paper plates from cookie decorating	Compost will taken home by Farm vendors to compost.

*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: Temporary trash cans and ClearStream recycling containers owned by the Bloomington Community Farmers' Market will be used.

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.

Dear Business or Property Owner,

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Parks and Recreation's 19th Annual Holiday Market. The Holiday Market is an annual holiday celebration that celebrates the end of season for the Bloomington Community Farmers' Market and the start of the holiday season. The event includes arts and fine crafts vendors in City Hall, farm vendors, local product vendors, holiday games, entertainment and more.

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

The proposal for Bloomington Parks and Recreation's 19th Annual Holiday Market will be on file and may be examined in the Public Works office on _____ prior to the _____.

If you have questions about the Holiday Market, please feel free to reach out to me at 812.349.3962.

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

Sincerely,



Crystal Ritter
City of Bloomington
Parks and Recreation
ritterc@bloomington.in.gov
(812)349-3962

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: City of Bloomington Parks and Recreation

DATE:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3410 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

2021 Holiday Market– Saturday, November 27th 10:00 a.m. to 3:00 p.m.



Type 3 Barricade with Road Closed Sign age City Vehicle Parks Mobile Stage 34'x16' 10x10 pop-up tent Water filled barricades

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-59**

HOLIDAY MARKET

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

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Bloomington Parks and Recreation Department; and

WHEREAS, Bloomington Parks and Recreation Department is desirous of using City property which includes North Showers Parking Lot, Showers Common, Showers Plaza, North Morton Street between the Entrance of the Showers Parking Lot & West 8th Street, to sponsor the Holiday Market, on Saturday, November 27, 2021, which is scheduled for 10:00 a.m. through 3:00 p.m.; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. North Morton Street will be closed between the Showers Parking Lot Entrance and West 8th Street beginning at 6:00 a.m. on November 27, 2021, until 6:00 p.m. on November 27, 2021.
2. Bloomington Parks and Recreation Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Bloomington Parks and Recreation Department shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Parks and Rec shall obtain and place any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Parks and Recreation Department shall not close the streets until 6:00 a.m. on Saturday, the 27th day of November, 2021 and to remove barricades and signage by 6:00 p.m. on Saturday, the 27th day of November, 2021
4. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, November 27, 2021.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

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

6. Bloomington Parks and Recreation Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 26th DAY OF OCTOBER, 2021.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ATTEST:

Crystal Ritter
Parks and Recreation Department

Date



Board of Public Works Staff Report

Project/Event: Application for Renewal of Shared-Use Motorized Scooter Operator License

Petitioner/Representative: Bird Rides, Inc.

Staff Representative: Marnina Patrick

Meeting Date: October 26, 2021

Report: Bird Rides, Inc. has been operating a shared-use motorized scooter business in Bloomington since September, 2018. When the City instituted a licensing process in Fall, 2019, Bird applied for, and successfully received a one-year license. That license was renewed for one year in November of 2020. This application is for a renewal of that license by the Board of Public Works.

City Legal has reviewed the application and finds that it responds to the City's requirements. The application does not substantively differ from the one that was approved last year.

Staff is supportive of the request.

Marnina Patrick



2021 BIRD Safety/Educational Event After Action Reports



Event #1

Date and Time: Wednesday, April 28th 2021 at 11AM and 3PM

Location: Virtual Event Hosted via Zoom (also available on Facebook Live)

Goods Distributed: \$5 ride credits and information on free BIRD helmets

Summary of Event:

In April 2021, in partnership with the City of Bloomington, BIRD spearheaded a Virtual Scooter Safety Town Hall where we'd be able to connect with local Bloomington residents and educate them on our product offerings, as well as on safe riding and parking techniques. We were also able to distribute information on our *Community Pricing* program which offers 50% off to senior citizens, veterans, and individuals participating in a state or federal assistance program.

Because this event was virtual, we weren't able to distribute helmets in-person, but attendees were made aware of our [free helmet program](#) via the Bird App.

Some other safety topics discussed during the event were:

- Parking out of the public right of way (not blocking sidewalks, ramps, doorways, etc.)
- Riding in the street and a bike lane where available rather than the sidewalk
- One person per Bird; no-double riding
- Wearing a helmet



Bloomington + Bird

- Our mission is to make cities more livable by reducing car usage, traffic, and carbon emissions.
- Bird created the shared scooter industry in 2017 and we've operated in Bloomington since September 2018.
- Bloomington riders have replaced more than **130,000 car miles and avoided 41 metric tons of CO₂**.
- Bird's **Community Pricing** program offers 50% off to senior citizens, veterans, and individuals participating in a state or federal assistance program. We also offer **free rides for healthcare workers**.

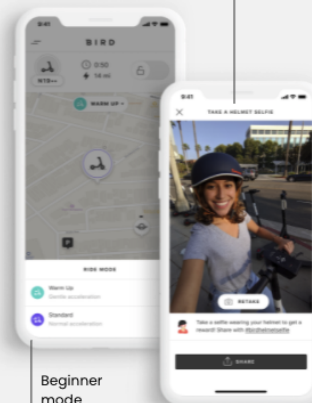


Bird offers **free helmets** to all active riders. Just cover shipping. Available in the "Safety" section of the Bird app or at birdhelmets.myshopify.com.

Bird + Bloomington | 4.28.21 | Promo code **BLOOMSAFE** for \$5 ride credit

Bird highlights

Helmet selfie



Beginner mode



Bird **offset all greenhouse gas emissions** associated with our shared scooter service in 2020. This includes emissions from collecting, recharging, rebalancing, manufacturing, shipping and recycling.

Event #2

Date and Time: Saturday, September 18th 2021 from 10AM-2PM

Location: Sample Gates - Bloomington, Indiana

Helmets Distributed: 100

Other good distributed: Bird fanny packs, stickers, and promo codes

Summary of Event:

Directly outside of the Sample Gates on Indiana Avenue, we hosted an educational Bird Safety Event and discussed safe riding and parking techniques with both Bloomington residents, as well as Indiana University students and parents.

The population size reached during this event was well over 500+ people, most of whom had ridden a Bird before and others who just wanted to learn more about the program. We were able to distribute **100 helmets** to riders around town and others who were not able to take home a helmet were made aware of our [free helmet program](#) via the Bird App.

The most frequent topics discussed with residents were:

- Parking out of the public right of way (not blocking sidewalks, ramps, doorways, etc.)
- Riding in the street and a bike lane where available rather than the sidewalk
- Indiana University's parking policy (mandatory bike rack parking)
- Wearing a helmet





Bloomington

Board of Public Works

Shared-Use Motorized Scooter Operator License Application





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To The Bloomington Board of Public Works:

Thank you for reviewing Bird's application to be a Shared-Use Motorized Scooter Operator in Bloomington. We are grateful to be included in the selection process, and eager to continue providing sustainable first and last mile transportation options for your residents, students, and visitors.

Since we began serving the City in 2018, nearly 30,000 Bloomington residents and visitors (on average 288 unique riders per day) have taken more than 225,000 rides on Birds. That's more than 184,000 miles traveled.

Guided by the rules and regulations set forth by Ordinance 19-09, we would like to lay out the principles that will guide our service in Bloomington. During our future operations in Bloomington, we commit to:

- Work in close coordination with Bloomington's Administration, Council, and community on all aspects of this e-scooter sharing program.
- Abide by all rules and regulations set forth by the City during this program.
- Respect the City's local control, regulation, and management of the public right of way.
- Continue and further strengthen our close relationship with Indiana University.

We look forward to building on our relationship with Bloomington and demonstrating our growth as a company.



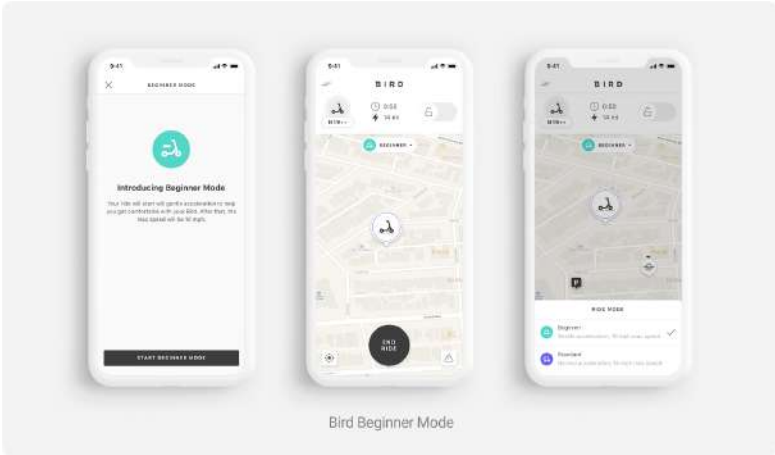
The Bird Difference

Founded in 2017, Bird provides accessible, affordable, and convenient electric micro-mobility vehicles to cities around the world. Our electric vehicles complement existing transportation infrastructure, and reduce traffic and congestion.

Bird's micro-mobility vehicles are ideal for the first and last mile between public transportation and a rider's final destination, whether it be home, work, class, or out for leisure. We were the first company in the world to obtain a permit to operate a shared e-scooter service. Since launching our operations, we have continuously refined how people move around the world. To date, more than 70 million Bird rides have taken place in over 300 cities and universities globally.

Bird was the only transportation company to receive the 2018 Global Sustainable Development Goal Award for breaking down barriers and integrating profit with purpose. In April 2019, we released a comprehensive safety report where our findings highlighted that cities with strong existing bike infrastructure and a commitment to replacing car trips, much like Bloomington, enjoy safer streets after implementing a scooter sharing program. These and other initiatives showcase our commitment to the safety of the riders and communities we serve.

Bird offers each of the following things to the City at no cost:

Safest vehicle track record in the industry	<p>Bird has a track record of more than 100 million rides with a reported injury rate at a fraction of 1%. Bird's custom-built scooters, designed and developed in California by our expert vehicle engineering team, have not been subject to any recalls or reports of breakage while riding, or operating system hacks that have plagued other operators.</p>
Responsible and safe operations	<p>Bird has and will always put the safety of vulnerable road users first. Our Beginner Mode softens scooter acceleration, allowing riders to slowly progress to full speed while receiving additional education. Valuable community feedback from survey data inspired Beginner; nearly 75% of e-scooter riders sought a slower tutorial option. To prevent impaired riding, Safe Start requires passing cognitive quizzes to unlock e-scooters. We will distribute free helmets in Bloomington at community events, in partnership with local businesses and institutions like IU, and through promotions in our app.</p>  <p style="text-align: center;">Bird Beginner Mode</p>
Professional local fleet team	<p>Our fleet team has a proven record of success in adjusting operations to deal with inclement weather as well as major events in cities. Further, our team has a multitude of ways for officials and customers to reach us both day and night.</p>
Robust rebalancing	<p>Our local street team re-balances vehicles multiple times throughout the day to best meet the transportation needs of residents and visitors. In addition, we use machine learning to predict where clustering (the build up of large numbers of vehicles) is likely to occur and deploy a team to the area in advance of vehicle clustering.</p>
Sustainability	<p>We are committed to using only low-to-zero emission vehicles for charging and maintenance. Our vehicles last longer than any others on the market. On average, the lifespan of many of our vehicles is 18-36 months with proper maintenance. We expect that our latest models will last even longer.</p>
Complement and increase public transit use	<p>In an effort to increase adoption and usage of public transportation, Bird provides last-mile access to transit, expands catchment areas, and effectively partners with transit providers to make multimodal travel more seamless, such as through trip planning integration and incentivized station parking.</p>
Accessible and equitable	<p>To guarantee eligible Bloomington residents a reliable commute option and greater access to opportunity overall, we've designed our Bird Community Pricing plan to be the most inclusive micro-mobility discount program available. It provides the following eligible riders with 50% off our standard unlock and per minute fee: low-income residents; senior citizens; students with Pell Grants; and employees of pre-approved community-based organizations and nonprofits. To sign up, riders email proof of eligibility to access@bird.co. Approval takes approximately two to three business days.</p>



Bloomington and Bird: progressing together

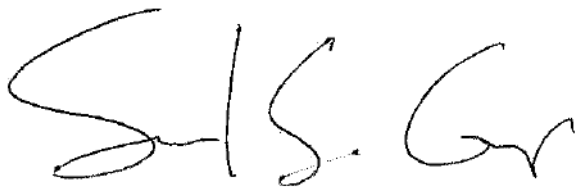
While the shift to micro-mobility solutions comes with growing pains, the outcome is incredible - on average, 30% of Bird rides are trips that would have otherwise been taken by car. We will continue to provide Birds that are safe, affordable, equitably distributed, and accessible for riders of all abilities. We will put specific emphasis on ensuring economically disadvantaged neighborhoods (and groups such as students on budgets) are aware of Bird's low-income plans. We will also hold events to teach Bloomington riders how to safely Bird, and how to keep the public right of way accessible for everyone.

In addition to the best dockless e-scooter partner, Bloomington deserves the best possible e-scooter product. **Bird vehicles are the safest on the market**; you can tell from our safety record, which stands apart from other operators. Other e-scooter companies have recalled vehicles for issues that we have never had. The reason for this comes down to the way our vehicles are built and tested. We design and test our vehicles in-house to make sure that safety stays at the forefront of every product we make. Bird's vehicles, electrical systems, and batteries comply with stringent U.S. and international safety standards, and have received globally recognized safety certifications.

Bird has always put the safety of vulnerable road users first. Bird has distributed more than 80,000 free helmets in cities around the world, and we will continue to distribute helmets in Bloomington both through local partnerships and through our in-app helmet request feature.

Thank you again for the opportunity to continue serving Bloomington. We hope to partner with you to prove that e-scooters can help make Bloomington more sustainable, mobile, and livable.

Respectfully submitted,



Samuel S. Cooper
Director, Government Partnerships



1. Application and License Information

Bird agrees not to operate as a shared-used motorized scooter operator in the City of Bloomington without first obtaining a license from the Board of Public Works.

2. Applicant Information

Name of Company	Bird Rides, Inc.
Address of Company	406 Broadway #369
City, State, Zip	Santa Monica, CA 90401
Phone Number	1-866-205-2442
Website	www.bird.co
Email	hello@bird.co
Social Media Website	Twitter: @BirdRide Instagram: @Bird https://www.bird.co/bloomington

3. Company Information (complete duplicate fields only if different from above)

Name of Company:	
Address of Company:	
City, State, Zip:	
Phone Number:	
Website:	
Email	
Social Media Website	
Addresses/Handles:	
Company is a(n):	<input type="checkbox"/> LLC <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other

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

Date of Incorporation or Organization:	04-27-2017
State of Incorporation or Organization:	Delaware
(If not Indiana) Date qualified to transact business in the State of Indiana:	6/21/2018
Employer Identification Number	821399939



5. Prior licenses

Have you had a similar license, either from the City of Bloomington or a different municipality, revoked?

☒ Yes ☐ No

If Yes, provide details:

Bird has a tremendous track record with cities in which it has been granted a permit. Bird has never had a permit revoked with the exception of the following:

The only instance where it could be construed that Bird's permit was revoked is with the City of Charlottesville, VA. Bird was granted permission to operate in Charlottesville as part of their pilot program in January 2019. Bird removed its vehicles from Charlottesville in mid-June 2019 to replace its older units with updated models. In August 2019, the City revoked Bird's ability to participate in the pilot program through its conclusion in December 2019. The City of Charlottesville invited Bird to re-apply to its permanent dockless program once enacted.

6. Descriptions, Pricing, and Service

A. Please provide the following information with regard to every type of scooter you may deploy within the City of Bloomington.

Scooter Make	Scooter Model	Color
Bird	Bird One	Black and White
Bird	Bird Three	Silver and Blue

B. Indicate a schedule of rates and charges you will charge to users (if necessary, attach additional documents):

Pricing is clearly communicated to riders via the app. Riders can view pricing for their current location under the app's "Payments" tab.

Any updates to the pricing structure are formally communicated to riders before their next ride through a push notification or banner. Riders get a receipt that displays the final ride price at the end of each trip. This information is also available in their ride history.

Bird offers the following pricing plans in Bloomington:

Plan	Schedule of rates
Standard	\$1 to unlock, plus \$0.39-\$0.49 per minute based on demand, utilization, and additional city fees and charges.
Bird Community Pricing	50% off our standard unlock and per minute fee for low-income residents; senior citizens; students with Pell Grants; and employees of pre-approved community-based organizations and nonprofits.
Red, White and Bird (for active-duty U.S. Service Members and veterans)	\$1 unlock fee waived; \$0.39 per minute.
Semester membership	A subscription plan that provides a 10% usage-based discount to Indiana University-Bloomington students.



Bird Community Pricing

Bird Community Pricing is designed to be the most inclusive micro-mobility discount program. It provides the following eligible riders with 50% off our standard unlock and per minute fee: low-income residents; senior citizens; students with Pell Grants; and employees of pre-approved community-based organizations and nonprofits. To sign up, riders email proof of eligibility, to access@bird.co. Anyone currently enrolled in or eligible for a city, state, or federal assistance program (including, but not limited to, Medicaid, SNAP/LINK, discounted utility bills, discounted bus passes, etc.) would qualify. Approval takes approximately two to three business days.

Bird will work with the City and community organizations to identify additional appropriate qualification indicators for Bird Community Pricing.

Red, White, and Bird

Bird will offer our Red, White, and Bird program in Bloomington. Designed to increase the accessibility of our service to U.S. military members and veterans, the program will allow eligible riders to unlock and ride Birds without the initial \$1 base fee every time they ride.

To enroll, eligible riders will be required to email their U.S. military identification or proof of military service, along with their full name and phone number to one@bird.co. Approval will take approximately two to three business days.

Semester Membership

We will offer a subscription plan (or pre-load) that will provide a 10% usage-based discount to Indiana University-Bloomington students. We offer a number of benefits associated with usage and membership. Some examples include:

- Discounts based on the number of trips purchased.
- Discounted or free rides based on the neighborhood where the ride begins, providing promotional opportunities specific to the Bloomington community.
- Promotions from integrated local businesses and community organizations that serve the Bloomington community.
- Multi-modal payment system discounts, such as discounts for using as a last-mile solution for transit.

Annual Memberships: Bird Rentals

Helping the community

For qualifying Indiana University-Bloomington students, faculty, and staff, we will offer the above Bird Access plan that provides the first 50 rides up to 30 minutes per month free of charge.

Bird is also partnering with community organizations in cities across the nation to make Bird Rentals available at an affordable rate to underserved communities and transit deserts that need last-mile transportation solutions the most. Bird Rentals is a new offering that gives people annual or monthly access to a Bird for a flat rate of \$200/year (\$99/semester) or \$39/month. With personal rentals, commuters can enjoy the freedom of unlimited environmentally friendly rides to go anywhere they want, when they want. A waitlist for all students is available at www.campus.bird.co.



C. Describe the safety inspection program you will use to ensure the safety of all deployed scooters (if necessary, attach additional documents):

Bird prioritizes the safety of our riders, vehicles, and the communities we serve. For this reason, the scooters we operate in Bloomington are continually checked to ensure safety and the highest functionality.

i. Safety inspection program

Our safety inspection process is outlined below:

Frequency with which each vehicle is checked for safety

Bird personnel inspects each vehicle for safety daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Bird uses a system that tracks the exact time of maintenance for every vehicle. To maintain vehicles and ensure safe operations, Bird performs the following:

Pre-launch safety testing	Each Bird undergoes a 106-point quality assurance inspection, including a hands-on validation test to examine braking and steering.
Safety maintenance	Our field team inspects every device daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Bird uses a system that tracks the exact time of maintenance for every vehicle. We also use algorithms and machine learning to identify devices that may require attention proactively, and perform preventative inspections when necessary.
Service location maintenance & repair	Each vehicle is inbounded by our team, then inspected, triaged, and tagged. Vehicles move through the logistic warehouse repair flow, receiving service from Fleet Managers who specialize in specific repair points until they pass quality assurance protocols.
Cleaning regime and hygiene proposals in light of Covid-19 Predictive maintenance	In compliance with all government guidelines, we use safety glasses, masks and gloves, along with enhanced cleaning protocols, including but not limited to sanitizing vehicles every time they are serviced or charged, and conducting daily in-field sanitization on high-touch surfaces including bells, throttles and handlebars. Bird uses government approved disinfectant that forms an antimicrobial coating, bonding to surfaces and killing 99.99% of germs, keeping surfaces hygienic up to 30 days.

Predictive maintenance

Bird has a proprietary system that allows us to predict when vehicles will be in need of repair and isolate them for service. Using a variety of algorithms and machine learning techniques, we proactively identify vehicles that may require service or attention. Bird's predictive capability preemptively marks vehicles in the Bird system so they are removed from the rider map immediately, and dispatches our local team to inspect the vehicle and make repairs as necessary.

Periodic maintenance

Bird also uses a time-guided system to ensure that every vehicle is inspected and serviced each week, even if it is not identified for predictive maintenance or otherwise flagged by the Bird team or a rider. As mentioned above, our vehicles will be fully inspected and serviced at least once a week in our service center. Bird tracks exactly when a vehicle last received maintenance to ensure our vehicles are safe and high-functioning. If a vehicle needs service, Bird dispatches a local team member to retrieve the vehicle to bring it in for maintenance.

Cleaning maintenance

Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, our local team cleans vehicles once a week. We also clean the vehicles whenever they enter a service center. During a process we call Bird Baths, vehicles are wiped down and vehicle parts are cleaned.

ii. Ensuring compliance with the City's safety requirements

Bird will ensure compliance with 100% of the City's safety requirements as listed in Section 10 of Pg. 5 of the Application, and from BMC 15.58, as described below.

The following requirements apply to all companies ("Operators") deploying scooters within the City of Bloomington. Failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.

B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.

C. All scooters must be equipped with a bell, horn, or other lawful signaling device.

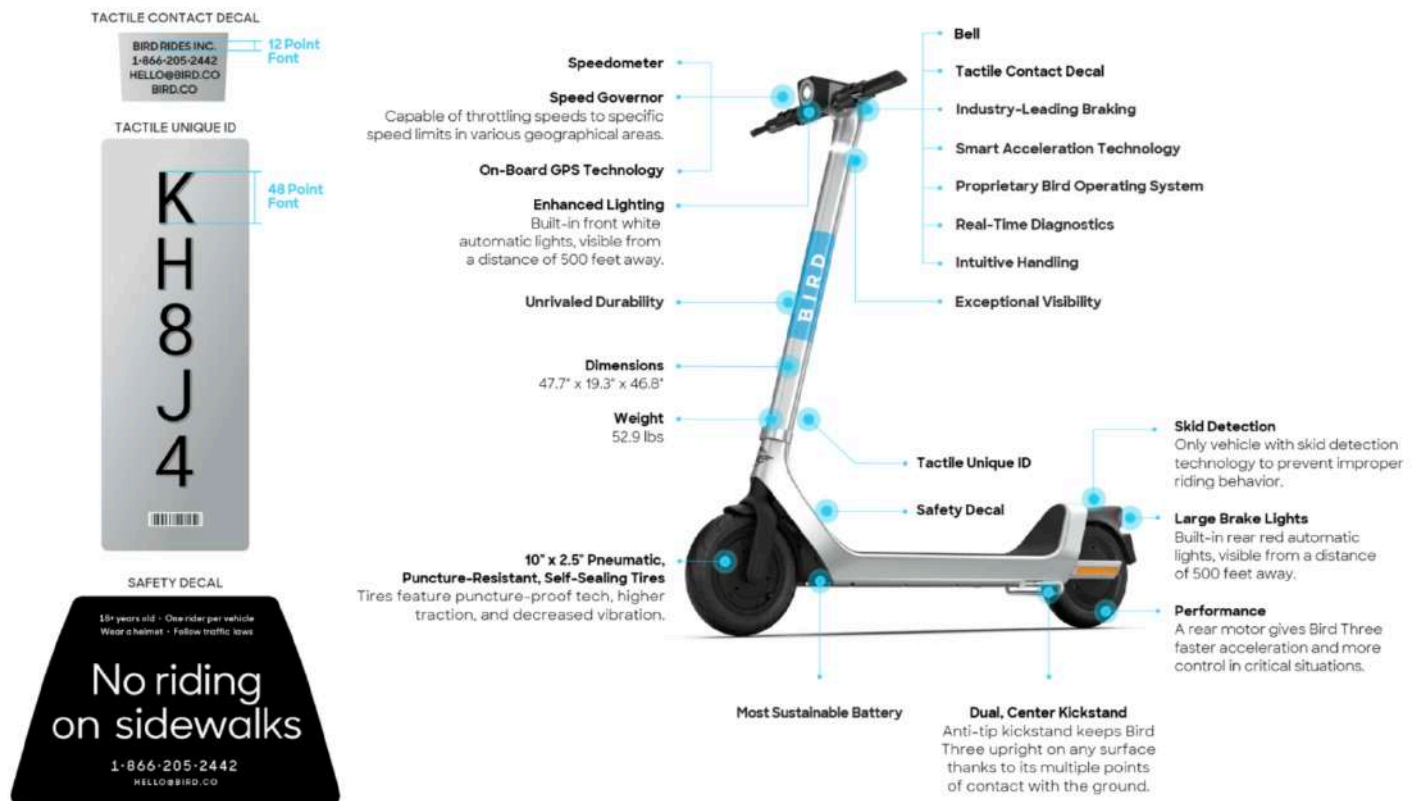
D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.

E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.

F. The following items must be displayed on each scooter:

- The required 24-hour phone number stated in this application;
- The Operator's website;
- Mobile application information for the Operator;
- That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.

BirdThree





G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.

H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.

I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.

J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).

K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

All shared-use motorized Bird scooters are compliant with all applicable American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards. If additional organizations similar to those listed establish standards applicable to shared-use motorized scooters, and the Board of Public Works requires that all shared-use motorized scooters comply with said additional standards, Bird will comply.

Safety Standard Compliance

Our vehicles are subjected to rigorous testing at our Research and Development lab and verified test labs in the USA, APAC, and the EU. Bird's vehicles, electrical systems, and batteries comply with all applicable U.S. and International standards, and have received globally recognized safety certifications.

The Bird One vehicle has the following certifications: UL 2271 (US Battery Standard for Light Electric Vehicles); UL 2272; ISO 12100 (Safety Risk Assessment); UL 991; UL 1642 Certification; IP67 battery waterproofing; FCC 47 CFR Part 15; Battery CB (IEC/EC 62133-2:2017); UN 38.3 (Battery Safety certification for Transportation); UL 69050 Certificates; REACH; RoHS; CE RED EMC/Safety; IEC 60335-1; Manufactured by an ISO 9001:2015 Supplier.

