The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person
A Regular Meeting of the Board of Public Work will be held Tuesday, June 07, 2022 at 5:30 p.m. in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: https://bloomington.zoom.us/j/84126475855?pwd=ekZxYTZ0QWI6YzBEMmZoOFhSZXQwQT09
Meeting ID: 841 2647 5855 Passcode: 732969
The City will offer virtual options, including CATS public access television (live and tape-delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT
  1. Abatement at 1919 N. College Avenue

IV. CONSENT AGENDA
  1. Approval of Minutes May 24, 2022
  2. Encroachment Resolution 2022-33 for a Painted Rock Garden in the Tree Plot at 6th and Morton
  3. Resolution 2022-35 New Solicitor’s License; Middle Way House
  4. Resolution 2022-37; Pili’s Party Truck #3
  5. Resolution 2022-31; 4th of July Parade
  6. Addendum #1 to Contract with Bruce Home Improvements for Garage Door Replacement Project
  7. Supplement #1 to 2022 Cummins, Inc. Service Agreement
  8. Approval of Payroll

V. NEW BUSINESS
  1. Change Order #1 for the Park Ridge Resurfacing Project
  2. Change Order #3 for the Henderson, Rogers, Winslow Multi-Use Path Project
  3. Request from CBU for a Full Street Closure on E. 20th St from N. Lincoln St. to N. Dunn St. (June 08, 2022-July 08, 2022)
  4. Request from Duke Energy for Lane Closures on N. Pete Ellis Dr. (June 08, 2022-June 13, 2022)
  5. Request from The Standard at Bloomington LLC for a Full Street Closure on W. 17th St. from N. College Ave. to N. Walnut St. (June 08, 2022-June 20, 2022)
  6. Request from Strauser Construction for Full Street Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 13-14, 2022) and Sidewalk Closure on E. 17th Street from N. Lincoln Street to N. Grant Street (June 13, 2022-August 07, 2022)
  7. Noise Permit Request for Overnight Construction at 3020 E. 3rd St. (July 21, 2022-August 24, 2022)

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

To: Board of Public Works  
From: Chastina Chipman  
Date: June 7, 2022  
Re: Request to Abate property at 1919 N. College Ave., Bloomington, IN

Attachments:
1. Notice(s) of Violation Issued on 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

Facts:
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022, a Neighborhood Compliance Officer inspected the property located at 1919 N. College Ave. Bloomington, IN (Hereinafter the “Property”) and issued (a) Notices of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV was/were issued to Steak N Shake Operations, Inc. C/O Ryan, LLC (Hereinafter the “Owner(s)” because it is the Owner of the Property which is in violation of BMC § 6.06.020 in that there is garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 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. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:
Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.
City of Bloomington  
Housing and Neighborhood Development

On 05/04/2022, 05/11/2022, 05/18/2022, 05/25/2022 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

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

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

This ticket was issued to the property located at 1919 N College Ave. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through (1 year from date of 1st citation)**

BPW Meeting Date: 06/07/2022

Property Owner: Steak and Shake Operations Llc

Address: C/O Ryan, Llc PO Box 460169

Houston, TX 77056

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-05-28-300-136.000-005

Legal Description: 013-26360-00 PT NW SW 28-9-1W .61A; PLAT 42
Notice of Violation

Date 5/4/22  Time 1:17 pm  Address/location 1919 N College Ave 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).

X 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# S0753

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).

X 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# S0754

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 all trash in the dumpster enclosure, mow 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-possessor 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-possessor 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 costs.

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 Steak n Shake Operations
Address 7202 N College Ave 47404
City Houston  State TX
Zip Code 77014

Agent Name ____________________________
Address ______________________________
City __________________ State __________
Zip Code _____________________________

Mail Copies To: Resident: Owner: X Agent: ___
Notice of Violation

Date: 5/11/22  Time: 2:25 pm  Address/location: 1919 N College Ave 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 6.04.110(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# 50874

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# 50877

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 all scattered trash in dumpster enclosure. Mow 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: Steak n Shake Operations
Address: 9/14 Ryan, LLC PO Box 41001 69