The Bird Three vehicle has the following certifications: UL 2271 (US Battery Standard for Light Electric Vehicles); UL 2272; ISO 12100 (Safety Risk Assessment); UL 991; UL 1642 Certification; IP68 battery waterproofing—the only device in the industry to have this rating; FCC 47 CFR Part 15; Battery CB (IEC/EC 62133-2:2017); UN 38.3 (Battery Safety certification for Transportation); CE Low Voltage Directive; REACH; RoHS; CE RED EMC/Safety; WEEE; IEC 60335-1; Manufactured by an ISO 9001:2015 Supplier.



D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):

i. Local staffing plan

Identifying and Recruiting Fleet Managers

When it comes to hiring staff, Bird is focused on creating meaningful employment opportunities in the City of Bloomington. Through our Bloomington Fleet Management Program, Bird engages with locally-owned and operated businesses, logistics partners and entrepreneurs—many of which have been forced to consider closing their doors or reducing their workforce due to COVID-19—to provide a meaningful revenue opportunity. We identify and recruit our Fleet Managers directly from the community, only executing contracts with applicants who are able to successfully demonstrate the ability to manage a portion of Bird's fleet. Our Bloomington Fleet Managers are known in their communities. They're forces for good with reputations for hiring locally and going the extra mile to serve their neighborhood. When we execute a contract with a Fleet Manager, Bird commits to providing long-term support, resources and real opportunities for revenue. Additionally, we offer support and guidance relating to any initially required operational set up to ensure a smooth ramp-up.

While Bird continues to maintain certain in-house staff and operations, our goal is to make a lasting positive impact on the communities we serve, specifically by deepening our local roots and working toward our company-wide goal of prioritizing opportunities for traditionally underserved communities, minorities, women, differently-abled populations and other groups at risk of exclusion from social or financial opportunities.

Strong local knowledge and a deep understanding of each city's unique infrastructure and neighborhood complexities are key to the success of an efficient and city-friendly scooter operation. We recruit our Bloomington Fleet Managers directly from the community, focusing on providing opportunities to small, locally-owned businesses and entrepreneurs impacted by COVID-19. However, before partnering with a prospective Fleet Manager, they undergo rigorous vetting to ensure they meet and exceed our standards for operational excellence.

When searching for local partners, we assess candidates based on the following criteria:

- Whether they are a trusted member of the local community with strong references.
- How they staff their teams (more long-term arrangements with opportunities for advancement as opposed to short-term, temporary work) and whether they intend to pay a real living wage.
- Commitment to provide the safest and most reliable service
- Commitment to hiring locally.
- Commitment to developing or expanding any existing diversity and inclusivity policies in recruitment and retention.
- Existing local infrastructure (e.g., warehouse facility or other work space with ample charging and storage) certified for safe use by local workplace safety standards.
- Commitment to use renewable energy to charge vehicles.
- Commitment to use zero emission vehicles for deployment, rebalancing and collection.
- Experience managing logistics or operations, with a strong preference for shared micro-mobility.

We only partner with Fleet Managers to complement our operations if they are able to demonstrate real commitment to running a sustainable and city-friendly operation, and ensuring the highest safety and quality standards for Bird, the community and, most importantly, our riders. During the initial engagement process, we inform candidates of the Key Performance Indicators (KPI) and Service Level Agreements (SLA) they will be required to meet in order to remain in partnership with Bird



Organizational Structure and Staffing

Bird's operations team oversees our work in Bloomington, supported by Fleet Managers sourced from our Bloomington Fleet Manager program and on-boarded directly from the community. These local efforts will be supported by Bird's central teams, and with tools and best practices honed over millions of rides.

Team Roles	Responsibilities	Employment Type	Expected Number of Roles
Operations Leadership (General Manager, Operations Associates)	Oversee field and service location teams. Liaise with local stakeholders and broader community. 24-hour contact for City staff for all questions and concerns related to deployment, charging, rebalancing and fleet operations in the City. Operations leadership liaises internally with our Engagement Managers to ensure all City concerns are addressed and resolved swiftly.	Full-Time, in-House.	3
Engagement Manager	Manages all Bloomington Program Fleet Managers. 24-hour point of contact for Fleet Managers. Ensures Fleet Manager compliance with local rules and regulations. Sets KPIs and SLAs and schedules regular check-ins with Fleet Managers to track progress.	Full-time, in-House	1
Bloomington Program Fleet Managers	Deploy, rebalance and collect Birds for charging and/or maintenance.	Contractor	4
Service Location Team (Drivers and Mechanics)	Maintain, clean and charge Birds at central maintenance hubs. Provide support (maintenance, IT, backend support) to Fleet Managers during service center drop-in hours.	In-House	4
Customer Service (Central Bird Team)	Collect and help remediate requests from riders or the public.	Full-time, in-House.	100

Daily Operations Cycle

Riders will be able to rent and ride Bird scooters throughout the day. Bird will maximize the availability of scooters through a three-phased daily operational cycle, outlined below. We will closely monitor operations using automated tools, multichannel feedback, and hands-on field support. When issues occur, our field staff will quickly remediate them. Our cycle works as follows:

Time	Objectives	Activities
Morning	Distribute Devices	Stage devices at nests (small groupings of fully charged and recently-inspected vehicles), which are strategic deployment areas spread equitably across the service area.
Daytime	Rebalance and Respond	Monitor service using automated tools, feedback channels, and an on-the-ground presence. Rebalance devices as needed and remove any low-battery or damaged devices.
Evening	Charge and Maintain	Inspect devices and collect those that require maintenance for delivery to local service center. Collect and charge devices with low charge.

1 Wear safety glasses and nitrile gloves.

2 Disinfect all vehicle surfaces, including the handlebars, neck, and chassis.

Take extra care with the handlebars: Wipe across the front and back, including the bell, throttle, and brake levers.

3 Move the clean vehicle to a designated sanitised area.

4 Use wipes or towels once only, then dispose of them properly.

5 Disinfect all workstation surfaces before and after sanitising each vehicle.

6 Dispose of your gloves after each use, then immediately wash your hands. Wash your hands for 20 seconds using warm water and soap before breaks, before/after eating, after using the bathroom, and after sneezing/coughing.

ii. Contractors utilized to perform services related to scooters

Bird's contractors include Fleet Managers, or logistics partners, from the Bloomington community. Fleet Managers collect and recharge scooters with depleted batteries as needed, as well as stage Birds in nests each morning to be rented throughout the day. Fleet Managers also maintain and repair damaged Birds, ensuring our fleet is safe and high-functioning, and patrol the streets of Bloomington ensuring that our fleet is tidy and well-maintained.

iii. Operational plan

Compliance with safety regulations in C.ii.

Bird can remotely lock down any scooter in the fleet upon any report that the scooter is not operating properly. Bird removes damaged scooters from the app so riders are unable to start a ride until the vehicle has been inspected and repaired. Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, our field team cleans vehicles once a week. We also clean the vehicles whenever they enter a service center. During a process we call Bird Baths, vehicles are wiped down and vehicle parts are cleaned. As part of our maintenance routine, Bird follows a strict cleaning plan. This tiered system consists of regular checks, in-field cleanings, and as-needed service. Scooters in Bloomington will be measured against Bird's cleaning standards, defined by:

- Clean contact points - Handlebars, throttle, brake lever, and bell are cleaned with antibacterial solution at a minimum of once a week.
- Graffiti-free - Frame and all vehicle components are cleaned and free from visible markings, like graffiti and tags.
- Otherwise attractive - Overall, the vehicle is free from excessive dust or dirt, and is visually welcoming to riders and the public.

Distribute Devices

Bird believes that dockless mobility works best when the needs of all road users are considered. We stage Birds each morning at nests, which are strategic parking areas selected to enhance mobility while keeping the right-of-way clear.



Nests

Nests are generally within sidewalk furniture zones, near bike rack areas, or in designated street parking areas (please see the picture below). We ensure that each nest meets all local requirements, including the appropriate distance from entrances, corners, transit platforms, and emergency equipment, as well as requisite sidewalk width.

Nests are virtual and dynamic, meaning they can be changed and repositioned at any time to best meet a community's needs.

Populating Nests

Each morning, and throughout the day, our field team rebalances or delivers fully-charged scooters to nests, guided by the Bird app and in compliance with the City's deployment guidelines. Bird's operations platform automatically determines which nests to populate each day based on local mobility patterns and any zonal requirements, ensuring broad coverage across the service area.

To complete a 'drop', field team members must take an in-app photo of the staged scooters to ensure they are appropriately placed and clear of the right-of-way. Bird validates these photos in real time. Bird optimizes for sustainability when coordinating drops by directing our field team to the closest nests to reduce vehicle miles traveled (VMT).

Rebalancing

"Rebalancing" refers to addressing vehicle clustering as well as tipped devices, ADA blockages, and disabled scooters.

Bird rebalances our vehicles throughout the day. Since scooters will often cluster in areas that receive high ridership, such as near Indiana University or along E. 3rd St., our local field team relocates scooters from over-concentrated areas to ensure that our fleet is balanced throughout our operating zones.

Bird commits to relocating any scooter upon notification by the City, University, a business owner, a resident, or a visitor. We will monitor and rebalance our fleet throughout the day to ensure that scooters are widely available, in good repair, and out of the public right-of-way.

Preferred Parking Zones

Bird uses geofencing technology to create designated parking zones. This technology is particularly useful in high-traffic areas.

Signage and Ground Markings

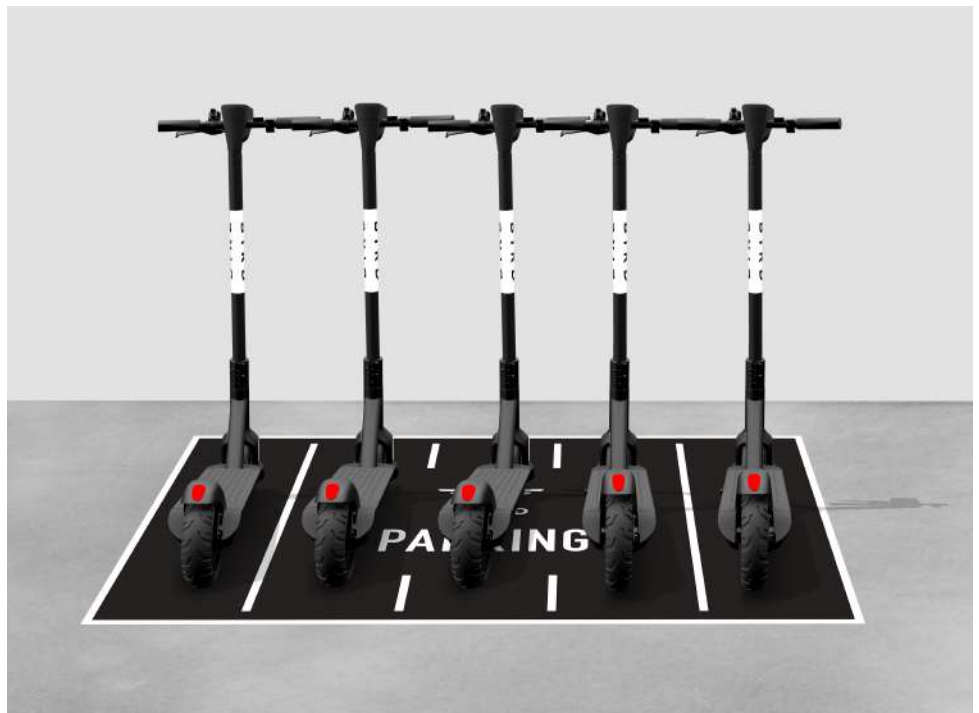
In addition to showing riders these parking spaces in our app, we can add physical signage on a designated parking space, allowing riders to easily identify where to park and quickly learn new behavior patterns. We believe these stencils could be strong options in the City's designated Dismount Zone.

Below are two possible approaches we would consider implementing, depending on the City's preference. We envision these options as playing an important role in dismount zones. These solutions can be used separately or in combination with other parking solutions.

Stencil Parking and Parking Mats

Bird has designed a stencil that has a 75cm width x 55cm height decal and separate corners so it can be adjusted to fit any space. We also designed a "parking mat" to fit 5 scooters that measures 120cm x 185 cm. These designated scooter-parking areas promote lawful and neat parking and are particularly useful in busy corridors and neighborhoods, as well as during high-traffic community events.

We have implemented stencils in cities across the country, as well as in collaboration with private organizations, like Salesforce Tower in Indianapolis.



Operational Emergency Plan

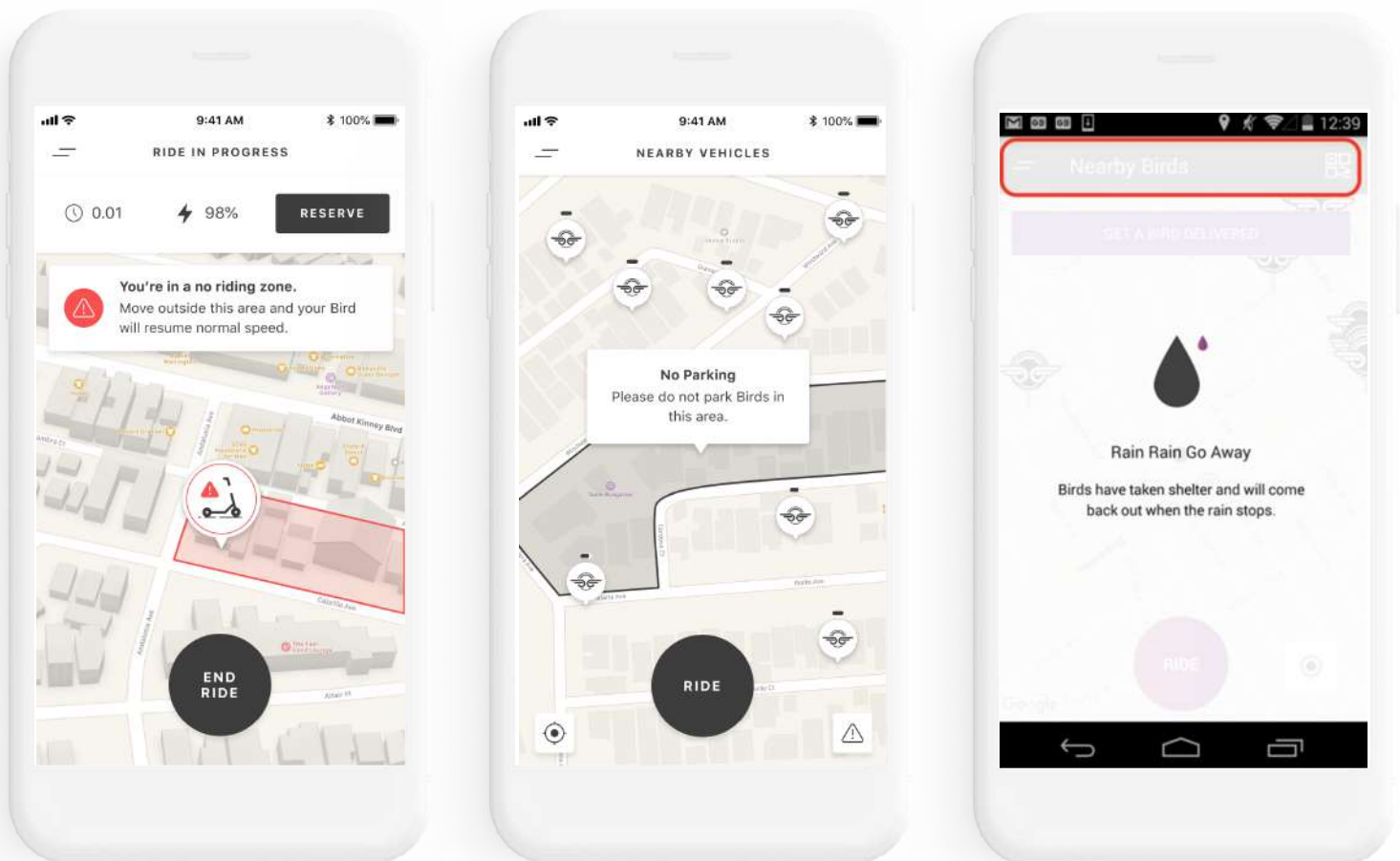
When it may not be safe for our riders or the community to have Birds active, we suspend service, and in some cases remove Birds from the right-of-way for temporary storage. Bird uses multiple channels to monitor service status, and to track any conditions that would necessitate a suspension in operations.

Event Monitoring

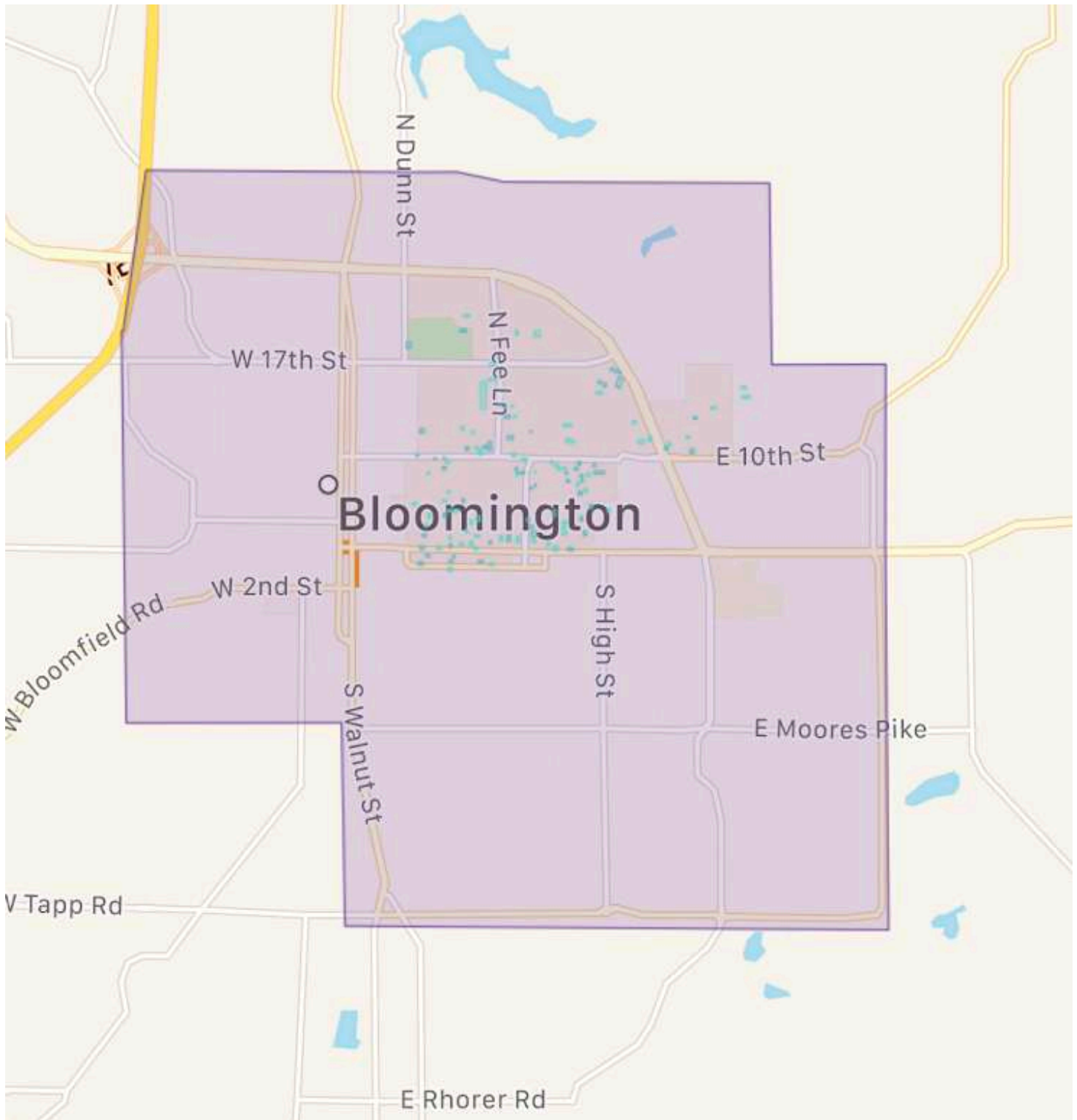
Channel	Description
Weather Monitoring	Bird has a central team that monitors expected weather patterns across cities, and notifies local teams about significant events. When warranted, we can keep Birds indoors in anticipation of an oncoming weather event.
Emergency Monitoring	Bird proactively monitors government, media, and social media channels to identify potential emergency events, and designates a point of contact for local law enforcement should they need to make contact.
Large Events	Through our relationships with the cities and communities in which we operate, we stay up to date on large events that may necessitate a service augmentation or suspension. When warranted, we develop an operational plan in conjunction with local stakeholders.

Disabling Service

When warranted, our Operations team will instantly disable service by making scooters unavailable for rent in the Bird app. Concurrently, our operations team will instruct Fleet Managers to not release Birds. Depending on the nature of the emergency, our network of Fleet Managers can be dispatched to collect scooters from the service area and store them until the event clears. When riders open the Bird app during such a closure, they will be notified about the suspension of operations.



E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters.



F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.

BirdThree



All shared-use motorized Bird scooters are compliant with all applicable American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards. If additional organizations similar to those listed establish standards applicable to shared-use motorized scooters, and the Board of Public Works requires that all shared-use motorized scooters comply with said additional standards, Bird will comply.

All motorized Bird scooters are programmed so they cannot operate at a speed greater than fifteen (15) miles per hour.



All shared-use motorized Bird scooters are assigned a unique identification number. Each vehicle's unique identification number correlates with company records and is visible to the user and to nearby pedestrians.

Each vehicle prominently features customer service contact information in easy to read ADA accessible font (18pt–48pt), visible from a distance of three feet, and includes:

- Our company name
 - Website address
 - Email address
 - Toll-free phone number for our 24-hour service center
- Bird's website is included on each scooter. Please see above.

Each shared use motorized Bird includes information on how to download the mobile application. Please see the photo below:



Each shared-use motorized scooter has signage that riders are required to wear helmets. Please see the photo below:

Each Bird visibly displays information about local traffic laws, and that users are required to obey said laws. Please see the image below:

Each Bird visibly displays that riders shall yield to pedestrians' right-of way. Please see the image below:

Each Bird visibly displays verbiage that explains riders shall follow proper parking procedures. Please see the image below:

All Bird shared-use motorized scooters are equipped with a bell.

All Bird scooters have a front light that emits a white light. While the scooter is in motion, the front light illuminates the road in front of the rider, and is visible from a distance of 500 feet in front of and from the sides of each Bird.

All Bird scooters have a rear red reflector exhibiting a light that is visible from a distance of at least 500 feet to the rear.

All Bird scooters have a brake that enables the operator to make the braked wheels skid on dry, level, and clean pavement.

Bird commits to meeting any and all additional standards required by the Board of Public Works.

Bird understands that if we deploy a scooter in violation of this Section, we will be subject to the penalties set forth in Section 1.01.130 of the Municipal Code. We also understand that if we violate this Section, we may be penalized with the revocation of our license in accordance with Section 15.58.150.



Safety Decal

Ride Safely

Helmets required
License required
18+ years old
No double riding
Yield to pedestrians
Do not block sidewalks
or ramps
Follow proper parking
procedures

1-866-205-2442

HELLO@BIRD.CO



7. Required Public Outreach and Communications

A. Identify your company's 24-hour customer service number through which users and members of the public may contact you company:

Bird's 24-hour customer service number is 1-866-205-2442. We can also be reached by email at hello@bird.co.

B. Provide the URL to a link or other method of access to a Bloomington-specific page on your website as required by BMC 15.58.120(c):

The following is the Bloomington-specific webpage on Bird's website as required by BMC 15.58.120(c):

URL: <https://www.bird.co/bloomington>. Bird will educate users on legal scooter parking and legal scooter use on the Bloomington-specific website, within our mobile application, and as part of its mandatory, semi-annual outreach programs. Bird provides the following information on the Bloomington-specific website:

- (1) The City's local regulations governing legal shared-use motorized scooter use;
- (2) The City's local regulations governing legal shared-use motorized scooter parking;
- (3) The City's affordability and accessibility requirements; and
- (4) Best practices concerning safe and courteous shared-use motorized scooter use.

C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):

Bird will make available, at no charge and at a local location, helmets that may be procured by shared-use motorized scooter users.

Bird's local helmet distribution strategy

At Bird, we put safety above growth. Bird has already worked with IU's Student Wellness Center to distribute hundreds of free helmets and will continue to do so. We previously discussed with Mary Catherine Carmichael, Director of Public Engagement, ways we can further amplify Bird's engagement efforts in Bloomington regarding responsible riding, and we will also consider conducting a safety campaign related to free helmet giveaways.

Bird is also exploring potential partnerships with helmet manufacturers to deploy innovative low-cost products and distribution options. We will also work with local businesses to provide free helmets for distribution.



Incentivizing helmet use

Bird is committed to safety. We are proud of the work we have done as the first shared mobility company to spearhead proactive helmet use and responsible riding campaigns. We know how important it is for riders to protect themselves while riding on busy urban streets. In the past year and a half, Bird has given away more than 80,000 free helmets across dozens of markets.

Bird has and will continue to work closely with community organizations and government agencies to create features that address responsible riding issues. Through partnerships with the City and other key community groups, Bird will lead safety initiatives to educate riders about the importance of wearing helmets while riding.

Free helmets are always available in the Bird mobile app or by going to: <https://birdhelmets.myshopify.com>. Through the app, users simply need to click on the “Safety” section and they will be taken to a website with an “Order Helmet” button. Helmets are available in Small, Medium, and Large. Our in-app free helmet feature is key to ensuring that anyone in Bloomington who wishes to obtain a helmet can have one.

Also, in accordance with local regulations, we will make helmets available for free locally in Bloomington at local businesses and at IU.

D. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:

Outline of safety campaigns:

Bird has conducted both virtual and in-person safety-focused events with the City of Bloomington and Indiana University. Targeting both residents of highly trafficked areas as well as new and returning students, these events provide education on all local regulations governing shared-use motorized scooter use and parking, best practices regarding safe and courteous riding, as well as information on Bloomington’s affordability and accessibility requirements. Additionally, event attendees are able to obtain free helmets and ride credits. In fact, at our most recent event in September 2021 just outside the Sample Gates at IU, we gave away over 100 helmets. All Bird safety events adhere to local COVID-19 guidelines.



In past years, Bird also collaborated with IU’s Student Wellness Center to host a “Scooter Safety Week.” Focusing on the idea of peer-to-peer education regarding safe scooter use practices, students produced a safety video with Bird’s help and highlighted a different safety tip each day of the safety week.





We are happy to provide IU or IUPD references, upon request.

Proposed schedule

We recommend conducting two week-long safety campaigns in the spring and summer of 2022. Bird will educate users on legal scooter parking and legal scooter use as part of its mandatory, semi-annual outreach programs. Among other topics, the campaign will cover:

- The City's local regulations governing legal shared-use motorized scooter use;
- The City's local regulations governing legal shared-use motorized scooter parking;
- The City's affordability and accessibility requirements; and
- Best practices concerning safe and courteous shared-use motorized scooter use.

a. Dates and hours of each safety campaign to be held during the term of this license;

Please refer to the table below for details on dates, hours and proposed staffing levels:

Date	April 16th, 2022	April 17th, 2022	April 18th, 2022	April 19th, 2022	April 20th, 2022
Time	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM
Staffing (b. Proposed staffing levels for each campaign)	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives
Date	August 23rd, 2022	August 24th, 2022	August 25th, 2022	August 26th, 2022	August 27th, 2022
Time	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM
Staffing (b. Proposed staffing levels for each campaign)	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives

b. Proposed staffing levels for each campaign;

Please see the table above.



c. A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;

While this content may change over the coming months, currently we plan to use “S.H.A.R.E.” educational content for the campaign. Bird will make responsible riding simple and achievable by providing attendees with five essential S.H.A.R.E. tips:



- Safe riding. Navigate traffic and bike lanes with care.
- Heightened awareness. Anticipate what others might do.
- Always alert. Save the selfies and music for after the ride.
- Respect for pedestrians. Yield and keep walkways accessible.
- Every voice matters. Get involved to help your city reshape its streets.



This public campaign will provide attendees and passersby an immersive and interactive educational experience. In partnership with local organizations, businesses, and health and safety experts, Bird will showcase the fundamentals of safe road use for non-car users. This includes:

- Micro-mobility vehicle basics
- Helmet fittings
- Tutorials of local rules of the road
- Parking best practices



The education content presented will cover among others the following topics:

- Bloomington’s local regulations governing legal share-use motorized scooter use;
- Bloomington’s local regulations governing legal share-use motorized scooter parking;
- Bloomington’s affordability and accessibility requirements; and
- Best practices concerning safe and courteous shared-use motorized scooter use including:
 - Only one rider at a time
 - You must wear a helmet while riding
 - You must be 18 or older, with a valid driver’s license
 - Ride in bike lanes
 - Safety check
 - Park responsibly
 - Follow all local traffic laws including stop signs



d. The planned method of dissemination for campaign information and materials

For both of these campaigns, we will look to partner with both the City of Bloomington and Indiana University in order to reach as broad of an audience as possible. We look forward to discussing the best ways to disseminate this information, including potential social media posts, email blasts, and flyers. We will also push out this information through the Bird app and explore targeted social media posts through the Bird twitter account.

8. Insurance

Please see Attachment B for proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company’s insurance is primary.

9. Indemnification

Bird agrees to the City's indemnification requirements.



10. List of Legal Requirements (Chapter 15.58 of the Bloomington Municipal Code)

As mentioned on Pg. 10, Bird will adhere to the requirements listed in Section 10 of the Application. We understand that failure to comply with the requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

11. License Fees and Deployment Allowances

Bird acknowledges and will abide by the following:

1. The applicant shall submit a payment of \$10,000 in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.
2. In addition, the Shared-Use Motorized Scooter Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of receipt of said invoice.

Bird understands that the amount of the fee shall be fifteen cents (\$0.15) per ride taken, but that we may execute the attached Shared Use Bicycle Agreement and receive a reduced fee of ten cents (\$0.10) per ride.

Bird understands that the initial number of scooters allowed to be deployed under this license is not limited; however, the Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to set and/or lower the number of deployed scooters allowed under this license if the following average rides per day per scooter thresholds are not met in any given calendar month:

1. In the months of April through October: 4 rides per day per scooter;
2. In the months of November through March: 2 rides per day per scooter.

Bird understands that if the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of scooters allowed under this license.

Furthermore, in the event that repeated parking violations result in an excessive number of impoundments of Bird's scooters by the City in any calendar month, the City may order a reduction in the number of scooters allowed under this license. The determination of what constitutes an excessive number of impoundments is made at the sole discretion of the City.

Bird may petition the City for a review of the number of allowed scooters after 30 days have elapsed from the date of an order of reduction.

12. Summary of Required Attachments

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.
- B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.
- C. An outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
 - Dates and hours of each safety campaign to be held during the term of this license;
 - Proposed staffing levels for each campaign;
 - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
 - The planned method of dissemination for campaign information and materials.
- D. An insurance certificate that is compliant with Section 8 of this Application.
- E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$10,000).

By signing below, the undersigned certifies that he/she is authorized to execute this application on behalf of the shared-use motorized scooter Operator herein identified, that the information contained herein is true and accurate, and that he/she intends to be bound by the terms and conditions of this application.

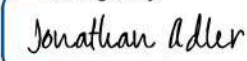
Jonathan Adler

Sr. Director, Public Policy

Printed Name

Title

DocuSigned by:



10/10/2021

363E43E245E44AB...

Signature

Date

Bird Rides, Inc.

Name of Company



Appendix





ATTACHMENT A

Special Event Agreement

ATTACHMENT A - SPECIAL EVENT AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

The undersigned shall comply with all such designations. Failure to comply will constitute a violation of BMC 15.58 and shall be subject to penalties as outlined in BMC 15.58.040(g).

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

Jonathan Adler

Sr. Director, Public Policy

Printed Name

Title

DocuSigned by:

Jonathan Adler

10/10/2021

363F43E245F44AB

Signature

Date



ATTACHMENT B

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2021

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 MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
CN120046401-NO MA-GAWUE-20-22	INSURER(S) AFFORDING COVERAGE	
INSURED Bird Rides, Inc. 406 Broadway #369 Santa Monica, CA 90401-2314	INSURER A: Apollo Syndicate Management Ltd	NAIC # N/A
	INSURER B: Scottsdale Indemnity Ins Co	15580
	INSURER C: Syndicate 2623/623 at Lloyd's	N/A
	INSURER D: National Casualty Company	11991
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

SEA-003621231-36

REVISION NUMBER: 0

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 <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BOWCN2150765	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NGI0000017	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BOWCN2150095	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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 checked="" type="checkbox"/> N <input type="checkbox"/> Y	WCC600025A	08/25/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Errors & Omissions		W2639E210301	03/01/2021	03/01/2022	SIR: \$150,000, Limit: 5,000,000
C	Cyber Liability		W2639E210301	03/01/2021	03/01/2022	SIR: \$25,000 10,000,000

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

City of Bloomington is included as an Additional Insured with respects to General and Auto Liability where required by written contract.

CERTIFICATE HOLDERCity of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services*Marsh Risk & Insurance Services*

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Bird Rides, Inc. 406 Broadway #369 Santa Monica, CA 90401-2314
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability, Umbrella Liability, and Cyber Liability policies evidenced above are subject to self-insured retentions for various perils insured.

which is not already provided under **Section III—Physical Damage Coverage, A. Coverage, 4. Coverage Extension.**

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

III. SECTION IV—BUSINESS AUTO CONDITIONS is amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

Subsection **A. Loss Conditions** is amended as follows:

1. Your obligation in paragraph **2. Duties in the Event of Accident, Claim, Suit or Loss**, subparagraph **a.**, relative to notification requirements applies only when the “accident” or “loss” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph **2. Duties in the Event of Accident, Claim, Suit or Loss**, subparagraph **b.** relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. OTHER INSURANCE

Under subsection **B. General Conditions**, paragraph **5. Other Insurance**, the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

1. Such “insured” is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured.”

C. HIRED CAR—COVERAGE TERRITORY

Under subsection **B. General Conditions**, paragraph **7. Policy Period, Coverage Territory**, subparagraph **(5)** is replaced by:

- (5)** Anywhere in the world if a covered “auto” is leased, hired, rented or borrowed without a driver for a period of thirty (30) days or less;

D. WAIVER OF SUBROGATION

The following is added under subsection **A. Loss Conditions**, paragraph **5. Transfer of Rights of Recovery Against Others to Us**:

**BLANKET ADDITIONAL INSURED WITH PRIMARY
AND NON-CONTRIBUTORY WORDING**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:

- (a) the "bodily injury" or "property damage"; or
- (b) the offense that caused the "personal and advertising injury",

for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.



C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.



H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising ink-11y" caused by:

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".



J. Vendor

Any person or organization but only with respect to such person or organization's liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. "bodily injury" or "property damage" for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the Named Insured, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. "bodily injury" or "property damage" arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of "your products" for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement to this Coverage Part.



K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
2. for "bodily injury" or "property damage" included within the "products-completed operations hazard" except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this Additional Insureds Endorsement requires the Named Insured to provide the additional insured such coverage; and
 - c. the "bodily injury" or "property damage" results from "your work" that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

ADDITIONAL INSURED — PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The following paragraph is added to SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, item 4 Other Insurance:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

All other terms and conditions of this policy remain unchanged.





Thank you





Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-57
Petitioner/Representative: Tim Clougher, Assistant Director of Community Kitchen of Monroe County, Inc.
Staff Representative: Marnina Patrick
Meeting Date: October 26, 2021

Community Kitchen of Monroe County, Inc., by its Assistant Director, Tim Clougher, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck providing food.

This application is for 1 year.

Staff is supportive of the request.

Marnina Patrick

Community Kitchen - 2021



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:	TIM CLOUGHER (COMMUNITY KITCHEN)		
Title/Position:	ASSISTANT DIRECTOR		
Date of Birth:	7/19/64		
Address:	P.O. Box 3286		
City, State, Zip:	BLOOMINGTON, IN 47402-3286		
E-Mail Address:	assistantdirector@monroecommunitykitchen.com		
Phone Number:	812-332-0999	Mobile Phone:	812-325-0857

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:	COMMUNITY KITCHEN OF MONROE COUNTY, INC.		
Address of Employer:	P.O. BOX 3286		
City, State, Zip:	BLOOMINGTON, IN 47402-3286		
Employment Start Date:	4/1/2002	End Date (If known):	N/A
Phone Number:	812.332.0949		
Website / Email:			
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
VICKI PIERCE (EXECUTIVE DIRECTOR)	3975 S. GARRISON CHAPEL RD. BLOOMINGTON
HOPE SNODGRASS (BOARD PRESIDENT)	3400 S. SARE RD. #414 BLOOMINGTON
KYLA COX-DECKARD (VICE PRESIDENT)	P.O. BOX 2372 BLOOMINGTON

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

Date of incorporation or organization:	3/23/1983
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	3/23/1983

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

Planned hours of operation:	4:00pm → 6:30pm MONDAY THROUGH SATURDAY	
Place or places where you will conduct business (If private property, attach written permission from property owner):	T.B.A.	
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.	* WONT BE IN BLOOMINGTON AT THIS TIME 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:

<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

Received in ESD Date Received: OCT 12 2021	Received By: <i>Marnia f.</i>	Date Approved: 10/19/2021	Approved By: Larry A.
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INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 1	ISSUE DATE 10/08/2021	PUR DATE 09/03/2021	COUNTY 53 - MONROE	TP N	PLYR 22	PLATE 137B983	PL TP GT	WEIGHT 11	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 1/31/2023		MUNICIPALITY Bloomington		VEHICLE YEAR 2020	MAKE FOR	MODEL F59	VEHICLE IDENTIFICATION NUMBER 1F65F5KN0L0A19178			TYPE VA	COLOR BLU/		
CURRENT YEAR TAX	VEH EX TAX 260.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 260.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35		ADMIN FEE 0.00	TOTAL 330.35			
PRIOR YEAR TAX	VEH EX TAX 108.34	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 108.34	CO. WHEEL/EX TAX 10.42	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 118.76			
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

C
RGR

IMPORTANT REGISTRATION INFORMATION

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



PEKIN
INSURANCE

INDIANA INSURANCE CARD

PEKIN INSURANCE COMPANY

2505 COURT STREET, PEKIN, ILLINOIS 61558-0001

NAIC #: 24228

Commercial Policy ☒

Personal Policy ☐

INSURED	COMMUNITY KITCHEN OF MONROE CO		
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	
005759847	09/07/2021	05/14/2022	
UNIT	YEAR/MAKE/MODEL/VEHICLE IDENTIFICATION		
009	2020 FORD F59 1F65F5KN0L0A19178		
AGENT	BILL RESCH INSURANCE, INC. 812-336-6838		

4217IN (10-18)

KEEP THIS CARD IN YOUR VEHICLE
WWW.PEKININSURANCE.COM



PEKIN INSURANCE

(A Stock Company)

2505 Court Street, Pekin, Illinois 61558-0001

AMENDED BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy Number: 005759847

Premium Payment Plan: CL MONTHLY PAY PLAN

ITEM ONE

Named Insured and Mailing Address: COMMUNITY KITCHEN OF MONROE CO PO BOX 3286 BLOOMINGTON, IN 47402	Agency Name: BILL RESCH INSURANCE, INC. Agent Number: 08293 Phone: (812) 336-6838
Policy Period: From: 05/14/2021 To: 05/14/2022	
Endorsement Effective: 09/07/2021 at 12:01 A.M. Standard Time at your mailing address shown above.	

Form of Business: NOT SELECTED

Business Description: NOT SELECTED

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT \$1,000,000 PROPERTY DAMAGE	\$1,749.00
PERSONAL INJURY PROTECTION		SEPARATELY STATED IN EACH ADDED PERSONAL INJURY PROTECTION ENDORSEMENT MINUS \$ _____ DEDUCTIBLE FOR EACH ACCIDENT	NO COVERAGE
AUTO MEDICAL PAYMENTS	7	\$10,000	\$79.00
UNINSURED MOTORISTS	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$63.00
UNDERINSURED MOTORISTS (WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$222.00
UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE	7		\$15.00
PHYSICAL DAMAGE - COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE IN ITEM THREE FOR EACH COVERED "AUTO". SEE ITEM FOUR FOR HIRED OR BORROWED "AUTOS".	\$897.00
PHYSICAL DAMAGE - COLLISION COVERAGE	7		\$1,862.00
TOWING AND LABOR	7	SEE COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT FOR COVERED "AUTOS" TYPES AND LIMITS	INCLUDED
MOTOR TRANSIT CARGO			NO COVERAGE
		MISCELLANEOUS PREMIUM	\$215.00
AUDIT PERIOD: ANNUAL		Total Estimated Premium \$5,102.00	

These Declarations, together with the Schedules, Additional Declarations, Coverage Form and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Countersigned By _____ Date _____
 Authorized Representative



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

License type: DRIVERS W/ MC

As of 10/12/2021 3:39 pm
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Commercial Driver License (CDL) Information:

CDL Status: Voluntary Surrender

CDL Expires: 07/19/2003 [**** Expired ****]

CDL Class: B

CDL Endorsements: None

CDL Restrictions: None

Commercial Learner Permit (CLP) Information:

CLP Expires:

CLP Class:

CLP Endorsements:

CLP Restrictions: None

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

Medical Examiner's Certificate Information:

Medical Certificate Issue Date:

Medical Certificate Expire Date:

Medical Certificate Restriction Codes:

Medical Examiner's Name:

Medical Examiner's Phone Number:

Medical Examiner's Speciality Code:

Medical Examiner's Jurisdiction:

Medical Examiner's Jurisdiction License Number:

Medical Examiner's FMCSA National Registry Number:

Medical Exemption Effective Date:

Medical Exemption Expiration Date:

SPE Exemption Effective Date:

SPE Exemption Expiration Date:

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed pursuant to
specialized driving privileges)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service, Inc.
INSPECTOR'S NAME David Carmichael INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION October 4, 2021
TAXICAB COMPANY Community Kitchen of Monroe County
VEHICLE YEAR 2020 MAKE Ford/Utilimaster MODEL F59/F53 chassis
VIN 1F65F5KNOLA19178 Food Truck

	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:

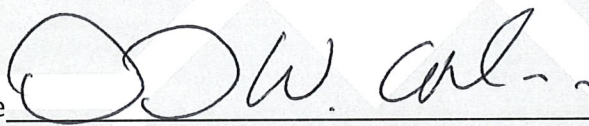
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

DOT - MONDAY A.M.

Additional Comments by Inspector: _____

New Truck
New Equipment

Inspector Signature



Date:

Oct. 4, 2021

**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**

ANNUAL VEHICLE INSPECTION REPORT

CARMICHAEL TRUCK & AUTOMOTIVE
3950 W. Farmer Ave.
Bloomington, IN. 47403

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
51068	Food Truck
DATE October 4, 2021	

MOTOR CARRIER OPERATOR Monroe County Community Kitchen	INSPECTOR'S NAME (PRINT OR TYPE) David Carmichael
ADDRESS 1515 S. Rogers St.	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Bloomington IN 47403	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER JF65F5KNOLOA19178
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) Carmichael Truck & Automotive Service

VEHICLE COMPONENTS INSPECTED			
OK	NEEDS REPAIR	REPAIRED DATE	ITEM
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		1. BRAKE SYSTEM
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Service Brakes
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Parking Brake System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Brake Drums or Rotors
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Brake Hose
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		e. Brake Tubing
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		f. Low Pressure Warning Device
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		g. Tractor Protection Valve
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		h. Air Compressor
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		i. Electric Brakes
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		j. Hydraulic Brakes
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		k. Vacuum Systems
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		l. Antilock Brake System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		m. Automatic Brake Adjusters
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2. COUPLING DEVICES
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Fifth Wheels
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Pintle Hooks
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Drawbar/Towbar Eye
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Drawbar/Towbar Tongue
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		e. Safety Devices
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		f. Saddle-Mounts
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		3. EXHAUST SYSTEM
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Bus exhaust system leaking or discharging in violation of standard.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		4. FUEL SYSTEM
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Visible leak.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Fuel tank filler cap missing.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Fuel tank securely attached.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		5. LIGHTING DEVICES
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		All lighting devices and reflectors required by Part 393 shall be operable.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		6. SAFE LOADING
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Protection against shifting cargo.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Container securement devices on intermodal equipment.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		7. STEERING MECHANISM
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Steering Wheel Free Play
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Steering Column
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Front Axle Beam and All Steering Components Other Than Steering Column
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Steering Gear Box
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		e. Pitman Arm
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		f. Power Steering
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		g. Ball and Socket Joints
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		h. Tie Rods and Drag Links
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		i. Nuts
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		j. Steering System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		8. SUSPENSION
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Spring Assembly
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Torque, Radius or Tracking Components
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		9. FRAME
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Frame Members
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Tire and Wheel Clearance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Adjustable Axle Assemblies (Sliding Subframes)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		10. TIRES
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Tires on any steering axle of a power unit.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. All other tires.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Installation of speed-restricted tires unless specifically designated by motor carrier.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		11. WHEELS AND RIMS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Lock or Side Ring
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Wheels and Rims
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Fasteners
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Welds
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		12. WINDSHIELD GLAZING
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		13. WINDSHIELD WIPERS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		14. MOTORCOACH SEATS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Any passenger seat that is not securely fastened to the vehicle structure.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		15. OTHER
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		List any other condition(s) which may prevent safe operation of this vehicle.

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ☒ OK, ☒ NEEDS REPAIR, ☒ NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

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.

TIM CLOUTIER

Name, Printed


Signature

9/28/21
Date Release Signed

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 198306-746
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME COMMUNITY KITCHEN OF MONROE COUNTY INC
ENTITY CREATION DATE 06/23/1983
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 1515 S Rogers St, Blmgt, IN, 47403, USA

YEARS FILED

YEARS 2021/2022

EFFECTIVE DATE

EFFECTIVE DATE 04/23/2021
EFFECTIVE TIME 1:47 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME VICKI PIERCE
ADDRESS 1515 S ROGERS ST, BLOOMINGTON, IN, 47403, USA

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

PRINCIPAL(S)

TITLE	Treasurer
NAME	James P Becker
ADDRESS	8180 W Howard Rd, Blmgtn, IN, 47403, USA
TITLE	President
NAME	Alison May
ADDRESS	7400 S Shady Side Dr, Bloomington, IN, 47401, USA
TITLE	Vice President
NAME	Jeanette Barefoot
ADDRESS	7400 S Shady Side Dr, Bloomington, IN, 47401, USA
TITLE	Secretary
NAME	Angela Martin
ADDRESS	1162 E Citation Dr, Bloomington, 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 23, 2021**.

SIGNATURE	Vicki A Pierce
TITLE	CEO

Business ID : 198306-746

Filing No. : 8990363

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: TIM CLOUGHER

Signature: 

Date: 9/28/21

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: JIM CLOUGHER

Signature: 

Date: 4/28/21

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Temporary Food Vendor

Date: 09/30/2021

Business Name: Community Kitchen Food Truck

Address: 1515 S ROGERS ST
Bloomington, IN 47408

Phone: CELL 812-332-0999

The following permit has been issued:

Permit No. 21-0212

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/30/2021

Effective Date: 09/30/2021

Expiration Date: 09/30/2022

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

Tim Clapp

Digitally signed by Tim Clapp
DN: C=US,
E=clappt@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp
Date: 2021.09.30 10:37:24-04'00'

09/30/2021

Inspector: Tim Clapp

Date

Food for Thought

A newsletter published by Community Kitchen of Monroe County, Inc.

September 2021

BOARD OF DIRECTORS

Chantel Adcock
Andrea Armstrong
Jeanette Barefoot
Jim Becker
Kyla Cox Deckard
Seth Elgar
Laurie Eynon
Elizabeth Gentry
Valeri Haughton-Motley
Gillian Johnston
Angela Martin
Alison May
Troy Maynard
Alan Simmerman
Hope Snodgrass
Jeff Watson

STAFF MEMBERS

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Ezra Awdey
Tim Clougher
Caitlin Conley
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Heather Craig
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Debbie Hopson
Ashley Mann
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Vicki Pierce
Isabela Salman
Marty Schick
Andrew Simmons
Chris Stearly
June Taylor
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COMMUNITY PARTNERS

Area 10 Agency on Aging
Bloomington Township
Boys & Girls Clubs of Blmngtn
Friend's Place
Hoosier Hills Food Bank
IU Health - Positive Link
LifeDesigns
MCCSC
Perry Township
RBBSCS
Richland Township
Stone Belt
The Rise
United Way of Monroe Co.



We don't ever print the newsletter in full color. Never have. We just had to do it this time. How could we send you a picture of this gorgeous food truck, and just print it in black and white? We are so excited for this next chapter of reaching those in need in our community! The food truck will allow us to reach more families for whom transportation is a barrier to food access. Initially, after it's passed all health department and city and county approvals, the truck will be going to Ellettsville for food service there, two days each week. After that, we will add additional county food sites as those locations of need are identified. Food will still be prepared in our S Rogers St location but we will be able to hold food at temperature and serve from a variety of locations as needs change and evolve.

In addition, we plan to use the truck in our Summer Food Service Program. That program serves children in ten or more local neighborhoods, lunch in the summer when they're out of school. While those lunches are typically cold, sack lunches, the truck will allow us to offer some warm options. We are excited about the many possibilities this offers us, without the limits of an additional physical location.

This purchase was possible through years of generous donations along with careful planning and saving. We couldn't be more proud and excited about this new way to meet community needs. Thank you!

FOLLOW US ON SOCIAL MEDIA

Please follow us on social media. You can find us by these handles:

Facebook: [monroe.community.kitchen](https://www.facebook.com/monroe.community.kitchen)

Instagram: [monroecommunitykitchen](https://www.instagram.com/monroecommunitykitchen)

Twitter: [@Monroe_ck](https://twitter.com/Monroe_ck)

Joins us and spread the word about Community Kitchen happenings!

Community Kitchen of Monroe County, Inc.

PO Box 3286
1515 S Rogers Street
Bloomington, IN 47402-3286

Phone: (812) 332-0999
Web: [monroecommunitykitchen.com](https://www.monroecommunitykitchen.com)
Email: director@monroecommunitykitchen.com



Any modifications to your floor plan should be signed no later than the next business date.
 However, if no signature is received, then your floor plan will be considered final & approved as per the last revision.
 Your floor plan should not be modified after 5 business days from time down payment was received
 because we cannot guarantee modifications after this period.

Customer authorized signature of approval

7x16 TIM CLOUGHER_ #11457

SCALED FLOOR PLAN

Date

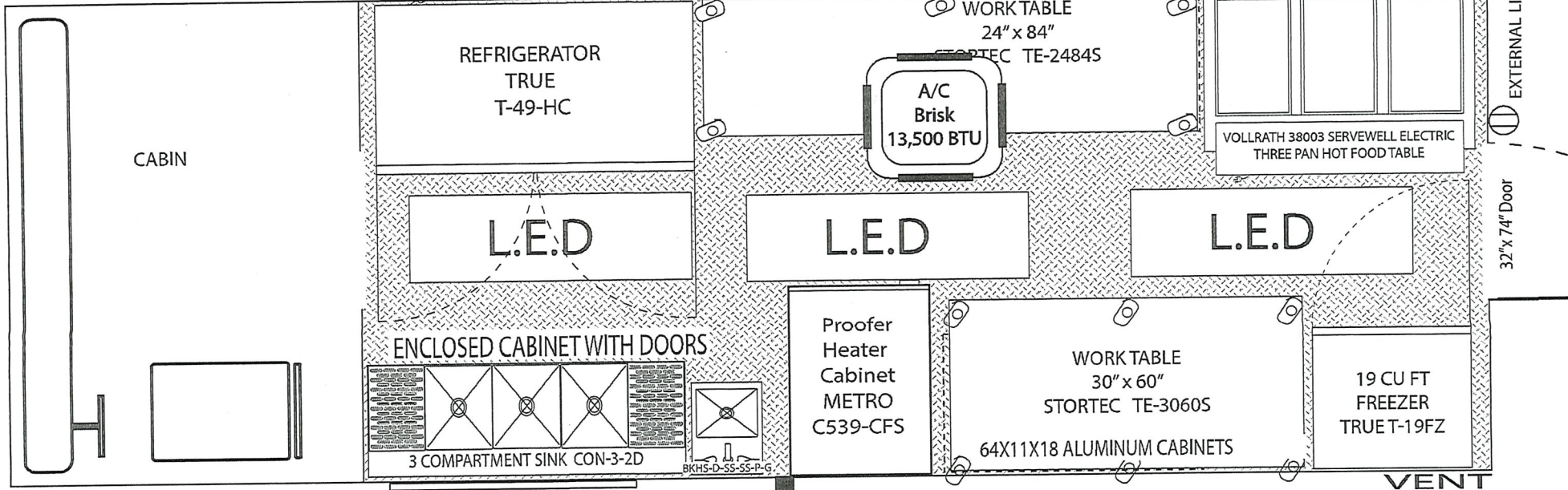
SPEAKER

VENT

L.E.D LIGHTS UNDER WINDOW

64" x 40" WINDOW W/ L.E.D Lighted Marquees

SPEAKER



SURE GRIP FLOORING
50' BUILT-IN PLUG & POWER CORD EXTENSION
EXTREME COLD PACKAGE

8000kw DIESEL COMMERCIAL GENERATOR
 ONAN 800W

18g DIESEL TANK

33G FRESH TANK

REVIEWED BY:

AA 3/13/2021

NOTE: Floorplan might change slightly once build out begins.

CONCESSION NATION, INC
1821 SW 42nd Way
Deerfield Beach, FL 33442
Ph: 888-390-4479 or 888-892-4299
Fax: 954-698-8091
Email: sales@concessionnation.com



Invoice

Invoice #

3285

Invoice Date

3/3/2021

Estimated Due Date

6/2/2021

Bill To

Ship To

Attn: Tim Clougher
Community Kitchen of Monroe County, Inc.
1515 S Rogers St,
Bloomington, IN 47403

www.ConcessionNation.com
www.ConcessionTrailersWarehouse.com
www.FastFoodTruck.com

Description	Qty
FIRE EXTINGUISHER ABC CLASS GENERAL PURPOSE METAL NOZZLE	1
CONCESSION WINDOW (PASSENGER) 64X40 WITH AWNING SLIDING GLASS WINDOW AND SCREENS	1
16" WHITE LEXAN MARQUEE, WITH L.E.D LIGHTS FOR SIGNS (A CONCESSION NATION FEATURE)	1
RV DOOR (REAR) 32"X 74"	1
WALL MOUNT SHELF ALL STAINLESS STEEL 12X60 (NSF)	1
AIR CONDITIONER ROOF TOP "BRISK" 13500 BTU HIGH EFFICIENCY	1
INSULATED ALUMINUM WALLS AND CEILING COATED WITH STAIN AND PRINT RESISTANT PAINT	16
1/4 SURE GRIP FLOORING SLIP RESISTANT ,IMPACT RESISTANCE, WATER PROOF, BACTERIA & CHEMICAL RESISTANT ANTIFATIGUE , 100% FROM RECYCLE (PEWTER)	16
FLOOR DRAIN FOR CLEANING	1
125 AMP BREAKER BOX FEEDING 110V EQUIPMENT AND LIGHTS INSIDE TRAILER	1
COMMERCIAL RATED ELECTRIC LINES AND OUTLETS	1
ELECTRICAL OUTLETS 20 AMPS EACH INCLUDING TWO GFI OUTLETS AS PER CODE.	8
L.E.D INTERIOR LIGHT 48"	3
"RAINTIGHT" POWER INLET ALL STAINLESS STEEL 220V FOR EXTERIOR POWER SOURCE	1
PLUMBING SYSTEM *PEX* ALL (NSF) INCLUDING 1 1/2 (SHEDULE 40) FOR WASTE AND P-TRAP IN EVERY SINK AS PER CODE (A CONCESSION NATION FEATURE)	1
"SHURFLO" INDUSTRIAL WATER PUMP 115 VOLT 198 GPH	1
BACK FLOW PREVENTER AND WASTE WATER BACKFLOW PREVENTER (NSF)	1
ELECTRIC WATER HEATER 4G TANK "EEMAX" EMT4 WITH FREEZE PROTECTION	1
ENCLOSED CABINET WITH DOORS 3 COMP SINK 10X14x10 (NSF) W DRAINBOARDS, MODEL: CON-3-2D" HAND SINK/ SPLASH GUARDS BKHS-D-SS-SS-P-G (NSF) 12x16x5 66" LONG	1
WALL MOUNTED SOAP DISPENSER AND TOWEL DISPENSER	1
33 GALLONS FRESH (ANSI) (NSF) WATER TANK MEASURE AT THE OVERFLOW,	1
1 1/2 RV BLADE VALVE	
52 GALLONS WASTE WATER TANK (ANSI) (NSF) 1 1/2 RV BLADE VALVE (LOCATED UNDER TRAILER)	1
Vollrath 38003 ServeWell Electric Three Pan Hot Food Table 120V - Sealed Well	1
REFRIGERATOR "TRUE" T-49-HC 55X30X79 ALL STAINLESS STEEL (NSF), 5.4 AMPS	1
FREEZER 19 CU FT TRUE" SOLID DOOR T-19FZ-HC 3.7A ZERO DEGREE (NSF)	1

Balance Due

Total

CONCESSION NATION, INC

1821 SW 42nd Way

Deerfield Beach, FL 33442

Ph: 888-390-4479 or 888-892-4299

Fax: 954-698-8091

Email: sales@concessionnation.com



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www.ConcessionNation.com
www.ConcessionTrailersWarehouse.com
www.FastFoodTruck.com

Description	Qty
WORK TABLE "STORTEC" TE-2484S ALL STAINLESS STEEL, LEGS AND UNDER SHELF (NSF)	1
WORK TABLE "STORTEC" TE-3060S ALL STAINLESS STEEL, LEGS AND UNDER SHELF (NSF)	1
DOUBLE LIGHT GREY MILITARY GRADE ALUMINUM CABINETS WITH LATCH 64W X11DX18H	1
Metro C539-CFS-4 C5 3 Series Full-Size Insulated Holding/Proofing Cabinet - Solid Door 120V 461C539CFS4 MFR #: C539-CFS-4	1
MODEL 9100 (SCISSOR) VINYL AWNING "DOMETIC" 15' "CHARCOIL GREY #4644-0000" INCLUDED HARDWARE (POWER)	1
Note: If you have LED Marquees on your windows, you cannot have your awning opened and the marquees up at the same time because damage will occur.	
8000KW DIESEL COMMERCIAL GENERATOR "ONAN" 8000W 420 LBS	1
18 GALLONS GAS/DIESEL TANK 24X8X9	1
EXTERIOR LIGHT	1
SOUND SYSTEM PACKAGE: INSTALLATION OF AMPLIFIER (TECHNICAL PRO DIGITAL HYBRID BLUETOOTH # H1502URBT), A PAIR OF SPEAKERS, 2 MICROPHONES & BANANA PLUG CABLE **** \$ 600.00	1
L.E.D LIGHTS UNDER WINDOW (A CONCESSION NATION FEATURE)	1
50' BUILT-IN PLUG & POWER CORD EXTENSION **** \$ 275.00	1
IF YOU ASK YOURSELF WHAT SEPARATED US FROM THE REST, IT IS SIMPLE. QUALITY MATERIALS ARE PART OF THE TRAILER CONSTRUCTION, THICK ALUMINUM WALLS WITH INSULATION, INSTEAD OF FRP, VINYL OR LAMINATED WOOD. PROPANE SYSTEM IS TESTED AND CERTIFIED, MAKING THESE TRAILERS STATE OF THE ART.LPH	60
	1
2020 FORD F-59 (16' box), Body: Utilimaster, A/C in cabin, sedan doors, standard flat floor - includes delivery from dealer to Concession Nation	1
16ft FOOD TRUCK CUSTOM WRAP	1
REGULAR PRICE **** \$5,100	
SPECIAL OFFER **** (\$900)	
PROMOTIONAL PRICE **** \$4,200	
NO PRINTING ***** (\$675) *** (black glossy vinyl installed)	
FINAL PRICE ***** \$ 3,525	
Note: Premium 3M vinyl, professionally installed. Warranty: 5 years on color fading, 7 years on the product itself. It includes: Printing & Installation of full custom wrap for all sides, lighting marquees and exterior folding counters. Not included: Graphics design, roof marquees, bumper of truck and roof (for bird's eye view).	
OVERLAYS PRINTED & INSTALLED (50 SQ FT) **** \$ 750.00	

Balance Due

Total

Invoice

CONCESSION NATION, INC
1821 SW 42nd Way
Deerfield Beach, FL 33442
Ph: 888-390-4479 or 888-892-4299
Fax: 954-698-8091
Email: sales@concessionnation.com



Invoice #

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Estimated Due Date

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Attn: Tim Clougher
Community Kitchen of Monroe County, Inc.
1515 S Rogers St,
Bloomington, IN 47403

www.ConcessionNation.com
www.ConcessionTrailersWarehouse.com
www.FastFoodTruck.com

Description	Qty
CREATE GRAPHIC DESIGN & SCALED TEMPLATE OF YOUR FOOD TRUCK REGULAR PRICE ***** \$1,250 APPLIED DISCOUNT ***** (\$1,250) - Not redeemable in cash. Expires 90 days from proposal date. Note: Creating Graphic Design for all sides of your trailer. This includes 1 draft (passenger side only), followed by at least 3 proofs (of all 4 sides). It includes a scaled template (to take measurements, scale design & submit art files). Note: If you decide to submit your own design to us instead, then there will be a scale template fee of \$250. If you cancel the graphic design and wrap or graphics installation after the 1st proof has been submitted to you, there will be a cancellation fee of \$400.	1
EXTREME COLD WEATHER PACKAGE 2" INSULATION (WALLS AND ROOF) , ECOGRIP (PRICE SEPARATED) . HEAT BLANKETS, TWO HEATERS, INSULATION ON INSIDE AND OUTSIDE WATER LINES	1
DOWN PAYMENT RECEIVED ON 3/03/2021 **** \$ 62,000.00 **** THANK YOU! FINAL PAYMENT DUE UPON COMPLETION, BEFORE THE TRAILER OR FOOD TRUCK LEAVES OUR FACILITY (CASHIER'S CHECK OR WIRE TRANSFER ONLY) **** \$ 71,053.50 6% SALES TAX ADDED TO SUBTOTAL OF \$ 125,475.00 **** \$ 7,528.50 1% Discretionary Sales Surtax (up to \$5,000) **** \$	
VIN # 1F65F5KN0L0A19178	
Delivery fee not included.	

Full disclosures, warranties, terms and conditions provided upon purchase.

Balance Due

Total

Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



COMMUNITY KITCHEN FOOD FOR ALL
COMMISSARY @ 1515 S ROGERS STREET
COMMUNITY KITCHEN OF MONROE COUNTY
BLOOMINGTON, IN 47403

2021

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.

OCT 12 2021

Issued _____

By _____

Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



Monroe County Health Department

Health Department

Futures Family Planning Clinic

Public Health Clinic

Monroe County, Indiana

119 W. 7th Street
(812) 349-2543

119 W. 7th Street
(812) 349-7343

333 E. Miller Drive
(812) 353-3244

October 1, 2021

Community Kitchen Food for All Food Truck
Attn: Tim Clougher
P.O. Box 3286
Bloomington, IN 47402

Dear Mr. Clougher:

Re: Plan Review of *"Community Kitchen Food for All Food Truck – Commissary @ Community Kitchen"*

The Monroe County Health Department has reviewed the submitted plan review application and questionnaire for *"Community Kitchen Food for All Food Truck"* as it pertains to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments.

Your plans are approved at this time.

Please contact us for a preopening inspection. Paperwork will be issued for you to obtain your MOBILE FOOD ESTABLISHMENT PERMIT during the preopening inspection. If you have any questions or if we may be of any assistance to you during this process please feel free to call us.

Respectfully,

Nicole C. Wagner

Nicole C. Wagner, BS
Monroe Co Health Dept.
Food Protection
(812) 349-2739

Cc. Co Building Dept. and City Fire Dept, City of Bloomington Utilities Dept.



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-57**

**Mobile Vendor in Public Right of Way
Community Kitchen of Monroe County, Inc.**

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

WHEREAS, Community Kitchen of Monroe County, Inc. (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on October 26, 2021, and ending on October 26, 2022.

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

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

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

RESOLUTION 2021-57

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

ADOPTED THIS 26th DAY OF OCTOBER, 2021.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-57** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Tim Clougher, Assistant Director
Community Kitchen of Monroe County, Inc.

Date: _____



Board of Public Works Staff Report

Project/Event: Push Cart in Right of Way – Resolution 2021-58

Petitioner/Representative: Frank Kerker, Sober Joe Coffee, Inc.

Staff Representative: Marnina Patrick

Meeting Date: October 26, 2021

Frank Kerker, owner of Sober Joe Coffee, Inc., has applied to renew their pushcart license to operate in the right of way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling coffee.

This application is for 1 YEAR.

Staff is supportive of the request.

Marnina Patrick

Sober Joe - 2021



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Frank Kerker	
Title/Position:	Owner	
Date of Birth:	9/26/58	
Address:	2750 S. Walnut #	
City, State, Zip:	Bloomington IN 47401	
E-Mail Address:	FKerker@gmail.com	
Phone Number:	Mobile Phone:	812360-9088

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:	SOBEN JOE COFFEE			
Address of Employer:	2750 S. WALNUT			
City, State, Zip:	Bloomington IN			
Employment Start Date:			End Date (If known):	
Phone Number:	812 360-9088			
Website / Email:	www.sobenjoe.com			
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address
Frank Kenken	2750 S. WALNUT ST 47401

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

Date of incorporation or organization:	2/19
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

FEIN: 86-1939770

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

Planned hours of operation:

TBD

Place or places where you will conduct business (If private property, attach written permission from property owner):

TBD

Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?

Yes ☐

No ☒

(If Yes) Provide details

SOBER JOE

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

- ☒ Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- ☒ Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- ☒ A copy of your business's registration with the Indiana Secretary of State.
- ☒ A copy of your Employer ID number
- ☒ A signed copy of the Prohibited Location Agreement
- ☒ A signed copy of the Standards of Conduct Agreement
- ☐ Fire inspection (if required) *NA*
- ☒ Picture of pushcart
- ☒ 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:

10/15/2021

Received By:

Marnina P.

Date Approved:

10/19/2021

Approved By:

Larry A.



Coverage provided by

Erie Insurance Company

100 Erie Insurance Place Erie, PA 16530

erieinsurance.com

Erie Insurance Company

NAIC Code 26263

ErieSecure Business™ Policy Declarations

New Declarations

Mailing name and address for Insured

SOBER JOE'S COFFEE, LLC
2750 S WALNUT STREET PIKE
BLOOMINGTON IN 47401-8461



FF3552

Named Insured's full name

SOBER JOE'S COFFEE, LLC

Legal entity

Limited Liability Company

Agent

FF3552 INTEGRITY FIRST INSURANCE SERVICE

Policy period

10/10/2021 to 10/10/2022

Policy number

Q61 0139565

Agent address and phone

INTEGRITY FIRST INSURANCE SERVICE
202 E TEMPERANCE ST
ELLETTSVILLE, IN 47429-1836

Policy period begins at 12:01 A.M. standard time on the effective date and ends at 12:01 A.M. standard time on the expiration date. Standard time is determined at the stated address of the Named Insured.

Agency email address

phillip@infirfirstins.com

Agency website

<http://www.integrityfirstinsuranceservices.com>

The insurance applies to those premises described below. This is subject to all applicable terms of the policy and attached forms and endorsements.

Policy Discounts

Multi-policy

Premium Summary

Total net premium:

\$300

Final premium:

\$300.00

(This is not a bill. Your invoice will follow in a separate mailing.)

Liability Protection

Commercial general liability coverage

Coverage

Bodily injury and property damage

Deductible

Limit

\$1,000,000 Each
occurrence

Processed on: 10/12/2021 (See reverse side)

Insured name: SOBER JOE'S COFFEE, LLC
Policy number: Q61 0139565
Policy period: 10/10/2021 to 10/10/2022

Page 2 of 4

Liability Protection (continued)

Commercial general liability coverage

Coverage	Deductible	Limit
Personal and advertising injury		\$1,000,000 Any one person or organization
Medical expense payments		\$10,000 Any one person
Damage to premises rented to you – Fire legal liability		\$1,000,000 Any one premises
General aggregate		\$2,000,000
Products – Completed operations aggregate		\$2,000,000
Non-owned automobile liability and/or hired automobile liability		Included
Damage to customers autos - Legal liability	\$200	Included

Property Protection

Risk information for Location 1 - Building 1

Address:	2750 S WALNUT STREET PIKE	Insured interest:	Building owner
City/State:	BLOOMINGTON, IN		
Zip code:	47401		
County:	Monroe		
Occupancy/Operations:	30003B Coffee shop - no commercial cooking - no seating		

Schedule of Forms

Form number	Edition date	Description
CG0001	04/13 *	Commercial General Liability Coverage Form
CG0123	03/97 *	Indiana Changes - Pollution Exclusion
CG2106	05/14 *	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2109	06/15 *	Exclusion - Unmanned Aircraft
CG2170	01/15 *	Cap on Losses from Certified Acts of Terrorism
EPP0006	10/19 *	ErieSecure Business Extra Liability Coverages
EPP0008	10/19 *	Policy Change Endorsement - Exclusions
EPP0009	10/19 *	Exclusion - Professional Liability
EPP0011IN	10/19 *	Indiana Liability Change Endorsement
EPP0027	10/19 *	Important Notice to Indiana Policyholders - ErieSecure Business
EPP3208	10/19 *	Exclusion - Lead Liability
EPP4000IN	10/19 *	ErieSecure Business Policy - Indiana
EPP4001	10/19 *	Amendment of Mobile Equipment Definition
EPP4002	10/19 *	Pollutants Redefined
EPP4003	10/19 *	Important Notice to Indiana Policyholders Indiana Coal Mine Subsidence Insurance
EPP4007	10/19 *	Coverage for Punitive Damages
IL985H	03/21 *	Disclosure Pursuant to Terrorism Risk Insurance Act



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.

Frank Kenken
Name, Printed

[Signature]
Signature

10/1/21
Date Release Signed



ARTICLES OF INCORPORATION DOMESTIC CORPORATION

State Form 4159 (R22 / 6-18)

Approved and Filed
201810091283428/8053280
Filing Date: 10/10/2018
Effective :10/09/2018 11:00
CONNIE LAWSON
Indiana Secretary of State

Indiana Code 23-1-21-2
23-1.3-4-2
23-1.5-1-1
23-0.5-9-1
23-1.5-2-3

FILING FEE: \$100.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form

- ☐ a for-profit corporation, pursuant to the Indiana Business Corporation Law,
☒ a benefit corporation, pursuant to the Indiana Benefit Corporation Act,
☐ a professional corporation, pursuant to the Indiana Professional Corporation Act 1983, executes the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of the Corporation: (The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof)

SOBER JOE COFFEE, INC.

Address of Principal Office (number and street)

2750 S. WALNUT STREET

City

BLOOMINGTON

State

IN

ZIP code

47401

ARTICLE II - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Electronic Service of Process Information

Sending an e-mail to the e-mail address provided by a registered agent is NOT sufficient to effectuate valid service of process.

The Secretary of State is currently collecting a service of process e-mail address for registered agents. Until the Indiana Supreme Court writes rules and develops a technical solution, valid service may not be effectuated electronically.

If you do not want to provide a service of process e-mail address, you may choose to use a commercial registered agent. Because all commercial registered agents are required to have a service of process e-mail address on record with the Secretary of State, choosing to use a commercial registered agent means that you are not required to provide another service of process e-mail address.

Provide either commercial registered agent or noncommercial registered agent information below.

☐ Commercial registered agent

Name of registered agent (Do not provide address.)

OR

☒ Noncommercial registered agent

Name of registered agent

FRANK KERKER

Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)

2750 S. WALNUT STREET

City

BLOOMINGTON

State

IN

ZIP code

47401

E-mail address of the registered agent at which the registered agent will accept electronic service of process

FPKERKER@AOL.COM

☒ By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE III - AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 1,000

If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE VI - INCORPORATORS (INCORPORATORS MAY NEVER BE AMENDED.)

Name	Number and Street or Building	City	State	ZIP code
ERIN M. MARTOGLIO	400 W. 7TH STREET STE 110	BLOOMINGTON	IN	47404

2018 OCT -9 AM 7:08

Approved and Filed
201810091283428/8053280
Filing Date: 10/10/2018
Effective: 10/09/2018 11:00

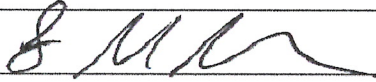
SIGNATURE

In Witness Whereof, the undersigned _____ INCORPORATOR/ATTORNEY _____ of said Corporation signs these Articles of
(Title)

Incorporation and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 3RD day of OCTOBER, 20 18.

Signature



Printed name

ERIN M. MARTOGLIO



**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: Solomon Joo

Signature: [Signature]

Date: 10/18/21



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - 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: _____

Signature: _____

Date: _____

Franklin S. Joe
10/1/21



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



SOBER JOE COFFEE CART

FRANK KERKER

615 KIRKWOOD AVENUE - BLOOMINGTEA

BLOOMINGTON, IN 47401

2021

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

Issued OCT 12 2021
By Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-58**

**Pushcart in Public Right of Way
Sober Joe Coffee, Inc.**

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

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

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

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 October 26, 2022.

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

RESOLUTION 2021-58

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 26th DAY OF OCTOBER, 2021.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2021-58 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Frank Kerker, Owner
Sober Joe Coffee, Inc.

Date: _____

RESOLUTION 2021-58



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: October 26, 2021

The Department of Public Works requested and received an Outdoor Lighting Service Agreement to install a light at the intersection of W 3rd Street and N Rogers Street

Intersection of W 3rd Street and N Rogers Street

Locations: Intersection of W 3rd Street and N Rogers Street

Fixtures: One (1) 70 Watt LED Roadway fixture

Poles: Existing wooden pole

Funding Source: Local Roads and Streets Fund

Option A: \$1,398.79

Estimated Monthly Charge: \$5.75

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$1,398.79

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals:

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



10/12/2021

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject: Intersection of W 3rd St & N Rogers St

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000021841		10/12/2021
	Agreement Coverage			Agreement Number		Current Date
83902673	42630087	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision	Intersection of W 3rd St & N Rogers St			
Service Address				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address				
Service City, State, Zip code				
Mailing Name	CITY OF BLOOMINGTON			
Mailing Business Name				Notes:
Mailing Address	PO BOX 100			
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/10/2022
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,398.79	\$4.04	\$1.71	1	\$5.75	\$5.75	\$5.75
Option B - 1 Year Agreement Initial Term	\$121.90	\$4.04	\$1.71	1	\$127.65	\$127.65	\$5.75
Option C - 3 Year Agreement Initial Term	\$39.04	\$4.04	\$1.71	1	\$44.79	\$44.79	\$5.75
Option D - 5 Year Agreement Initial Term	\$24.95	\$4.04	\$1.71	1	\$30.70	\$30.70	\$5.75
Option E - 7 Year Agreement Initial Term	\$18.96	\$4.04	\$1.71	1	\$24.71	\$24.71	\$5.75
Option F - 10 Year Agreement Initial Term	\$14.53	\$4.04	\$1.71	1	\$20.27	\$20.27	\$5.75

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

10/12/2021

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$4.04	\$1.71	1	\$5.75
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									5.75

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
2	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Light Shield Glare Roadway LED 4 Rows x 2 Panels Wide House Side
1	Side Mount Bracket - 18 IN - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

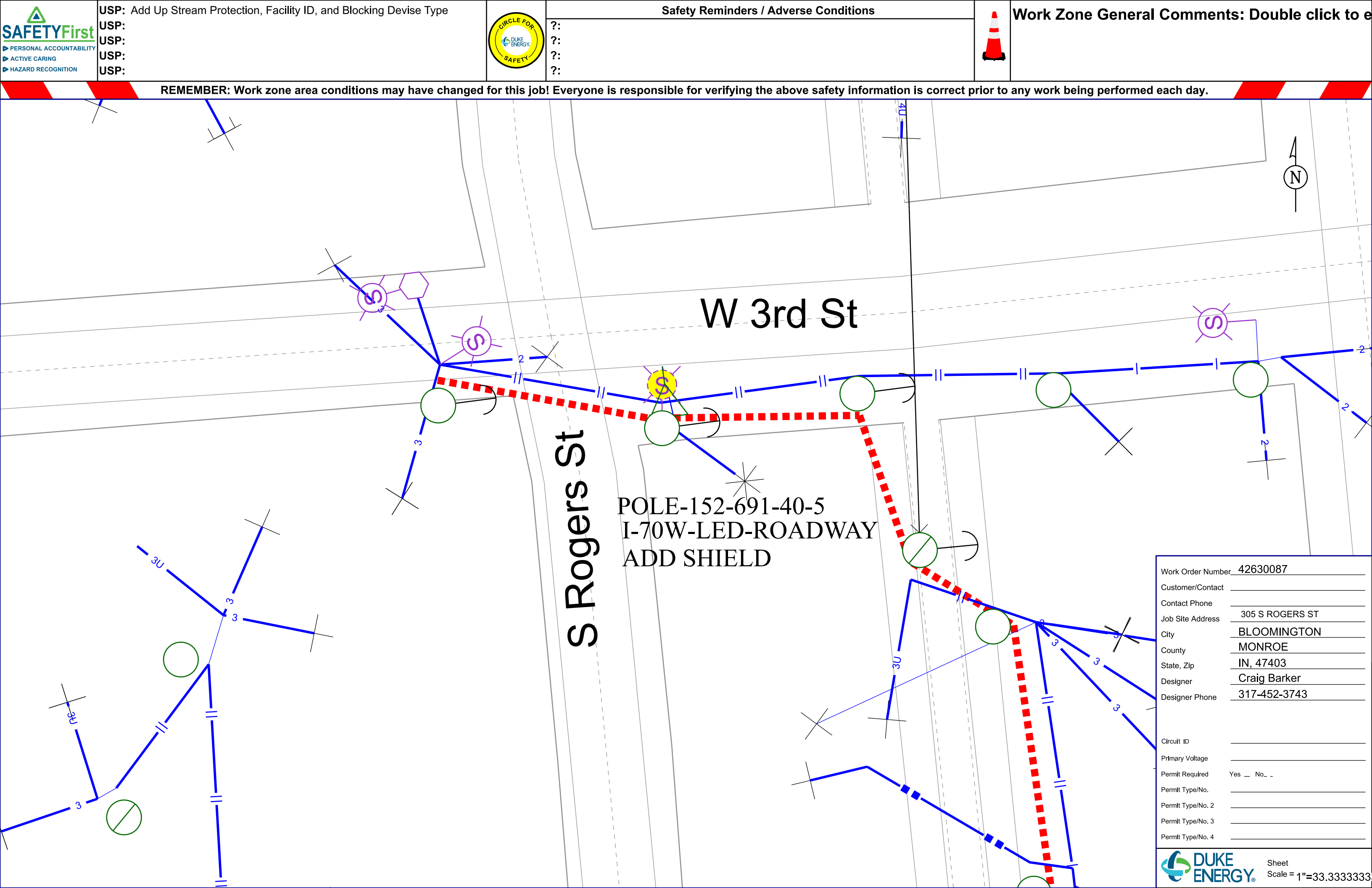
SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

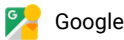
Work Order Number	42630087
Customer/Contact	
Contact Phone	
Job Site Address	305 S ROGERS ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

Google Maps N Rogers St

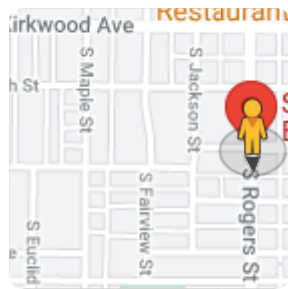


Image capture: May 2019 © 2021 Google

Bloomington, Indiana



Street View - May 2019





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: October 26, 2021

The Department of Public Works requested and received an Outdoor Lighting Service Agreement to replace four existing 250 Watt HPS fixtures that were creating a light trespass issue for a resident off of E 2nd Street.

South Side of E 2nd Street

Locations: South side of E 2nd Street near S Woodcrest Drive

Fixtures: Four (4) 70 Watt LED Roadway fixtures

Poles: Existing concrete poles

Funding Source: Local Roads and Streets Fund

Option A: \$4,585.12

Estimated Monthly Charge: \$22.33

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$4,585.12

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals:

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

☐ ☐

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

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



10/4/2021

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000021783		10/4/2021
	Agreement Coverage			Agreement Number		Current Date
83902673	42543001	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision	E 2 nd Street near Woodcrest			
Service Address				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address				
Service City, State, Zip code				
Mailing Name	CITY OF BLOOMINGTON			
Mailing Business Name				Notes:
Mailing Address	PO BOX 100			
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/2/2022
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$4,585.12	\$15.49	\$6.84	4	\$22.33	\$5.58	\$5.58
Option B - 1 Year Agreement Initial Term	\$399.58	\$15.49	\$6.84	4	\$421.91	\$105.48	\$5.58
Option C - 3 Year Agreement Initial Term	\$127.98	\$15.49	\$6.84	4	\$150.31	\$37.58	\$5.58
Option D - 5 Year Agreement Initial Term	\$81.80	\$15.49	\$6.84	4	\$104.13	\$26.03	\$5.58
Option E - 7 Year Agreement Initial Term	\$62.15	\$15.49	\$6.84	4	\$84.48	\$21.12	\$5.58
Option F - 10 Year Agreement Initial Term	\$47.61	\$15.49	\$6.84	4	\$69.94	\$17.49	\$5.58

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

10/4/2021

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$3.87	\$1.71	4	\$22.33
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									22.33

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	4

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
4	Light Shield Glare Roadway LED 4 Rows x 2 Panels Wide House Side

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
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- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

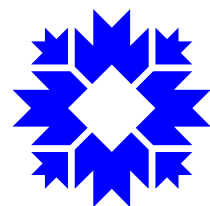
OUTDOOR LIGHTING SERVICE AGREEMENT

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- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

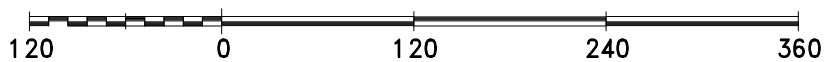


City of Bloomington
Public Works



Scale: 1" = 120'

By: smithc
20 Oct 21



For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: October 26, 2021

The Department of Public Works was notified by Duke Energy that two street lights within the Sherwood Oaks neighborhood were structurally unsafe, at the end of their life and need to be replaced.

Sherwood Oaks Neighborhood

Locations: Intersection of S Allendale Drive & E Clairmont Place and at 1514 E Dustan Drive

Fixtures: Two (2) 50 Watt LED Traditional fixtures with a black finish

Poles: Two (2) 15ft aluminum poles with a black finish

Funding Source: Local Roads and Streets Fund

Option A: \$4,551.52

Estimated Monthly Charge: \$7.43

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$4,551.52

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals:

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



8/26/2021

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject: Intersection of S Allendale Drive & E Clairmont Place and E Dunstan Drive

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000021461		8/26/2021
	Agreement Coverage			Agreement Number		Current Date
8530-4004-01	42124739	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision	Intersection of S Allendale Drive & E Clairmont Place and E Dunstan Drive			
Service Address				
Service Address				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service City, State, Zip code				
Mailing Name	CITY OF BLOOMINGTON			
Mailing Business Name				
Mailing Address	PO BOX 100			Notes:
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 11/24/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$4,551.52	\$4.99	\$2.44	2	\$7.43	\$3.72	\$3.72
Option B - 1 Year Agreement Initial Term	\$396.65	\$4.99	\$2.44	2	\$404.08	\$202.04	\$3.72
Option C - 3 Year Agreement Initial Term	\$127.04	\$4.99	\$2.44	2	\$134.48	\$67.24	\$3.72
Option D - 5 Year Agreement Initial Term	\$81.20	\$4.99	\$2.44	2	\$88.63	\$44.31	\$3.72
Option E - 7 Year Agreement Initial Term	\$61.70	\$4.99	\$2.44	2	\$69.13	\$34.56	\$3.72
Option F - 10 Year Agreement Initial Term	\$47.26	\$4.99	\$2.44	2	\$54.70	\$27.35	\$3.72

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

8/26/2021

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Traditional LED 50W Black (RAL9017) Type III	3,303	50	0.0500	200	\$2.49	\$1.22	2	\$7.43
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									7.43

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 15 Ft Long Direct Buried Top Tenon Aluminum Black	2

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

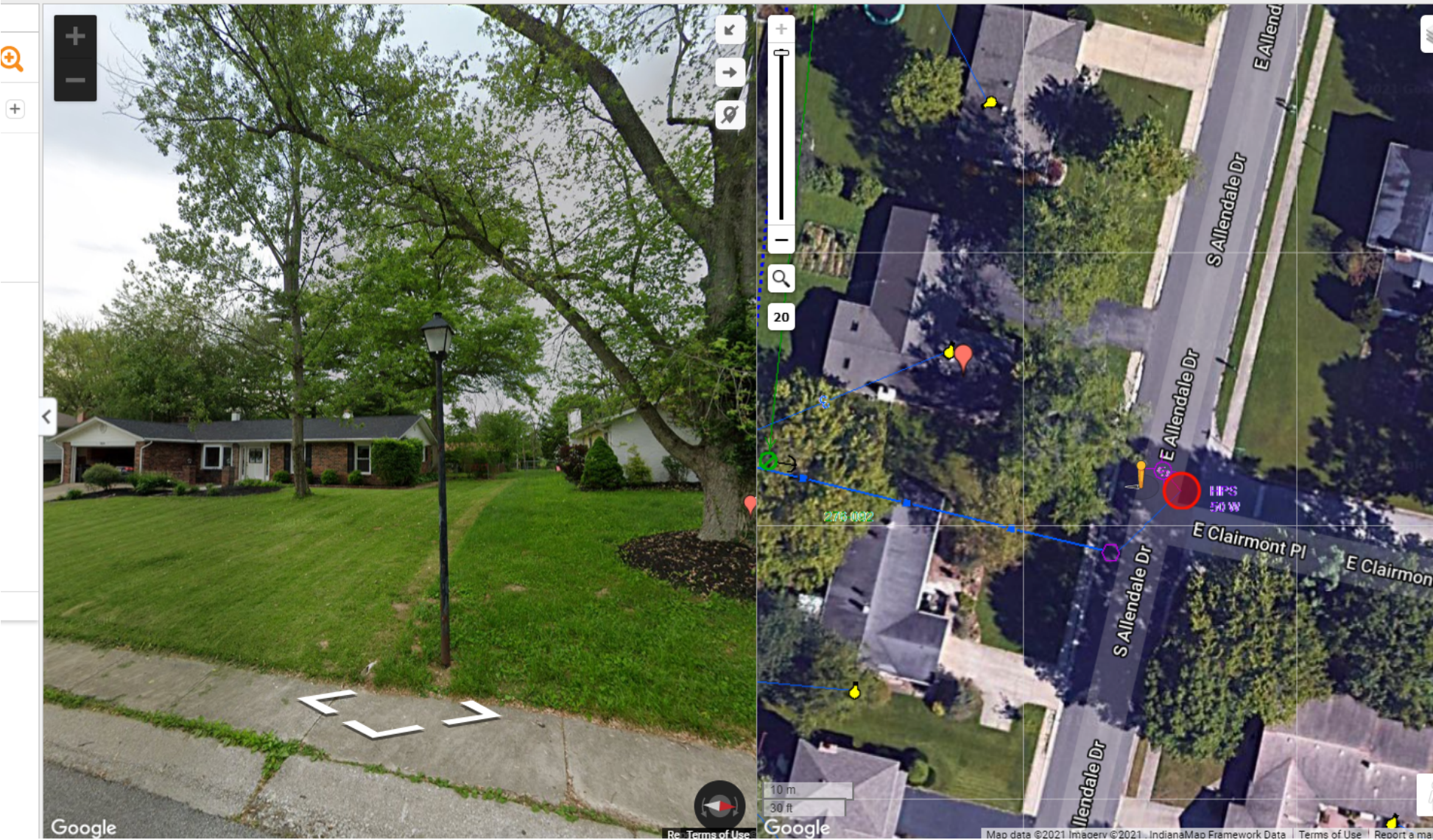
OUTDOOR LIGHTING SERVICE AGREEMENT

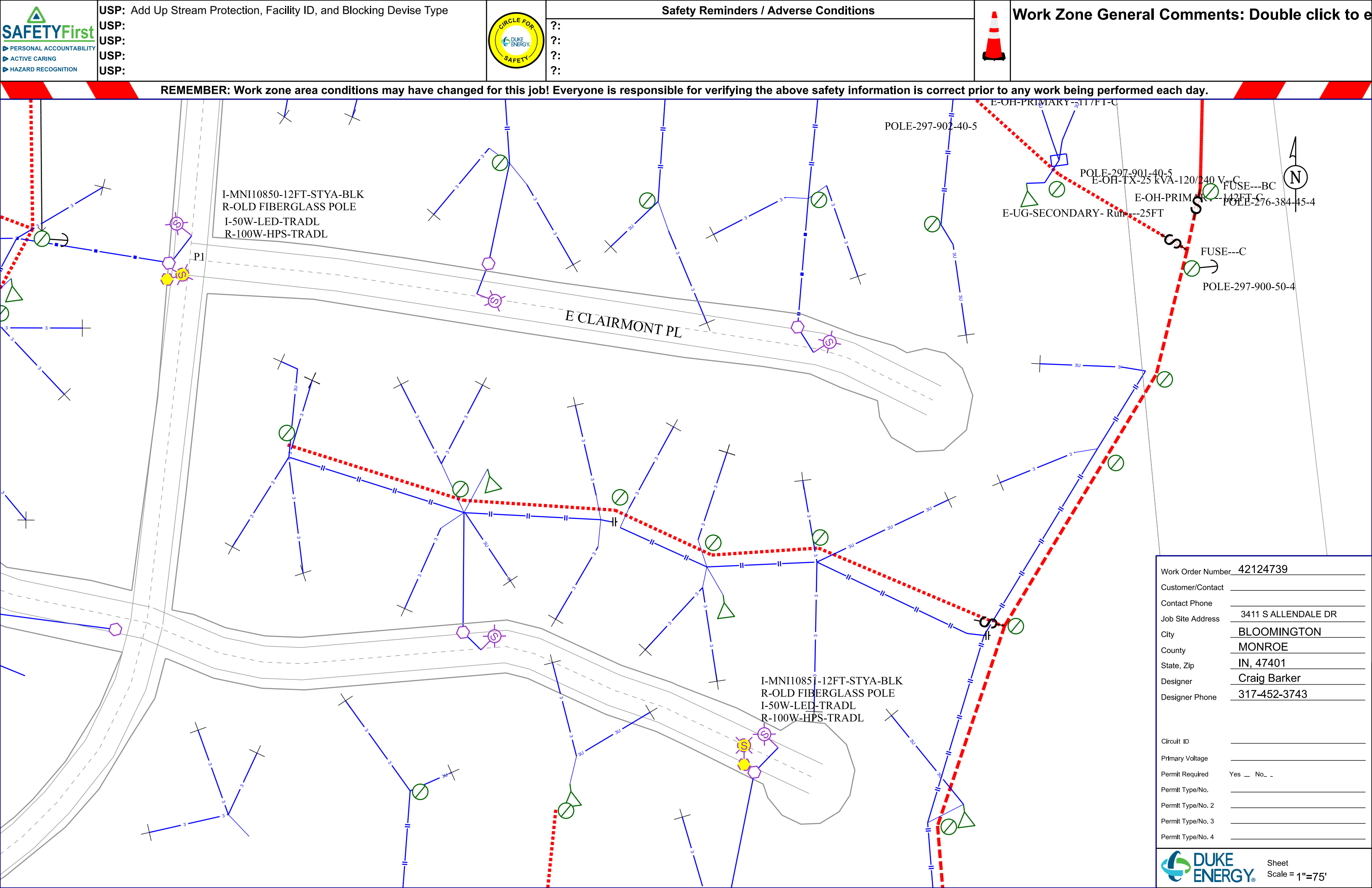
EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
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- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

Unsafe street light pole at the end of E Dunstan Dr







SAFETYFirst

PERSONAL ACCOUNTABILITY

ACTIVE CARING

HAZARD RECOGNITION

USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type

USP:

USP:

USP:

USP:

CIRCLE FOR

DUKE ENERGY

SAFETY

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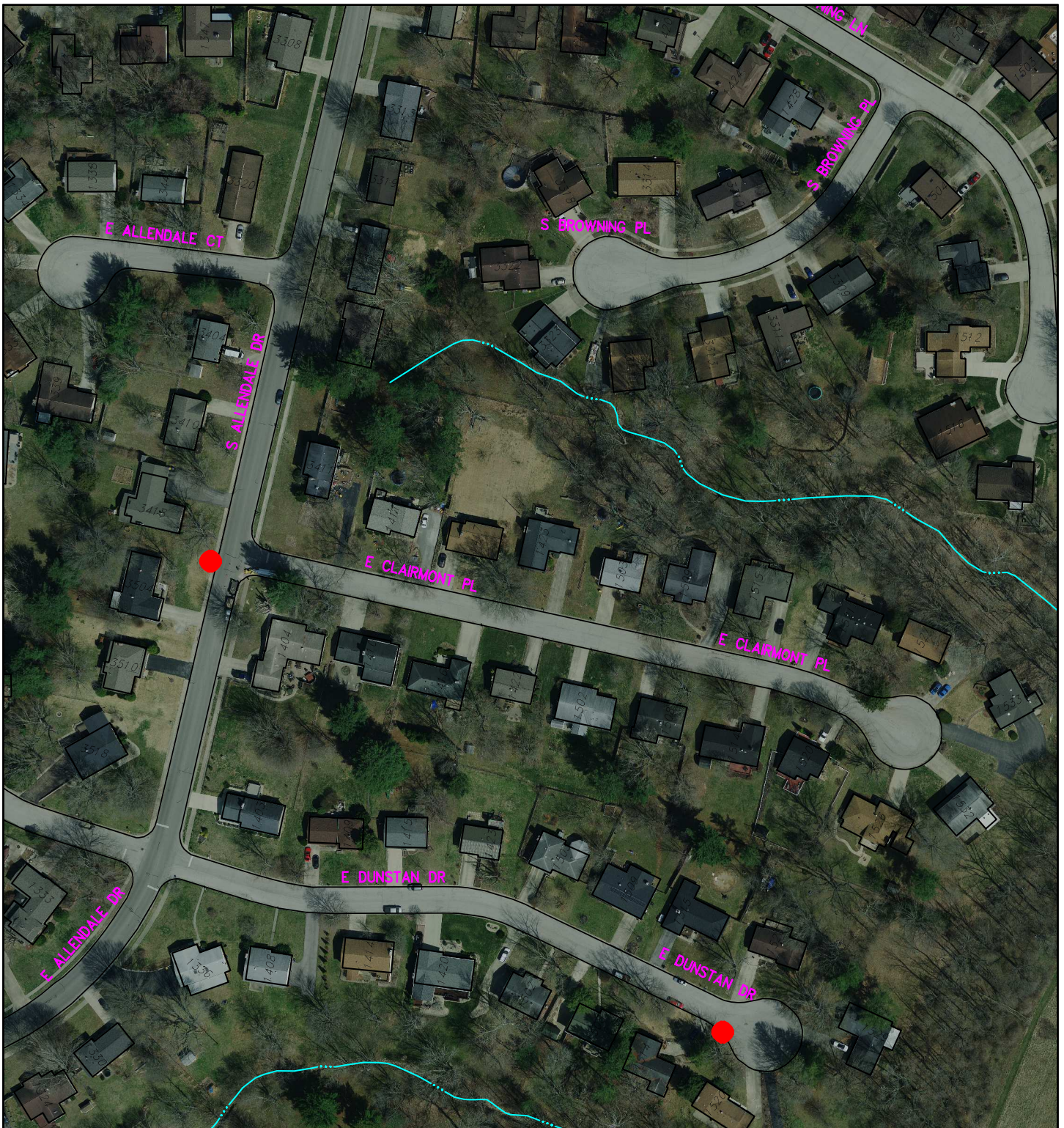
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Work Zone General Comments: Double click to e

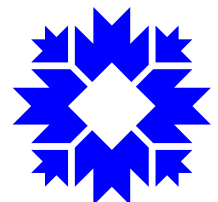
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

Work Order Number	42124739
Customer/Contact	
Contact Phone	
Job Site Address	3411 S ALLENDALE DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



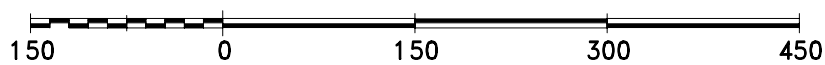
📍 Proposed locations

City of Bloomington
Public Works



Scale: 1" = 150'

By: smithc
4 Oct 21



For reference only; map information NOT warranted.

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/22/2021	Payroll				490,283.80
					<u>490,283.80</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 \$ 490,283.80

Dated this 26th day of October year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event:	Request to approve Resolution 2021-54 agreement for the encroachment of planters, rain gardens, benches, and bicycle racks in the Right-of-Way at 2851 East Longview Avenue
Staff Representative:	Emily Herr
Petitioner/Representative:	Scannell Properties
Date:	October 26, 2021

Report: Scannell Properties is requesting approval to encroach into the right-of-way with planters, rain gardens, benches, and bicycle racks associated with a new development at 2851 E Longview Avenue. This development project is currently in the grading permit review stage with City staff and the designers. This request is to approve the types of encroaching items (i.e. bicycle racks) before the grading permit is released. The resolution will be updated with a site survey showing the exact approved, as-built locations of the encroaching items once they are installed at the end of construction.

October 5, 2021

Bloomington Board of Public Works
401 N Morton St
Bloomington, IN 47403

RE: 2851 E. Longview Avenue - Encroachment Items

Dear Board Members,

Below is a description of the items of encroachment that have been indicated on the attached site plan and building elevation as being located in the public right of way.

1. Bike Racks

The development has six (6) proposed ground mounted bicycle "U" rack located between the public sidewalk and Pete Ellis Drive, near the corner of Pete Ellis and Longview Ave. The bike racks are surface mount "U" shape and can be removed if needed in the future.

2. Rain Garden and planting beds

The development has a proposed rain garden in the ROW located at the southeast corner of the site at Pete Ellis Drive and Longview Avenue.

The development has a proposed rain garden in the ROW located in the parking island along Pete Ellis Drive

The development has a proposed planting bed at the northeast corner of the site containing shrubs

The site plan included a third area impeding in the ROW. Applicant will revise this area to remove permanent, private structures from the ROW and will not need to be included in the encroachment agreement. This is depicted as item 3 on the attachments.

Attached please an exhibit illustrating above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,




Tom Jasin, Development Manager
Scannell Properties

**DULY ENTERED
FOR TAXATION**

OCT 20 2015

Eric Schmitz
Auditor Monroe County, Indiana

2015014638 WAR \$18.00
10/21/2015 02:47:46P 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented


Grantee Address:
same as tax statement

Send tax statement to:
PO Box 3490
Bloomington IN
47402

WARRANTY DEED

THE GRANTOR(S), Norman W. Deckard, an adult of legal age, of Monroe County, in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, CONVEY AND WARRANT to the GRANTEE, Curry Urban Properties, LLC, an Indiana limited liability company of Monroe County, in the State of Indiana, the following described Real Estate in Monroe County, in the State of Indiana, to-wit:

Lot Number 8 located in Deckard East Third Street Subdivision, Monroe County, Indiana, as recorded in Plat Cabinet C, Envelope 334, in the office of the Recorder of Monroe County, Indiana.

More commonly known as Pete Ellis Drive and Longview Drive, Bloomington, Indiana

Subject to the following: Purchaser will maintain existing connection of the ground water detention pipe system running from the Northeast side of Lot #8 to the Southwest side of Lot #8. Said line may be moved or upgraded but may not be changed in such a way as to limit existing detention and drainage of ground water. In other words, said pipe system shall continue to serve the general purpose of which it was originally built. Additionally, all new ground water "detention" or "retention" for drainage of ground water shall be stored underground in a piping system connected and continuing the existing drainage system now in place throughout the Deckard East Third Street Subdivision. No above-ground storm water "detention" or "retention" will be permitted. This shall run with the land.

Purchaser will not construct a project on Lot 8 that has on-street parking either parallel, angled or directly accessing Longview Avenue, 7th Street. City of Bloomington permitted lot entrance for parking shall be used.

Subject to Utility Easement dated September 13, 1988 to Indiana Bell Telephone Company and recorded on October 6, 1988 in Deed Record Book 352, page 524 in the office of the Recorder of Monroe County, Indiana.

Subject to a Sanitary Sewer Easement along the East side of the lot as shown on the recorded plat thereof, recorded in Plat Cabinet C, Envelope 334, in the office of the Recorder of Monroe County, Indiana.

- Subject to:
- (1) Covenants, conditions, restrictions, easements, and rights of way, apparent or of record;
 - (2) All applicable zoning laws and ordinances;
 - (3) Real Estate Taxes: all real estate taxes of record

IN WITNESS WHEREOF, the Grantor(s) has executed this deed this 19th day of October, 2015.

Norman W. Deckard
Norman W. Deckard

STATE OF INDIANA, COUNTY OF MONROE, ss:

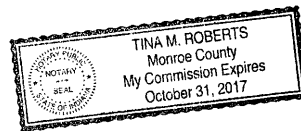
Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of October, A.D., 2015, personally appeared the within named Norman W. Deckard, an adult of legal age and is personally know to me or proved their identity by showing a government issued photo identification who executed the foregoing Warranty Deed in my presence and acknowledged the same to be their voluntary act and deed, and acknowledged the truth of the statements contained therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

Oct 31, 2017

Tina M. Roberts
Notary Public
Tina M. Roberts
Printed Name
Monroe
County of Residence



This Instrument Prepared by: Robert Delano Jones, Attorney at Law.
Our File #15-154

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.
/s/ Robert Delano Jones, Attorney at Law

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

CERTIFICATE OF ASSUMED BUSINESS NAME

of

CURRY REAL ESTATE DEVELOPMENT & MANAGEMENT, LLC

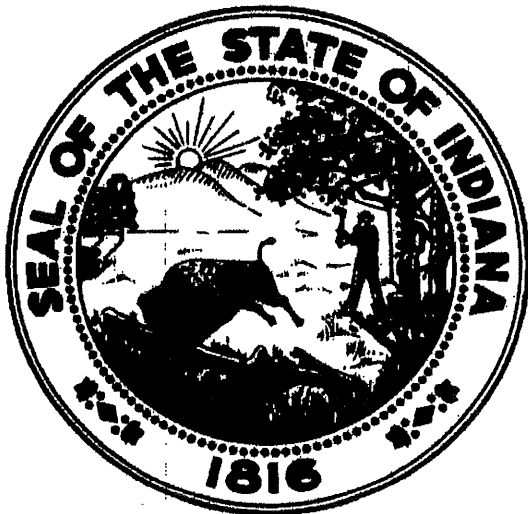
I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

CURRY URBAN PROPERTIES

Indiana Secretary of State
Packet: 2008090800574
Filing Date: 10/11/2011
Effective Date: 10/11/2011

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, October 11, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 11, 2011.

Charles P. White

CHARLES P. WHITE,
SECRETARY OF STATE

2008090800574 / 2011101239416

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-54**

Encroachment with Curry Urban Properties

WHEREAS, Curry Real Estate Development & Management, LLC, d/b/a Curry Urban Properties (hereinafter "Owner") owns the real property at 2851 East Longview Avenue, which real estate is more particularly described in a deed recorded as Instrument No. 2015014638, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the building on the Real Estate will be constructed under a grading permit; and

WHEREAS, the development of this Property was approved under Ordinance 21-31; and

WHEREAS, Owner wishes to install the following types of encroachments over and upon the public right of way adjacent to its Property: rain gardens, planting beds, benches, and bicycle racks. The rain gardens, planting beds, benches, and bicycle racks are proposed to be placed at various locations adjacent to the Property; and

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

WHEREAS, the final locations of the proposed structures will be approved by the Engineering Department and will not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. The Owner shall be allowed to install rain gardens, planters, and bicycle racks in the right of way immediately adjacent to its Property at 2851 East Longview Avenue, with the agreement that the plant materials, bicycle rack materials, bench materials, planter materials, and the exact locations will be approved by City Engineering Staff in conjunction with Planning Staff, City of Bloomington Utilities, and the Urban Forester during Grading Permit review and any necessary minor changes that need to be approved during or post construction.
2. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance of the landscape materials and shall bear all expense regarding such maintenance.
3. Except as approved by the City Engineering Staff pursuant to Section 1 above, the encroachments shall not deviate from the pending design which is proposed in concept and depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. The final approved and as-built design shall be submitted and inspected for compliance and a replacement encroachment resolution may be drafted.
4. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
5. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
6. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
7. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the recorded Resolution to the Engineering Department, which must include the Monroe County Recorder's file information.

8. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
9. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
10. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
11. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

12. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
13. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
14. Tyler E. Curry, as Member of Curry Real Estate Development & Management, LLC, d/b/a/ Curry Urban Properties, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2021-54 this _____ day of _____, 2021.

CITY OF BLOOMINGTON

BOARD OF PUBLIC WORKS

By: _____
Dana Henke, President

By: _____
Beth H. Hollingsworth, Vice Pres.

By: _____
Kyla Cox Deckard, Secretary

**CURRY REAL ESTATE
DEVELOPMENT & MANAGEMENT,
LLC, d/b/a/ CURRY URBAN
PROPERTIES**

By: _____
Tyler E. Curry, Member

Date: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Dana Henke, Beth H. Hollingsworth, and Kyla Cox Deckard, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Tyler E. Curry, as Member of Curry Real Estate Development & Management, LLC, d/b/a/ Curry Urban Properties, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

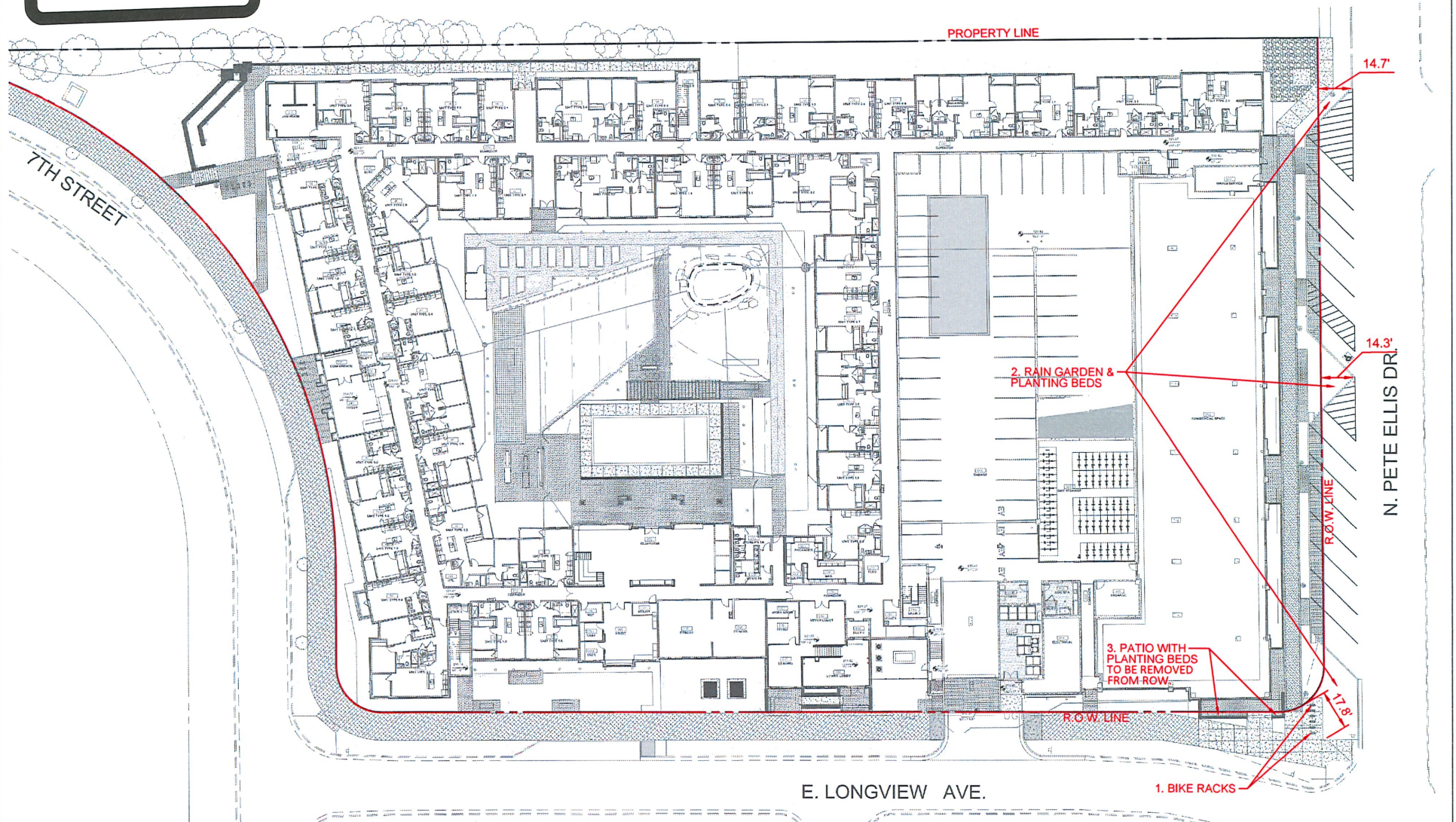
I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jacquelyn F. Moore

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

EXHIBIT

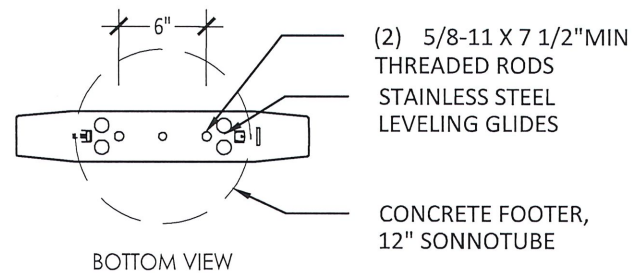
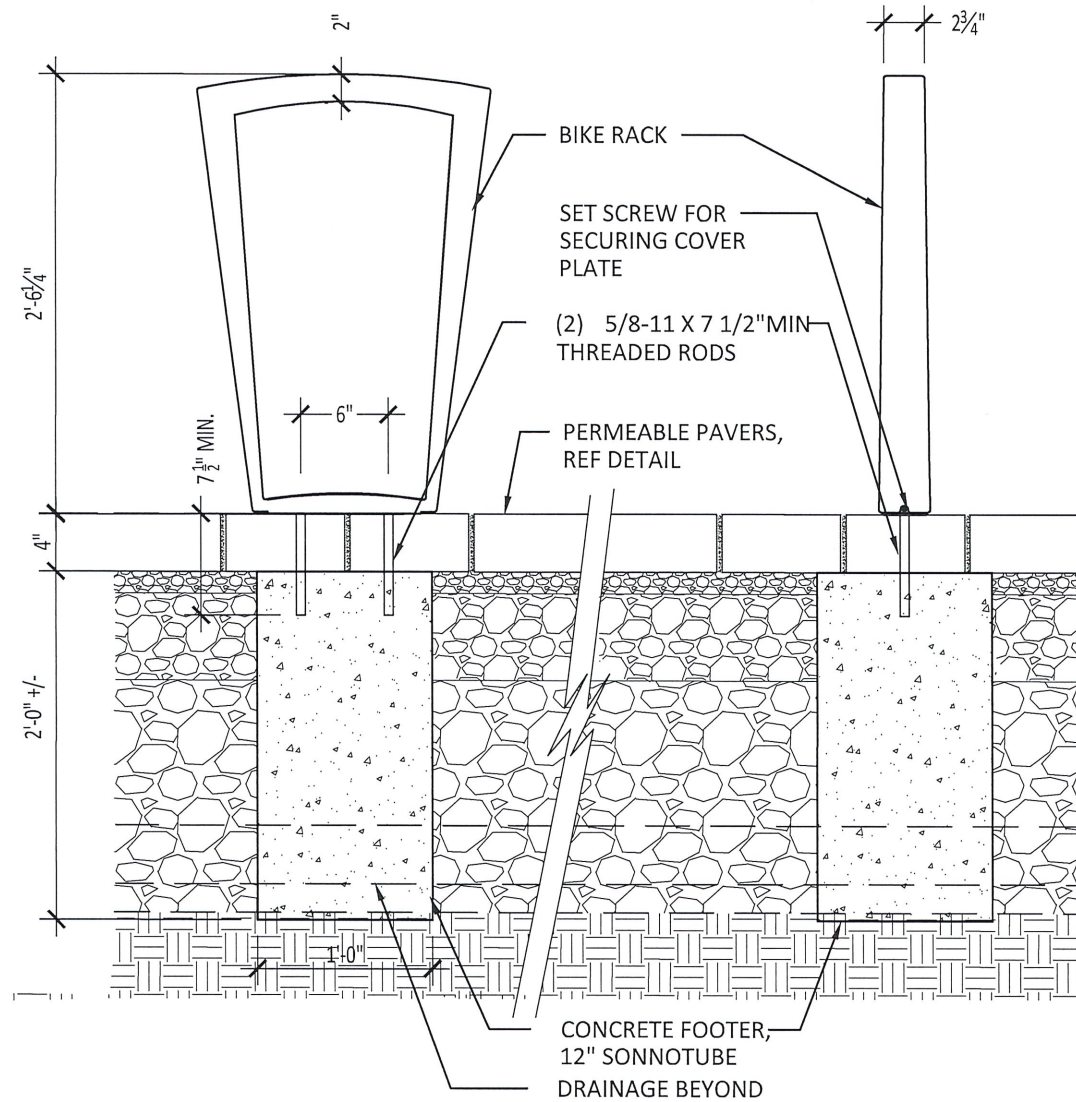
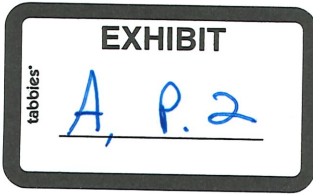
tabbles

A.P.1



R.O.W. ENCROACHMENT EXHIBIT

1. Bicycle Rack Detail



BIKE RACK
DETAIL
SCALE: 1"=1'-0"



Board of Public Works Staff Report

Project/Event: Approve Addendum 2 to LPA-Consulting Contract with Etica Group, Inc. for the Guardrails at Various Locations throughout the City

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 10/26/2021

Report: This project will replace, upgrade and extend existing guardrail at various locations throughout the City. The project is programmed in the MPO TIP for construction, \$190,000 in federal funds. Etica Group, Inc. is currently under contract for preliminary engineering services. This addendum will add additional right-of-way services required for guardrail in the Griffy Lake area for the City to obtain land rights from IU to install guardrail along Headley Rd. The addendum will add \$22,850 to the existing contract of \$114,693, making the new contract total \$137,543. This addendum will be funded by the 2016 GO Bond Series H fund line 978-06-06016H-54510.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract*	Approved	07/07/2021
ROW Services Contract	Current Item	10/26/2021
Public Need Resolution	Future	2021
Construction Inspection Contract	Approved	09/14/2021
Construction Contract	N/A**	2022

* Amendment 1 updates the original design services contract to include additional environmental services.

**Construction contracts for federally funded projects are approved and managed by INDOT.

City of Bloomington Contract and Purchase Justification Form

Vendor: Etica Group, Inc.

Contract Amount: \$137,543.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: {Attach a quote or bid tabulation if applicable}

<input type="checkbox"/> Request for Quote {RFQ}	<input checked="" type="checkbox"/> Request for Proposal {RFP}	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable {NA}
<input type="checkbox"/> Invitation to Bid {ITB}	<input type="checkbox"/> Request for Qualifications {RFQu}	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 3

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was scoring grid used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? {If no, please state below why it was not.}

Yes No

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.

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

Etica Group was selected to design this project from a competitive RFI process in which their response received the highest score out of three responses.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement is made and entered into effective as of _____, 2021 ("Effective Date") by and between the City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Etica Group, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900404

Project Description: Guardrails, Various Locations Throughout the City

WHEREAS, the additional services are required for survey and right-of-way engineering associated with the Griffy Lake location (Site 2).

WHEREAS, the CONSULTANT has agreed to provide the additional services.

NOW, THEREFORE, the parties hereto agree to the following modifications to the original Agreement:

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed ~~\$114,693~~ **\$137,543**.

APPENDIX "A"

The following is added under SERVICES TO BE FURNISHED BY THE CONSULTANT:

Task 6 Right-of-Way Engineering

CONSULTANT shall complete title research, right-of-way engineering and plan development and staking (if necessary) for Site 2 only.

The following is revised under Task 2 Topographic Survey Data Collection

Location Control Route Survey (Included):

CONSULTANT shall complete a Location Control Route Survey (route survey) for Site 2 only (Griffy Lake location).

APPENDIX "D"

The following is Revised:

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed ~~\$114,693~~ **\$137,543** (Section 2 - \$87,179; Section 3 - \$35,514, Section 4 - \$14,850).
2. The CONSULTANT will be paid for the services described in Tasks 2 and 3 of Appendix "A" on a lump sum basis in accordance with the following fee schedule:

a. Topographic Survey	\$30,879.00 <u>\$38,879.00</u>
b. Guardrail Plans	\$48,300.00

The following is Added:

4. The CONSULTANT will be paid for services described in Task 6 of Appendix "A" on a per parcel basis. The maximum for Task 6 shall not exceed \$14,850.

The following is revised:

Additional Man-Hour Fee Justification for Supplemental No. 2 was added to Appendix A-1

<END OF SUPPLEMENTAL AGREEMENT NO. 1>

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract.

CONSULTANT

Etica Group, Inc.

**7172 N. Keystone Ave. Ste. G
Indianapolis, IN 46240**

Jessica Nickloy
Signature

Jessica Nickloy, President/CEO
(Print or type name and title)

Attest:

Barb Box

Signature

Barb Box, Office Manager
(Print or type name and title)

LOCAL PUBLIC AGENCY

City of Bloomington

**401 N. Morton Street
Bloomington, IN 47404**

Signature

Dana Henke, President BPW
(Print or type name and title)

Signature

Beth H. Hollingsworth, Vice President BPW
(Print or type name and title)

Signature

Kyla Cox Deckard, Secretary
(Print or type name and title)

Attest:

Mike Rouker, City Attorney



Appendix A-1
Supplemental 2
Right-of-Way Engineering and LCRS

Client: City of Bloomington
Project: Guardrail Installation Plans
Des No.: 1900404
Date: 10/8/2021

Prepared by: BMS
Checked by: RJK
Pending: 200180.00

	Unit Cost	No. of Parcels	Cost
Right-of-Way Engineering (w/RW Plan Preparation)			
Right-of-Way Engineering Plat and Legal Description = \$2150 per parcel plat (INDOT compliant)	\$2,150	3	\$6,450
Right-of-Way Plan Preparation = \$1400 per parcel (INDOT compliant)	\$1,400	3	\$4,200
Right-of-Way Plan Staking= \$800 per parcel (INDOT compliant)	\$800	3	\$2,400
Title Search = \$425 per parcel (INDOT compliant)	\$425		\$0
Title Search (Complex Parcel) = \$600 per parcel (INDOT compliant)	\$600	3	\$1,800
Total Est.			\$14,850

	Unit Cost	No. of Parcels	Cost
Location Control Route Survey (LCRS)			
Prepare LCRS for Site 2 (Griffy Lake)			\$8,000
Total Est.			\$8,000



Board of Public Works Staff Report

Project/Event: Request for lane closure on N. Walnut
Staff Representative: Mike Stewart
Petitioner/Representative: Tyler DePriest, CenterPoint Energy
Dave Hudson, Miller Pipeline
Date: October 26, 2021

Report: CenterPoint Energy is requesting the eastern most northbound lane of North Walnut St at 1800 N Walnut St from approximately October 27th through December 1st to install a natural gas pipeline and lower the existing gas main along N. Walnut. Miller Pipeline will be working with CenterPoint Energy to perform the work.

This lane closure will accommodate a safety buffer for the crews and equipment, which will be directly adjacent to the travelled-way. The lane will be opened at the end of each working day, as well as weekends. CenterPoint Energy has agreed to leave the lane open on Friday, November 19th to accommodate a potential increase in traffic due to IU's Thanksgiving break.

CenterPoint Energy will be utilizing Wright Traffic Control to set up a taper starting approximately 200 feet south of E 19th St, and utilizing an arrow board for additional visibility and notification. The sections of sidewalks along this stretch of Walnut will be impacted, however Wright Traffic Control will have crew on site to stop traffic to allow pedestrians to cross N. Walnut.

Properties impacted by the work have been notified, as has Bloomington Transit. Staff is in frequent contact with both CenterPoint Energy and Miller Pipeline and expects that this will continue through the duration of this project.



October 19, 2021

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: N. Walnut St. - Request Lane Restrictions/Closures

Dear Board Members:

CenterPoint Energy (a.k.a. Vectren Energy) is planning, via Miller Pipeline as the contractor, to install natural gas pipeline to serve the customer at 1800 N. Walnut St., Bloomington, IN. In order to facilitate this project, CenterPoint Energy is respectfully asking to close the east lane of N. Walnut St. as a safety buffer for the crews.

CenterPoint Energy & Miller Pipeline will coordinate with the City of Bloomington Utilities, local emergency response services, and transit providers to assure that this restriction and closure information is well communicated. Therefore, CenterPoint Energy respectfully requests that the Board of Public Works approves the lane closure referenced above for the duration of the project.

Respectfully,

A handwritten signature in black ink, appearing to be "Tyler DePriest", with a long horizontal line extending to the right.



Tyler DePriest
Supervisor, Gas Operations | Bloomington
812.330.4061 w. | 812.606.0576 c.
tyler.depriest@Centerpointenergy.com





October 21, 2021

CenterPoint Energy
205 South Madison Street
Bloomington, IN 47404

Re: N. Walnut St. Lane Restrictions/Closures

To Whom It May Concern,

CenterPoint Energy (a.k.a. Vectren Energy) is planning, via Miller Pipeline as the contractor, to install natural gas pipeline to serve the customer at 1800 N. Walnut St., Bloomington, IN. In order to facilitate this project, CenterPoint Energy is respectfully asking the Board of Public Works to close the east lane of N. Walnut St. as a safety buffer for the crews.

CenterPoint Energy & Miller Pipeline will coordinate with the City of Bloomington Utilities, local emergency response services, and transit providers to assure that this restriction and closure information is well communicated.

Respectfully,

A handwritten signature in black ink, consisting of a large, stylized 'T' followed by a horizontal line.



Tyler DePriest
Supervisor, Gas Operations | Bloomington
812.330.4061 w. | 812.606.0576 c.
tyler.depriest@Centerpointenergy.com



Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

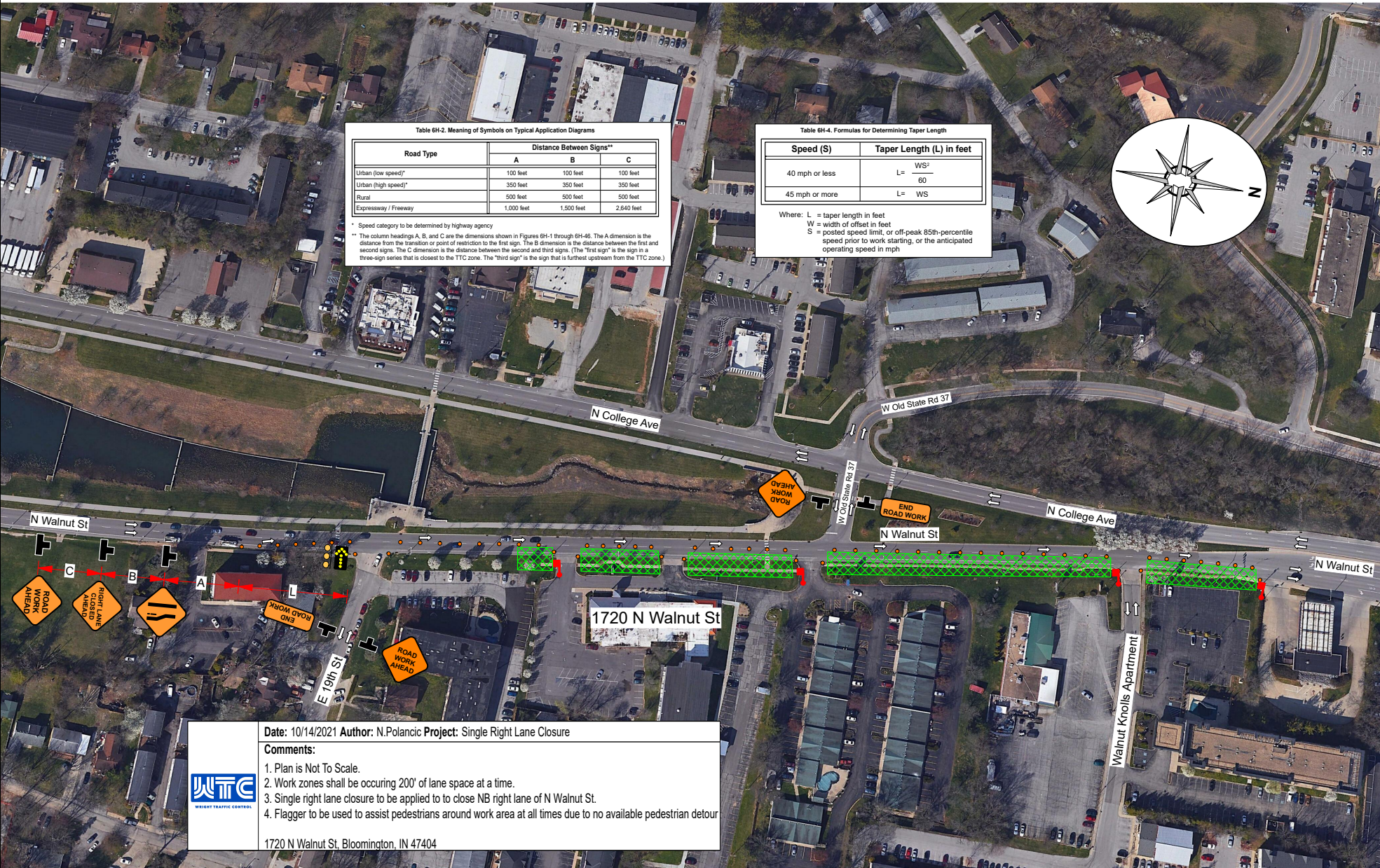
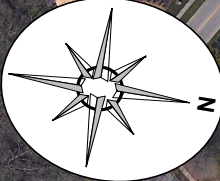
* Speed category to be determined by highway agency

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-40. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

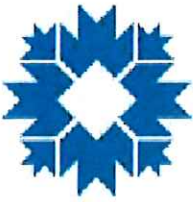


Date: 10/14/2021 Author: N.Polancic Project: Single Right Lane Closure

Comments:

1. Plan is Not To Scale.
2. Work zones shall be occurring 200' of lane space at a time.
3. Single right lane closure to be applied to to close NB right lane of N Walnut St.
4. Flagger to be used to assist pedestrians around work area at all times due to no available pedestrian detour

1720 N Walnut St, Bloomington, IN 47404



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913

Fax: (812) 349-3520

Email: engineering@bloomington.in.gov

☒ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: 1800 N Walnut St, BL, IN

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Tyler Depriest</u> E-MAIL: <u>tyler.depriest@centerpointenergy.com</u> COMPANY: <u>Centerpoint Energy</u> ADDRESS: <u>205 S Madison St</u> CITY, STATE, ZIP: <u>Bloomington, IN, 47429</u> 24-HR EMERGENCY CONTACT NAME: <u>Tyler Depriest</u> 24-HR CONTACT PHONE #: <u>812-606-0576</u> INSURANCE #*: <u>MW21314232-20</u> COMPANY: <u>Old Republic</u> BOND #*: <u>105764323</u> COMPANY: <u>Travelers Casualty</u> <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet.</small> E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
SUBCONTRACTOR INFORMATION <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Miller Pipeline Company</u>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Excavating for Natural Gas Lines</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>2,000</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>N Walnut St</u> 1ST INTERSECTING STREET NAME: <u>E 19th St</u> 2ND INTERSECTING STREET NAME: <u>45/46 Bypass</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>10-27-21</u> END DATE: <u>12-1-21</u> # OF DAYS*: <u>35</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<div style="display: flex; align-items: center;"> <div> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div> </div>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Tyler Depriest</u> SIGNATURE: _____ DATE: <u>10-21-21</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Change Order #1 for the Lower Cascades Project – N Old SR 37
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	October 26, 2021

This project was awarded on August 17, 2021 to E&B Paving, LLC. The Notice to Proceed was issued on September 20 and work began Friday, October 8, 2021. This contract includes the milling, resurfacing of asphalt pavement, installation of traffic calming, guard rail installation and pavement markings. The original contract amount was \$ 160,550.00. Change Order #1 will add \$ 6,476.05 and is being presented to adjust the quantities for adding to the contract to complete milling, resurfacing and pavement markings for an additional 300' south of where the existing project ends to where existing pavement changes to concrete. Parks & Recreation will provide additional funding.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$167,026.15

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="text-align: right; margin-bottom: 5px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> Contract awarded August 17, 2021 through the Board of Public Works.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Contract BC-2021-69 was approved by the BPW on August 17, 2021. This Change Order #1 for \$6,476.15 is being presented in compliance with the contract documents for the Lower Cascades Project - N Old SR 37.

Print/Type Name

Print/Type Title

Department



E & B PAVING, INC. - Bloomington Area

Address: 2520 W Industrial Park Drive
Bloomington, IN 47404

Phone: 812-334-7940

Fax: 812-334-7941

e-mail: garrett.gough@ebpaving.com

Date: 10/7/2021

Job #: 35210453

Re: Lower Cascades/Old 37 Resurface

To: City of Bloomington

Attn: Joe Vandeventer

We propose to furnish all labor, tools, material, equipment, insurance and supervision to complete the necessary work listed below.
We agree all work shall be performed in a workman like manner to meet your requirements.

Item #	Description	Qty	UM	Unit Price	Total Price
5	Milling Asphalt 1.5 in	733.00	SYS	\$1.35	\$989.55
6	HMA Surface 9.5mm (Type B)	60.00	Ton	\$73.00	\$4,380.00
10	Asphalt for Tack Coat	733.00	SYS	\$0.20	\$146.60
19	Line Thermo Solid White 4 in	600.00	LFT	\$0.80	\$480.00
20	Line Thermo Solid Yellow 4 in	600.00	LFT	\$0.80	\$480.00
					\$0.00
					\$0.00
					\$0.00
	This is to mill and resurface approximately another 300'				\$0.00
	on the south end of the project to tie into the existing concrete				\$0.00
	pavement section. Work to be performed at same time and				\$0.00
	remaining mill and resurfacing work.				\$0.00
					\$0.00
Total Price =					\$6,476.15

Notes:

- This is priced as unit price work, same as the original bid. Quantities to be paid as per material placed to complete work.
- This unit pricing is the same as prices originally submitted to for project.

NOTE: Our quote is based on a five day 10 hours per day Monday thru Friday work week.

NOTE: This document is to become an exhibit of any sub-contract agreement.

The percentage of retainage withheld from E&B Paving shall be equal to or less than the percentage of retainage that is withheld from the contractor by the customer or owner.

Terms: Net upon completion of work. All invoices are subject to a 2% finance charge on accounts 30 days past due. This computes at an annual percentage of 24%. If any amount due for services or materials provided by E & B Paving, Inc. is not fully paid within thirty (30) days from the date such services or materials were provided, it is agreed & understood that all costs & expenses including, but not limited to attorney fees, incurred by E & B Paving relating to the collection of such amounts will be recoverable by E & B Paving.

Prices quoted are subject to change if not accepted within 30 days from the date of this quotation.

Sealer, line striping and car stops are not included, unless specified. Reflection cracks may appear in new asphalt surfaces when applied over existing pavements. Not responsible for existing drainage of bituminous overlay unless noted in our quotation.

All work is to be completed in a substantial workman like manner, according to specifications submitted, per standard practices. Any alteration or deviation from above specifications, involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Work cannot be scheduled until a signed copy of this proposal is returned to our office

Proposed by E & B Paving, Inc. -

Garrett Gough, Mobile: 812-592-0173

Accepted by:

Company

Name & Title

Date

E & B Paving, Inc. is an Equal Opportunity Employer

CHANGE ORDER



Project Name:
BC 2021-69 Lower Cascades Project - N Old 37

Change Order Number: 1

Date of Change Order: Tuesday, October 12, 2021

Contractor:

Engineer's Project #:

E&B Paving, LLC
2520 W Industrial Park Dr
Bloomington, IN 47404

NTP Date: Monday, September 20, 2021
Allowable Calendar Days 120 (includes holiday's)
Previous Completion Date Wednesday, November 3, 2021

Requested By:
Owner ☒
Engineer ☐
Contractor ☐
Field ☐
Other ☐

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Milling Asphalt, 1.5"	733	\$1.35 / SYS	\$ 989.55
2	HMA Surface, 9.5mm	60	\$73.00 / TN	\$ 4,380.00
3	Tack Coat for asphalt	733	\$0.20 / SYS	\$ 146.60
4	Line Thermo Solid White	600	\$0.80 / LFT	\$ 480.00
5	Line Thermo Solid Yellow	600	\$0.80 / LFT	\$ 480.00
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$ 160,550.00
The net change by previously authorized Change Orders:	\$ -
The Contract Sum prior to this Change Order was:	\$ 160,550.00
The Contract Sum will be changed by this Change Order in the amount of:	\$ 6,476.15
The new Contract Sum including this Change Order will be:	\$ 167,026.15
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Wednesday, November 3, 2021

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been previously included in the Contract.)
NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Director of Street Operations	E&B Paving, LLC	Board of Public Works
	CONTRACTOR	OWNER
401 North Morton Street	2520 W Industrial Park Dr	401 North Morton Street
ADDRESS	Bloomington, IN	ADDRESS
	ADDRESS	
Joe Van Deventer	Todd Hoops	Dana Henke
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE



Board of Public Works Staff Report

Project/Event: Remove and Install Trench Drain at Sanitation

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: October 26, 2021

This contract is for the removal and installation of a 150' trench drain capable of supporting 70,000 pounds of trash trucks. Three quotes were solicited and are as follows:

MultiCraft Dec	Withdrawn
Ann-Kriss	\$47,640.12
Groomer Construction, Inc.	\$44,860.00

Staff recommends awarding the contract to Groomer Construction, Inc. for \$44,860.00

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$44,860.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 2

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

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

Groomer Construction, Inc. was the lowest bidder and meets all of the requirements.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
GROOMER CONSTRUCTION, INC.
FOR
REMOVAL AND INSTALLATION OF TRENCH DRAIN AT SANITATION

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Removal and Installation of Trench Drain at Sanitation**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

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

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Forty-Four Thousand, Eight Hundred and Sixty Dollars (\$ 44,860.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06. Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status.

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Groomer Construction, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Richard Groomer, Owner
P.O. Box 100 Suite 120	6535 W. Ison Road
Bloomington, Indiana 47402	Bloomington, Indiana 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Groomer Construction, Inc.

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Removal and Install of a 150' Trench Drain at Sanitation

This project shall include, but is not limited to:

- **Cut and remove existing concrete/angle iron**
- **Compact sub grade**
- **Form concrete edges**
- **Install angle iron**
- **Install and tie rebar**
- **Place and finish 6 bags of concrete mix**
- **Use existing grates**
- **Seal and cure concrete**
- **Clean/mob**

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

AFFIDAVIT

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$_____

Method of Compliance (Specify) _____

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

“E-Verify Affidavit”

E-VERIFY AFFIDAVIT

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

STATE OF INDIANA)
)SS:
COUNTY OF _____)

My Commission Expires: _____
County of Residence: _____
Commission Number _____

Notary Public's Signature _____
Printed Name of Notary Public _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Claim Register

Invoice Date Range 10/13/21 -
10/29/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-dry erase markers		10/29/2021	5.43
6530 - Office Depot, INC	01-measuring spoons		10/29/2021	3.49
6530 - Office Depot, INC	01-bar code scanners		10/29/2021	33.99
Account 52110 - Office Supplies Totals			Invoice 3 Transactions	<hr/> \$42.91
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-10/8/21		10/29/2021	389.94
4633 - Midwest Veterinary Supply, INC	01-anti-parasitics, antibiotics, supportive therapies-9/29/21		10/29/2021	356.80
4633 - Midwest Veterinary Supply, INC	01-antifungal, supportive therapies, milk replacer-9/27/21		10/29/2021	317.25
4633 - Midwest Veterinary Supply, INC	01-syringes, rabbit food, vinyl exam gloves, antifunqals-9/21/21		10/29/2021	181.04
4633 - Midwest Veterinary Supply, INC	01-sanitizer-Rescue Concentrate 55 aal-9/3/21		10/29/2021	1,474.34
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-9/20/21		10/29/2021	25.62
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-9/20/21		10/29/2021	34.16
4633 - Midwest Veterinary Supply, INC	01-muzzles-9/29/21		10/29/2021	42.39
4633 - Midwest Veterinary Supply, INC	01-rabbit food-9/21/21		10/29/2021	20.28
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-9/21/21		10/29/2021	8.54
4633 - Midwest Veterinary Supply, INC	01-guinea pig food-9/27/21		10/29/2021	11.16
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-9/21/21		10/29/2021	85.40



Board of Public Works Claim Register

Invoice Date Range 10/13/21 -
10/29/21

4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-9/20/21	10/29/2021	170.80
5819 - Synchrony Bank	01-10" car wash brush head	10/29/2021	19.99
5819 - Synchrony Bank	01-Vet Solutions lime sulfur dip	10/29/2021	96.56
4666 - Zoetis, INC	01-antibiotics	10/29/2021	708.56
4574 - John Deere Financial (Rural King)	01-pellet bedding	10/29/2021	249.50

Account 52210 - Institutional Supplies Totals	Invoice 17	\$4,192.33
	Transactions	

Account **53130 - Medical**

3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/16-9/30/21	10/29/2021	3,190.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, diagnostics, dental-9/30-10/5/21	10/29/2021	1,010.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/7-10/12/21	10/29/2021	525.50

Account 53130 - Medical Totals	Invoice 3	\$4,725.50
	Transactions	

Account **53220 - Postage**

205 - City Of Bloomington	01-PC reimb-USPS-certified mail-9/27/21	10/29/2021	7.38
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Account 53220 - Postage Totals	Invoice 1	\$7.38
	Transactions	

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-September 2021	10/13/2021	484.99
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Account 53530 - Water and Sewer Totals	Invoice 1	\$484.99
	Transactions	

Account **53540 - Natural Gas**

222 - Vectren	01-ACC-gas bill 9/2-10/4/21	10/13/2021	224.49
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-September 2021 managment fee	10/13/2021	116.72

Account 53540 - Natural Gas Totals	Invoice 2	\$341.21
	Transactions	

Account **53960 - Grants**



Board of Public Works Claim Register

Invoice Date Range 10/13/21 -
10/29/21

2370 - WildCare, INC

01-2021 Annual Grant for Wildlife
Rehab

10/29/2021 3,900.00

Account **53960 - Grants** Totals

Invoice 1
Transactions \$3,900.00

Account **53990 - Other Services and Charges**

912 - Central Security Systems, INC

01-fire alarm commercial
lease/monitoring 11/1/21-1/31/22

10/29/2021 264.00

Account **53990 - Other Services and Charges** Totals

Invoice 1
Transactions \$264.00

Program **010000 - Main** Totals

Invoice 29
Transactions \$13,958.32

Program **010001 - Donations Over \$5K**

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-emergency vet visit-10/6/21

10/29/2021 282.26

175 - Monroe County Humane Association, INC

01-x-rays, vet exams-9/30 & 10/1/21

10/29/2021 188.00

54639 - Shake Veterinary Services, INC (Town & Country Vet

01-spay/neuter surgeries-10/7-
10/12/21

10/29/2021 331.00

Account **53130 - Medical** Totals

Invoice 3
Transactions \$801.26

Program **010001 - Donations Over \$5K** Totals

Invoice 3
Transactions \$801.26

Department **01 - Animal Shelter** Totals

Invoice 32
Transactions \$14,759.58

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC

02- Safety Fence for PW Property

10/29/2021 119.87

Account **52420 - Other Supplies** Totals

Invoice 1
Transactions \$119.87

Program **020000 - Main** Totals

Invoice 1
Transactions \$119.87

Department **02 - Public Works** Totals

Invoice 1
Transactions \$119.87

Department **03 - City Clerk**



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Program **030000 - Main**

Account **52110 - Office Supplies**

501 - Karl Clark (KC Designs)

03-Letterhead	10/29/2021	75.00
Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$75.00
	Transactions	

Account **53310 - Printing**

20152 - Municipal Code Corporation

03-Supplement 40, Update 2 10/29/2021 105.00

20152 - Municipal Code Corporation

03-code hosting 10/29/2021 200.00

Account 53310 - Printing Totals	Invoice 2	<hr/> \$305.00
	Transactions	
Program 030000 - Main Totals	Invoice 3	<hr/> \$380.00
	Transactions	
Department 03 - City Clerk Totals	Invoice 3	<hr/> \$380.00
	Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53320 - Advertising**

7815 - A&M Graphics (Baugh Fine Print and Mailing)

04-BGHIP Program Inserts for 10/29/2021 854.00

905 - Convention And Visitors Bureau Of Monroe County

September Water Bills
04-2022 Visitor Guide Ad for BEAD 10/29/2021 1,000.00

Account 53320 - Advertising Totals	Invoice 2	<hr/> \$1,854.00
	Transactions	

Account **53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC

04-Adobe Acrobat Pro DC for Teams	10/29/2021	186.99
Renewal - Goodman		
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<hr/> \$186.99
	Transactions	

Account **53970 - Mayor's Promotion of Business**

7799 - David Davila Gonzalez

04-2021 Black y Brown Arts Festival: 10/29/2021 550.00

5365 - Javier Francisco Leon

Featured Artist - Gonzales
04-2021 Black y Brown Arts Festival: 10/29/2021 550.00
Featured Artist - Leon



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7240 - Troy T Thomas

04-2021 Black y Brown Arts Festival: Featured Artist - Thomas	10/29/2021	550.00
Account 53970 - Mayor's Promotion of Business Totals	Invoice 3	\$1,650.00
	Transactions	

Account **53990 - Other Services and Charges**

6515 - Green Camino, INC (Earthkeepers)

04 - Monthly City Composting Fees	10/29/2021	315.00
Account 53990 - Other Services and Charges Totals	Invoice 1	\$315.00
	Transactions	
Program 040000 - Main Totals	Invoice 7	\$4,005.99
	Transactions	

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

223 - Duke Energy

04-120 S. Walnut-Waldron-elec chgs 8/31-9/30/21	10/13/2021	1,326.96
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222 - Vectren

04-Waldron-120 S. Walnut-gas bill 9/1- 10/1/21	10/13/2021	46.00
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208 - City Of Bloomington Utilities

04-Waldron-122 S. Walnut- water/sewer bill SEPT 2021	10/13/2021	50.65
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421 - Centerstone Of Indiana, INC

04-Employment Program Costs for August 2021	BC 2020-80 10/29/2021	11,438.31
Account 53960 - Grants Totals	Invoice 4	\$12,861.92
	Transactions	
Program 04RCVR - Recover Foward Totals	Invoice 4	\$12,861.92
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 11	\$16,867.91
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

9523 - Freedom Business Solutions, LLC

06-Toner for the check printer	10/29/2021	230.00
Account 52420 - Other Supplies Totals	Invoice 1	\$230.00
	Transactions	

Account **53990 - Other Services and Charges**

5444 - Tyler Technologies, INC

06-Energov Community Development Software	10/29/2021	3,150.00
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Account **53990 - Other Services and Charges** Totals

Program **060000 - Main** Totals

Department **06 - Controller's Office** Totals

Invoice 1	\$3,150.00
Transactions	
Invoice 2	\$3,380.00
Transactions	
Invoice 2	\$3,380.00
Transactions	

Department **07 - Engineering**

Program **070000 - Main**

Account **53990 - Other Services and Charges**

51463 - DLT Solutions, LLC

07-Autocad (3) License Renewal-Arch,
Eng. & Const. Software

10/29/2021 3,922.65

53442 - Paragon Micro, INC

07-Adobe Acrobat Pro 2020 (1)

10/29/2021 404.99

License - Hamid Matinkhah

Account **53990 - Other Services and Charges** Totals

Program **070000 - Main** Totals

Department **07 - Engineering** Totals

Invoice 2	\$4,327.64
Transactions	
Invoice 2	\$4,327.64
Transactions	
Invoice 2	\$4,327.64
Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **53640 - Hardware and Software Maintenance**

53442 - Paragon Micro, INC

09-InDesign-J. Luce, M. Parr-Scott &
Creative Cloud-S. Moss

10/29/2021 1,731.97

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1	\$1,731.97
Transactions	

Account **53910 - Dues and Subscriptions**

7000 - Aunt Bertha, a Public Benefit Corporation

09-Basic package annual membership
fee (12)

10/29/2021 5,400.00

Account **53910 - Dues and Subscriptions** Totals

Program **090000 - Main** Totals

Department **09 - CFRD** Totals

Invoice 1	\$5,400.00
Transactions	
Invoice 2	\$7,131.97
Transactions	
Invoice 2	\$7,131.97
Transactions	

Department **10 - Legal**



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Program **100000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP	10 bose legal services annexation 806260	10/29/2021	57,945.57
7297 - Karina A Brikmanis	10 court reporting and transcript services BMI case	10/29/2021	390.17
7869 - Dentons US LLP	10 legal services federal advocacy and public policy advice	10/29/2021	5,000.00
Account 53120 - Special Legal Services Totals		Invoice 3	<hr/> \$63,335.74
		Transactions	
Program 100000 - Main Totals		Invoice 3	<hr/> \$63,335.74
		Transactions	
Department 10 - Legal Totals		Invoice 3	<hr/> \$63,335.74
		Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	12-envelopes, yellow copy paper \$9.60	10/29/2021	9.60
5103 - Staples Contract & Commercial, INC	12 Envelops and calendar	10/29/2021	75.90
Account 52110 - Office Supplies Totals		Invoice 2	<hr/> \$85.50
		Transactions	

Account **53990 - Other Services and Charges**

585 - Bloomington Public Transportation Corporation	12 3rd Quarter Ridership Invoice 10270 \$144	10/29/2021	144.00
5444 - Tyler Technologies, INC	12-open enrollment training \$525.00	10/29/2021	525.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<hr/> \$669.00
		Transactions	
Program 120000 - Main Totals		Invoice 4	<hr/> \$754.50
		Transactions	
Department 12 - Human Resources Totals		Invoice 4	<hr/> \$754.50
		Transactions	

Department **13 - Planning**

Program **130000 - Main**



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Account **53170 - Mgt. Fee, Consultants, and Workshops**

6289 - Clarion Associates, LLC	13-Bloomington UDO-services thru 9/30/21	10/29/2021	225.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<hr/> \$225.00
		Transactions	

Account **53230 - Travel**

2675 - Scott Robinson	13-APA Conf. (LODGING ONLY)-CO- 9/7-9/10/21	10/29/2021	527.92
Account 53230 - Travel Totals		Invoice 1	<hr/> \$527.92
		Transactions	

Account **53910 - Dues and Subscriptions**

4442 - American Planning Association	13-APA Membership/Indiana Chapter J. Scanlan	10/29/2021	564.00
4442 - American Planning Association	13-APA Membership/Indiana Chapter S. Robinson	10/29/2021	707.00
4442 - American Planning Association	13-APA Membership/Indiana Chapter E. Rosenbarger	10/29/2021	518.00
4442 - American Planning Association	13-APA Membership/Indiana Chapter P. Martin	10/29/2021	347.00
Account 53910 - Dues and Subscriptions Totals		Invoice 4	<hr/> \$2,136.00
		Transactions	

Account **53990 - Other Services and Charges**

53442 - Paragon Micro, INC	13-Annual Adobe software renewal x 11 staff (Creative Cloud)	10/29/2021	10,295.89
Account 53990 - Other Services and Charges Totals		Invoice 1	<hr/> \$10,295.89
		Transactions	

Account **54310 - Improvements Other Than Building**

19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp- serv.-8/28-9/24/21	BC 2020-94 10/29/2021	37,944.28
Account 54310 - Improvements Other Than Building Totals		Invoice 1	<hr/> \$37,944.28
		Transactions	
Program 130000 - Main Totals		Invoice 8	<hr/> \$51,129.09
		Transactions	
Department 13 - Planning Totals		Invoice 8	<hr/> \$51,129.09
		Transactions	

Department **19 - Facilities Maintenance**

Program **190000 - Main**



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Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	19-2 pc Combo Drill set		10/29/2021	269.97
177 - Indiana Oxygen Company, INC	19- Cylinder Rental, Torch Supplies, INV# 9770281		10/29/2021	37.20
4574 - John Deere Financial (Rural King)	19-towels in a box, trash bags- 10/7/21		10/29/2021	157.90
395 - Kirby Risk Corp	19- Ivory 20amps Vac SP Switch		10/29/2021	4.32
395 - Kirby Risk Corp	19- HubPro 3-way switch for City Hall		10/29/2021	9.61
394 - Kleindorfer Hardware & Variety	19- 1 set of Knee pads for City Hall		10/29/2021	13.49
394 - Kleindorfer Hardware & Variety	19- 2 utility knives for City Hall		10/29/2021	21.98
394 - Kleindorfer Hardware & Variety	19-Bit and security bit sets, 6(4") roller handle, 2 headlamps		10/29/2021	173.13
Account 52310 - Building Materials and Supplies Totals		Invoice 8 Transactions		<hr/> \$687.60

Account **52420 - Other Supplies**

12346 - Global Equipment CO., INC (Global Industrial)	19 - downtown bollard covers		10/29/2021	1,605.09
Account 52420 - Other Supplies Totals		Invoice 1 Transactions		<hr/> \$1,605.09

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform Pants for Facility Employees	BC 2009-52	10/29/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facility Employees	BC 2009-52	10/29/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform Pants for Facility Employees	BC 2009-52	10/29/2021	35.43
Account 52430 - Uniforms and Tools Totals		Invoice 3 Transactions		<hr/> \$106.29

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19-Monthly Pest Control For the City Consel office, INV# 38192	BC 2020-84	10/29/2021	75.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions		<hr/> \$75.00

Account **53530 - Water and Sewer**



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208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - September 2021	10/13/2021	991.69
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr- water/sewer bill-September 2021	10/13/2021	15.48
Account 53530 - Water and Sewer Totals		Invoice 2 Transactions	<hr/> \$1,007.17

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	19- October 2021 billing for 4th qtr	BC 2020-75	10/29/2021	1,968.00
	2021 Maintenance Contract			
321 - Harrell Fish, INC (HFI)	19-SA Repair of Control System in JD's	BC 2020-75	10/29/2021	353.00
	Office			
1537 - Indiana Door & Hardware Specialties, INC	19- Labor to Work on Mayor's Door	BC 2021-22	10/29/2021	75.00
	with Loose Mortise Lock			
7402 - Nature's Way, INC	19- Plant Maintenance for city hall,	BC 2021-43	10/29/2021	353.43
	Inv# 54352			
Account 53610 - Building Repairs Totals		Invoice 4		
		Transactions		
				<hr/> \$2,749.43

Account **53990 - Other Services and Charges**

4859 - MH Logistics Corp (MH Equipment)	19-Replace Battery for Lift	10/29/2021	886.43
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$886.43
Program 190000 - Main Totals		Invoice 20 Transactions	<hr/> \$7,117.01
Department 19 - Facilities Maintenance Totals		Invoice 20 Transactions	<hr/> \$7,117.01

Department **28 - ITS**

Program **280000 - Main**

Account **53640 - Hardware and Software Maintenance**

5534 - Presidio Holdings, INC	28 - Lenel Support renewal - Card Reader Access System	10/29/2021	1,817.10
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<hr/> \$1,817.10

Account **53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC	28 - 8 Adobe Creative Cloud All Apps licenses - ITS Staff	10/29/2021	7,487.92
53442 - Paragon Micro, INC	28 - Adobe Acrobat Pro for M. Grabowski	10/29/2021	404.99



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5786 - Promevo, LLC

28 - Google Voice subscription ITS after hours September 2021	10/29/2021	60.16
Account 53910 - Dues and Subscriptions Totals	Invoice 3	\$7,953.07
	Transactions	

Account **54420 - Purchase of Equipment**

394 - Kleindorfer Hardware & Variety	28 - Earplugs & one 7/8 drill bit	10/29/2021	42.98
394 - Kleindorfer Hardware & Variety	28 - Four concrete anchors for server room	10/29/2021	12.40
53442 - Paragon Micro, INC	28 - Laptop & dock - Linda Thompson	10/29/2021	2,678.98
53442 - Paragon Micro, INC	28 - Laptop, dock, & keyboard/mouse - Mike Stewart	10/29/2021	2,767.97
53442 - Paragon Micro, INC	28 - Dell 27 inch monitor - Greg Overtoom	10/29/2021	307.99
53442 - Paragon Micro, INC	28 - Ergonomic keyboard/mouse/keypad - Justin	10/29/2021	113.99
53442 - Paragon Micro, INC	28 - Logitech wireless keyboard - Desiree King	10/29/2021	54.99
5819 - Synchrony Bank	28 - 2 and 3 of 3 Jabra headsets for HAND staff	10/29/2021	268.00
5819 - Synchrony Bank	28 - Jabra wireless headset - 1 of 3 for HAND staff	10/29/2021	134.00
5819 - Synchrony Bank	28-IPhone 12 clear case - Linda Gilliland	10/29/2021	9.99
5819 - Synchrony Bank	28-IPhone charging brick - Linda Gilliland	10/29/2021	9.99
5819 - Synchrony Bank	28-IPhone charging brick - Justin Goodwin	10/29/2021	9.99
5819 - Synchrony Bank	28-IPhone 12 clear case - Justin Goodwin	10/29/2021	9.99
5819 - Synchrony Bank	28 - 2 Jabra wireless headsets, 1 Logitech webcam-Stier/Creek	10/29/2021	367.51
Account 54420 - Purchase of Equipment Totals	Invoice 14	\$6,788.77	

Program **280000 - Main** Totals

Department **28 - ITS** Totals

Fund **101 - General Fund (S0101)** Totals

Transactions	Invoice 18	\$16,558.94
Transactions	Invoice 18	\$16,558.94
Transactions	Invoice 106	\$185,862.25
Transactions		

Fund **249 - Grants Non Approp**



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Department **06 - Controller's Office**

Program **G19014 - IU Health Range Rd Reconst**

Account **54510 - Other Capital Outlays**

5637 - Shrewsberry & Associates, LLC

07-Discovery Parkway (BC-2021-24- CE)-serv thru 9/25/21	BC 2021-24	10/29/2021	3,702.73
Account 54510 - Other Capital Outlays Totals	Invoice 1		<hr/> \$3,702.73
	Transactions		
Program G19014 - IU Health Range Rd Reconst Totals	Invoice 1		<hr/> \$3,702.73
	Transactions		
Department 06 - Controller's Office Totals	Invoice 1		<hr/> \$3,702.73
	Transactions		
Fund 249 - Grants Non Approp Totals	Invoice 1		<hr/> \$3,702.73
	Transactions		

Fund **270 - CC Jack Hopkins NR17-42 (S0011)**

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

3376 - Bloomington Pets Alive, INC	15-JH21 Grant-expenses 8/9-9/9/21	10/29/2021	12,500.00
7823 - dba The Persisterhood Wo Meader (The Persisterhood Workshop, INC)	15-JH21 Grant-expenses 10/13/21	10/29/2021	182.74
18311 - New Leaf/New Life, INC	15-JH21 Grant-Hotel Rooms/expenses- Aug & Sept 2021	10/29/2021	6,288.75
	Account 53960 - Grants Totals	Invoice 3	<hr/> \$18,971.49
		Transactions	
	Program 050000 - Main Totals	Invoice 3	<hr/> \$18,971.49
		Transactions	
	Department 05 - Common Council Totals	Invoice 3	<hr/> \$18,971.49
		Transactions	
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 3	<hr/> \$18,971.49
		Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090002 - Com Serv - MLK Comm**



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Account **53230 - Travel**

7096 - Institute for Democratic Ed & Culture (SpeakOut)	09-Black History 101 Mobile Museum-travel exp.-speaker-9/9-11/21	10/29/2021	850.00
	Account 53230 - Travel Totals	Invoice 1	<u>\$850.00</u>
		Transactions	
	Program 090002 - Com Serv - MLK Comm Totals	Invoice 1	<u>\$850.00</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 1	<u>\$850.00</u>
		Transactions	
	Fund 312 - Community Services Totals	Invoice 1	<u>\$850.00</u>
		Transactions	

Fund **401 - Non-Reverting Telecom (\$1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

13482 - Northern Lights Locating & Inspection, INC	25 - Fiber locates and overages - September 2021	10/29/2021	10,305.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<u>\$10,305.00</u>
		Transactions	
	Program 254000 - Infrastructure Totals	Invoice 1	<u>\$10,305.00</u>
		Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	25-3940 N Kinser Pike-Internet & TV-10/21-11/20/21	10/29/2021	169.05
4170 - Comcast Cable Communications, INC	25-401 N Morton-Internet Services November 2021	10/29/2021	183.40
	Account 53150 - Communications Contract Totals	Invoice 2	<u>\$352.45</u>
		Transactions	

Account **53980 - Community Access TV/Radio**

64 - Monroe County Public Library	25 - 2021 Cable Access Television Services (CATS-4th quarter)	BC 2021-14 10/29/2021	112,823.50
	Account 53980 - Community Access TV/Radio Totals	Invoice 1	<u>\$112,823.50</u>
		Transactions	
	Program 256000 - Services Totals	Invoice 3	<u>\$113,175.95</u>
		Transactions	



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Department 25 - Telecommunications Totals	Invoice 4	\$123,480.95
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 4	\$123,480.95
	Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Downtown Alleys LED PH II-elec chqs 8/26-9/27/21	BC 2021-60	10/18/2021	19.38
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chqs 8/24-9/23/21		10/18/2021	49.27
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chqs 8/26-9/27/21	BC 2021-09	10/18/2021	11.43
223 - Duke Energy	02-College Mall & Moores Pk-signal chqs 8/30-9/29/21		10/18/2021	45.91
223 - Duke Energy	02-W. 17th St Reconstruction Proj.- 8/27-9/28/21	BC 2019-15	10/18/2021	99.68
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 8/24-9/23/21	BC 2021-59	10/18/2021	24.59
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chqs 9/1-10/1/21	BC 2019-74	10/18/2021	17.52
223 - Duke Energy	02-Street Light Summary Electric bill- 10/6/21	BC 2018-03	10/18/2021	36,139.90
223 - Duke Energy	02-Traffic Signal Summary electric bill- 8/31-9/30/21	BC 2010-23	10/18/2021	3,419.20

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 9	\$39,826.88
	Transactions	
Program 200000 - Main Totals	Invoice 9	\$39,826.88
	Transactions	
Department 20 - Street Totals	Invoice 9	\$39,826.88
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 9	\$39,826.88
	Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**



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Account **52110 - Office Supplies**

313 - Fastenal Company	20-Safety Harness for tree crew- 10/14/21	10/29/2021	412.23
6530 - Office Depot, INC	20-pens, post-it, paper clips	10/29/2021	52.54
6530 - Office Depot, INC	20-pens	10/29/2021	15.29
5819 - Synchrony Bank	20-Logitech M705 Wireless Mouse for PC	10/29/2021	29.99
Account 52110 - Office Supplies Totals		Invoice 4 Transactions	<hr/> \$510.05

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-Tree Crew-vest harness-10/5/21	10/29/2021	259.96
313 - Fastenal Company	20-safety supplies-earplugs, gloves, tape measure-10/15/21	10/29/2021	283.07
Account 52210 - Institutional Supplies Totals		Invoice 2 Transactions	<hr/> \$543.03

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-roundup plus conc-7/6/18	10/29/2021	21.97
4574 - John Deere Financial (Rural King)	20-Drinking Water - 1 Gallon-9/27/21	10/29/2021	11.88
394 - Kleindorfer Hardware & Variety	20-5 cans blue marking paint	10/29/2021	28.45
5819 - Synchrony Bank	20-Otterbox Commuter Series Case & Apple Adapter	10/29/2021	49.91
5819 - Synchrony Bank	20-Batteries for pagers & office	10/29/2021	26.36
5819 - Synchrony Bank	20-Toro 1/2" pipes for sprinkle head repair in sidewalks	10/29/2021	4.84
Account 52420 - Other Supplies Totals		Invoice 6 Transactions	<hr/> \$143.41

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles- October 2021	10/29/2021	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<hr/> \$2,321.25

Account **53250 - Pagers**



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332 - Indiana Paging Network, INC	20-Paging Service for Snow Control- November 2021		10/29/2021	88.59
	Account 53250 - Pagers Totals	Invoice 1		\$88.59
Account 53530 - Water and Sewer		Transactions		
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill- September 2021		10/13/2021	236.43
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant- water/sewer bill-September 2021		10/13/2021	41.84
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill- September 2021		10/13/2021	35.28
	Account 53530 - Water and Sewer Totals	Invoice 3		\$313.55
Account 53540 - Natural Gas		Transactions		
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- September 2021 management fee		10/13/2021	18.71
	Account 53540 - Natural Gas Totals	Invoice 1		\$18.71
Account 53630 - Machinery and Equipment Repairs		Transactions		
6262 - Koenig Equipment, INC	20-chainsaw-diagnosed unit for repairs-8/18/21		10/29/2021	54.00
6262 - Koenig Equipment, INC	20-chainsaw-replaced starter string- 7/26/21		10/29/2021	34.00
	Account 53630 - Machinery and Equipment Repairs Totals	Invoice 2		\$88.00
Account 53920 - Laundry and Other Sanitation Services		Transactions		
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 9/29/21	BC 2009-52	10/29/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/29/21		10/29/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 10/6/21	BC 2009-52	10/29/2021	11.01
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/6/21		10/29/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 10/13/21	BC 2009-52	10/29/2021	11.01
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/13/21		10/29/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 10/20/21	BC 2009-52	10/29/2021	11.01



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19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/20/21	10/29/2021	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 8	\$181.06
		Transactions	
Account 53950 - Landfill			
137 - Good Earth, LLC	20-Disposal of tree brush-4 loads	10/29/2021	108.00
Account 53950 - Landfill Totals		Invoice 1	\$108.00
		Transactions	
Account 53990 - Other Services and Charges			
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-tree limb disposal-8 loads- September 2021	10/29/2021	176.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (806)- September 2021	10/29/2021	765.70
Account 53990 - Other Services and Charges Totals		Invoice 2	\$941.70
		Transactions	
Program 200000 - Main Totals		Invoice 31	\$5,257.35
		Transactions	
Department 20 - Street Totals		Invoice 31	\$5,257.35
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 31	\$5,257.35
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 43160 - Lot/Garage Leases - Annual			
Melinda Brown	26-refund garage pkg permit-found	10/29/2021	60.00
	other pkg arrangements		
Julie Vonderschmidt	26-refund garage pkg permit-addt'l	10/29/2021	30.00
	refund-remaining		
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 2	\$90.00
		Transactions	
Account 52110 - Office Supplies			
3397 - Evens Time, INC	26-OPUS Receipt Parking Rolls	10/29/2021	374.37
Account 52110 - Office Supplies Totals		Invoice 1	\$374.37
		Transactions	



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Account 52210 - Institutional Supplies

9269 - Ferguson Facilities Supply, HP Products #3400

26-Bathroom Tissue and Towels for Walnut Garage	10/29/2021	270.52
Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	<hr/> \$270.52

Account 52310 - Building Materials and Supplies

334 - Irving Materials, INC

26-Concrete for Bollards for Trades Garage	10/29/2021	312.00
Account 52310 - Building Materials and Supplies Totals	Invoice 1 Transactions	<hr/> \$312.00

Account 52340 - Other Repairs and Maintenance

3397 - Evens Time, INC

26-iParc Configuration, Gate Arms, Bar Code, CC TerminalsTrades	BC 2021-45 10/29/2021	24,155.56
Account 52340 - Other Repairs and Maintenance Totals	Invoice 1 Transactions	<hr/> \$24,155.56

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities

26-Trades Garage-489 W. 10th-water/sewer bill-September 2021	10/13/2021	123.95
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208 - City Of Bloomington Utilities

26-Morton St Garage-water/sewer bill-September 2021	10/13/2021	47.56
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208 - City Of Bloomington Utilities

26-4th St Garage-105 W 4th-water/sewer bill-August 2021	10/13/2021	190.58
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208 - City Of Bloomington Utilities

26-4th St Garage-105 W 4th-water/sewer bill-September 2021	10/13/2021	101.38
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Account 53530 - Water and Sewer Totals	Invoice 4 Transactions	<hr/> \$463.47
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Account 53540 - Natural Gas

222 - Vectren

26-Trades Garage-489 W. 10th-gas bill 9/1-10/1/21	10/13/2021	46.00
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Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$46.00
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Account 53610 - Building Repairs

4483 - City Lawn Corporation

19-Mowing 4th/Washington 9/1,8,23,29	BC 2020-71 10/29/2021	120.00
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3397 - Evens Time, INC

26-Repair The grey section and forcing rod @ Walnut Garage	10/29/2021	373.99
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1537 - Indiana Door & Hardware Specialties, INC

26-Core Keys for Trades Garage	BC 2021-22 10/29/2021	772.00
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Account **53630 - Machinery and Equipment Repairs**

3397 - Evens Time, INC

26-Repair Printer Jam and Reprogram
Printers
Account **53630 - Machinery and Equipment Repairs** Totals

Invoice 3
Transactions

\$1,265.99

10/29/2021 535.99

Invoice 1 \$535.99

Transactions

Invoice 15 \$27,513.90

Transactions

Invoice 15 \$27,513.90

Transactions

Invoice 15 \$27,513.90

Transactions

Fund **454 - Alternative Transport(S6301)**

Department **26 - Parking**

Program **260000 - Main**

Account **52420 - Other Supplies**

9523 - Freedom Business Solutions, LLC

06-Toner 06-Toner Replacement for
parking front desk printerfor
Account **52420 - Other Supplies** Totals

10/29/2021 67.50

Invoice 1 \$67.50

Transactions

Invoice 1 \$67.50

Transactions

Invoice 1 \$67.50

Transactions

Invoice 1 \$67.50

Transactions

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **41020 - Permits**

Bluebird

26-refund charge for special event on
7/21/21

10/29/2021 70.00

Pritchett Brothers, Inc.

26-refund pkg spaces-10/22/21-
finished proj early

10/29/2021 60.00



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Account 41020 - Permits Totals		Invoice 2	\$130.00
		Transactions	
Account 52340 - Other Repairs and Maintenance			
4264 - IPS Group, INC	26-ips meter boxes for shipping clocks to california	10/29/2021	538.00
6688 - SSW Enterprises, LLC (Office Pride)	26-Office Pride-Office Cleaning for New Parking Office	BC 2020-102 10/29/2021	373.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	\$911.00
		Transactions	
Account 52420 - Other Supplies			
9523 - Freedom Business Solutions, LLC	06-Toner 06-Toner Replacement for parking front desk printerfor	10/29/2021	67.50
53442 - Paragon Micro, INC	26-adobe acrobat pro 2020 license	10/29/2021	404.99
Account 52420 - Other Supplies Totals		Invoice 2	\$472.49
		Transactions	
Account 52430 - Uniforms and Tools			
54558 - The Uniform House, INC	26-uniforms for steven knipp	10/29/2021	349.83
Account 52430 - Uniforms and Tools Totals		Invoice 1	\$349.83
		Transactions	
Account 53310 - Printing			
50680 - Biller Press & Manufacturing, INC	26-green ticket envelopes	10/29/2021	764.80
Account 53310 - Printing Totals		Invoice 1	\$764.80
		Transactions	
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26- zebra printer - 60 day trial printer	10/29/2021	810.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$810.00
		Transactions	
Account 53910 - Dues and Subscriptions			
4170 - Comcast Cable Communications, INC	26-Parking Trans Office Internet Services	10/18/2021	158.45
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$158.45
		Transactions	
Program 260000 - Main Totals		Invoice 10	\$3,596.57
		Transactions	



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Department **26 - Parking** Totals
Fund **455 - Parking Meter Fund(S2141)** Totals

Invoice 10	\$3,596.57
Transactions	
Invoice 10	\$3,596.57
Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC	20-Olcott & Winston-Class A Stone	BC 2021-36	10/29/2021	530.00
	Ash-5 cy-9/21/21			
334 - Irving Materials, INC	20-Olcott & Briggs Bend-Class A Stone	BC 2021-36	10/29/2021	424.00
	Ash-4 cy-9/27/21			
334 - Irving Materials, INC	20-Olcott & Briggs Bend-Class A Stone	BC 2021-36	10/29/2021	424.00
	Ash-4 cy-9/30/21			
334 - Irving Materials, INC	20-Winston & Olcott-Class A Stone	BC 2021-36	10/29/2021	530.00
	Ash-5 cy-9/29/21			
334 - Irving Materials, INC	20-St Remy & Olcott-Class A Stone	BC 2021-36	10/29/2021	424.00
	Ash-4 cy-10/5/21			
334 - Irving Materials, INC	20-Olcott & Kings Ct-Class A Stone	BC 2021-36	10/29/2021	636.00
	Ash-6 cy-10/13/21			
334 - Irving Materials, INC	20-St Remy & Olcott-Class A Stone	BC 2021-36	10/29/2021	424.00
	Ash-4 cy-10/7/21			

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 7	\$3,392.00
	Transactions	

Account **52340 - Other Repairs and Maintenance**

54344 - Stello Products, INC	20-Sign installation materials-9/24/21	10/29/2021	6,187.00
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$6,187.00
	Transactions	

Account **52420 - Other Supplies**

11243 - Core & Main, LP	20-24x24 Brick Red Detec ADA plates	10/29/2021	2,341.00
394 - Kleindorfer Hardware & Variety	20-Sidewalk crew-seal	10/29/2021	128.98
336 - Southside Rental Center, INC	20-Propane for Paving Crew-Tack	10/29/2021	59.50
	Wagon #452-10/4/21		

Account 52420 - Other Supplies Totals	Invoice 3	\$2,529.48
	Transactions	



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Program 200000 - Main Totals	Invoice 11	\$12,108.48
	Transactions	
Department 20 - Street Totals	Invoice 11	\$12,108.48
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 11	\$12,108.48
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-Asphalt for Paving-Pickwick Place-40.58 tons-10/5/21	BC 2020-13B	10/29/2021	2,160.89
19278 - Milestone Contractors, LP	20-surface-Sweetbriar/Pickwick/patching-468.45	BC 2020-13A	10/29/2021	22,251.45
19278 - Milestone Contractors, LP	20-surface-Pickwick/patching-445.95 tons-10/4-10/7/21	BC 2020-13A	10/29/2021	21,182.71
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 3		\$45,595.05
		Transactions		
Program 020000 - Main Totals		Invoice 3		\$45,595.05
		Transactions		
Department 02 - Public Works Totals		Invoice 3		\$45,595.05
		Transactions		
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 3		\$45,595.05
		Transactions		

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **43370 - Other Sales**

204 - State Of Indiana	18-September 2021 Sales Tax		10/18/2021	18.18
Account 43370 - Other Sales Totals		Invoice 1		\$18.18
		Transactions		

Account **52230 - Garage and Motor Supplies**

476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-alternator belt for garage-10/7/21		10/29/2021	17.29
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Account 52230 - Garage and Motor Supplies Totals		Invoice 1 Transactions	\$17.29
Account 52420 - Other Supplies			
313 - Fastenal Company	16-safety supplies-safety glasses, gloves, mix sticks-3/31/21	10/29/2021	787.53
313 - Fastenal Company	16-credit-for items not received-Inv INBLM223167	10/29/2021	(378.57)
793 - Indiana Safety Company, INC	16-employee gloves (72)-8/27/21	10/29/2021	87.84
793 - Indiana Safety Company, INC	16-gloves, safety glasses, hard hats- 10/4/21	10/29/2021	463.24
793 - Indiana Safety Company, INC	16-safety vests-10/4/21	10/29/2021	89.70
Account 52420 - Other Supplies Totals		Invoice 5 Transactions	<u>\$1,049.74</u>
Account 53130 - Medical			
231 - IU Health OCC Health Services	16-S. French-DS DOT 5 Panel Screen- 9/2/21	10/29/2021	47.00
Account 53130 - Medical Totals		Invoice 1 Transactions	<u>\$47.00</u>
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-October 2021	10/29/2021	572.05
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<u>\$572.05</u>
Account 53240 - Freight / Other			
793 - Indiana Safety Company, INC	16-employee gloves (72)-8/27/21	10/29/2021	13.41
793 - Indiana Safety Company, INC	16-gloves, safety glasses, hard hats- 10/4/21	10/29/2021	70.94
793 - Indiana Safety Company, INC	16-safety vests-10/4/21	10/29/2021	17.24
Account 53240 - Freight / Other Totals		Invoice 3 Transactions	<u>\$101.59</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation Dept-water/sewer bill- September 2021	10/13/2021	163.84
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	<u>\$163.84</u>



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Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- September 2021 management fee	10/13/2021	5.32
222 - Vectren	16-Sanitation-gas bill 9/2-10/4/21	10/13/2021	46.42
Account 53540 - Natural Gas Totals			Invoice 2 Transactions
			<hr/> \$51.74

Account **53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	19- Qtrly(Oct. 1 thru Dec 31, 2021 Fire Alarm Billing-Sanitation	BC 2021-70	10/29/2021	98.86
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	<hr/> \$98.86

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 10/6/21	BC 2009-52	10/29/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/6/21		10/29/2021	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 2 Transactions	<hr/> \$31.10

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees-9/16-9/28/21		10/29/2021	2,360.15
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-9/16-9/30/21		10/29/2021	16,463.91
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-4 loads- September 2021		10/29/2021	88.00
Account 53950 - Landfill Totals			Invoice 3 Transactions	<hr/> \$18,912.06
Program 160000 - Main Totals			Invoice 21 Transactions	<hr/> \$21,063.45
Department 16 - Sanitation Totals			Invoice 21 Transactions	<hr/> \$21,063.45
Fund 730 - Solid Waste (S6401) Totals			Invoice 21 Transactions	<hr/> \$21,063.45

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**



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Account **52430 - Uniforms and Tools**

327 - Hoosier Workwear Outlet, INC	10 HWW 363605 Wetnight	10/29/2021	100.00
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Account 52430 - Uniforms and Tools Totals	Invoice 1	<hr/>	\$100.00
	Transactions		

Account **53130 - Medical**

6661 - Jason A Kerr	10 2021 CDL Kerr Jason	10/29/2021	90.00
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Account 53130 - Medical Totals	Invoice 1	<hr/>	\$90.00
	Transactions		

Program 100000 - Main Totals	Invoice 2	<hr/>	\$190.00
	Transactions		

Department 10 - Legal Totals	Invoice 2	<hr/>	\$190.00
	Transactions		

Fund 800 - Risk Management(S0203) Totals	Invoice 2	<hr/>	\$190.00
	Transactions		

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

3977 - Cigna Health & Life Insurance Company	12-October 2021 Dental Vision ASO	10/29/2021	2,082.30
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18539 - Life Insurance Company Of North America	\$9,862.17 12-Bill Reference #103094_090121	10/29/2021	4,265.30
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Account 53990 - Other Services and Charges Totals	Invoice 2	<hr/>	\$6,347.60
	Transactions		

Account **53990.1201 - Other Services and Charges Health Insurance**

3908 - CIGNA Healthcare	12 - September 2021 Cigna Dental	10/15/2021	32,901.49
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17785 - The Howard E. Nyhart Company, INC	Funding \$32,901.49 12-October Wellness Reimbursements	10/19/2021	5,415.92
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Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 2	<hr/>	\$38,317.41
	Transactions		

Account **53990.1278 - Other Services and Charges Disability LTD**

18539 - Life Insurance Company Of North America	12-Bill Reference #103094_090121	10/29/2021	5,876.26
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Account **53990.1278 - Other Services and Charges Disability LTD** Totals

Program **120000 - Main** Totals

Department **12 - Human Resources** Totals

Fund **801 - Health Insurance Trust** Totals

Invoice 1	\$5,876.26
Transactions	
Invoice 5	\$50,541.27
Transactions	
Invoice 5	\$50,541.27
Transactions	
Invoice 5	\$50,541.27
Transactions	

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17-(4) tires LT275/70R18 E LTX AT2 125R	10/29/2021	908.00
4693 - Monroe County Tire & Supply, INC	17-tires	10/29/2021	172.72
4693 - Monroe County Tire & Supply, INC	17-tires	10/29/2021	537.64
4693 - Monroe County Tire & Supply, INC	17-tires	10/29/2021	1,522.00

Account **52230 - Garage and Motor Supplies** Totals

Invoice 4	\$3,140.36
Transactions	

Account **52320 - Motor Vehicle Repair**

4763 - Altec, INC (NUECO)	17- # 466 hydraulic pump, right- hand; Variable Volume Axial	10/29/2021	2,528.29
4135 - Andy Mohr Truck Center	17- #474 idler pulley	10/29/2021	182.67
4135 - Andy Mohr Truck Center	17-injectors for stock	10/29/2021	416.15
244 - Bloomington Ford, INC	17 - Ford Separator Assembly	10/29/2021	85.88
244 - Bloomington Ford, INC	17 - Extension exhaust and gasket	10/29/2021	120.40
244 - Bloomington Ford, INC	17 - Front wheel knuckle	10/29/2021	148.49
4335 - Circle Distributing, INC	17 - Sensor ASM - Tire Press IND	10/29/2021	37.74
4335 - Circle Distributing, INC	17 - Brakes	10/29/2021	487.98



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4335 - Circle Distributing, INC	17-fuel, oil and Air filters	10/29/2021	173.30
4335 - Circle Distributing, INC	17 - Brake pads; inv# 03NH8037	10/29/2021	887.95
5792 - Clark Truck Equipment Co., INC	17- #474 pump and sleeve	10/29/2021	810.97
4044 - Industrial Hydraulics, INC	17 - coupling set	10/29/2021	1,458.20
796 - Interstate Battery System of Bloomington, INC	17 - battery	10/29/2021	119.55
796 - Interstate Battery System of Bloomington, INC	17 - battery	10/29/2021	70.00
796 - Interstate Battery System of Bloomington, INC	17 - battery	10/29/2021	159.75
4439 - JX Enterprises, INC	17-Peterbilt parts-core, seal-rec ring, kit exh rcn valve	10/29/2021	708.21
4439 - JX Enterprises, INC	17 - 17-Peterbilt parts - Spring	10/29/2021	1,009.98
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part - Plug Kit	10/29/2021	21.46
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part - Plug Kit	10/29/2021	509.00
7308 - MacQueen Equipment, LLC	17-# axle repair	10/29/2021	6,494.89
786 - Richard's Small Engine, INC	17-#408 starter solenoid	10/29/2021	17.45
786 - Richard's Small Engine, INC	17-#518 John Deere 19 inch mower blades	10/29/2021	37.29
786 - Richard's Small Engine, INC	17-#724 ISO mount, STT-CAT (2)	10/29/2021	49.88
786 - Richard's Small Engine, INC	17-#724 air filters (Outer & Inner)	10/29/2021	92.35
786 - Richard's Small Engine, INC	17- Zinc Nut and elastic stop nut Zinc, Rod End. 5/8.Bolt hex	10/29/2021	106.94
582 - Town & Country Chrysler Dodge Jeep, INC	17- Driver side trail light	10/29/2021	110.50
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Starter and water pump	10/29/2021	579.90
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Freightlinerl parts - element - Fuel Filter, Fuel filter	10/29/2021	91.92
4606 - Truck Service, INC	17- # 4221 u-bolt assembly(U-Bolt Rod, 3/4-16 nut, ubolt washer	10/29/2021	93.96
4398 - TruckPro Holding Corporation	17 - break kit	10/29/2021	78.00



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4398 - TruckPro Holding Corporation	17 - misc parts - break drum, seal, break kits	10/29/2021	776.93
2096 - West Side Tractor Sales CO.	17 - alternator	10/29/2021	1,003.92
2096 - West Side Tractor Sales CO.	17 - filter element	10/29/2021	183.71
Account 52320 - Motor Vehicle Repair Totals		Invoice 33 Transactions	<hr/> \$19,653.61
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill- September 2021	10/13/2021	476.79
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	<hr/> \$476.79
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- September 2021 management fee	10/13/2021	13.53
222 - Vectren	17-Fleet Maint-gas bill 9/7-10/6/21	10/29/2021	47.90
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	<hr/> \$61.43
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	17 - replaced pipe and fittings in fleet car wash water heater	BC 2020-75 10/29/2021	713.00
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$713.00
Program 170000 - Main Totals		Invoice 41 Transactions	<hr/> \$24,045.19
Department 17 - Fleet Maintenance Totals		Invoice 41 Transactions	<hr/> \$24,045.19
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 41 Transactions	<hr/> \$24,045.19
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-October 2021 Dental Vision ASO \$9,862.17	10/29/2021	7,779.87



Board of Public Works Claim Register

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Account **53990.1241 - Other Services and Charges Vision** Totals

Invoice 1
Transactions \$7,779.87

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/13/2021	112.55
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/15/2021	54.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/15/2021	124.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/18/2021	189.42
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/18/2021	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/18/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	10/19/2021	535.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/20/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/21/2021	242.85
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2021	499.16

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 10
Transactions \$1,882.54

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	10/19/2021	1,135.00
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Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals

Invoice 1
Transactions \$1,135.00

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-Bill Reference #103094_090121	10/29/2021	16,228.75
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Account **53990.1273 - Other Services and Charges Term Life** Totals

Invoice 1
Transactions \$16,228.75

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-Bill Reference #103094_090121	10/29/2021	9,749.12
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Account **53990.1277 - Other Services and Charges Disability STD** Totals

Invoice 1
Transactions \$9,749.12



Board of Public Works Claim Register

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10/29/21

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/13/2021	361.79
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/18/2021	64.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/18/2021	298.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/20/2021	100.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/21/2021	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2021	692.90

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals

Invoice 6
Transactions

\$1,576.75

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	10/21/2021	19,557.66
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Account **53990.1283 - Other Services and Charges Health Savings Account** Totals

Invoice 1
Transactions

\$19,557.66

Program **120000 - Main** Totals

Invoice 21
Transactions

\$57,909.69

Department **12 - Human Resources** Totals

Invoice 21
Transactions

\$57,909.69

Fund **804 - Insurance Voluntary Trust** Totals

Invoice 21
Transactions

\$57,909.69

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

5409 - VS Engineering, INC	13-Sare Road Multiuse Path-CI- services thru 8/31/21	BC 2019-142	10/29/2021	5,670.34
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Account **54510 - Other Capital Outlays** Totals

Invoice 1
Transactions

\$5,670.34

Program **06016B - 2016 B Ped/Signal/Intersection** Totals

Invoice 1
Transactions

\$5,670.34

Department **06 - Controller's Office** Totals

Invoice 1
Transactions

\$5,670.34



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Fund **978 - City 2016 GO Bond Proceeds** Totals

Grand Totals

Invoice 1	<u>\$5,670.34</u>
Transactions	
Invoice 286	<u>\$626,253.09</u>
Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/29/2021	Claims HSA/WorkComp/MT & Gym/CIGNA				626,253.09
					626,253.09

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 **\$ 626,253.09**

Dated this 26th day of October year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

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

Fiscal Office_____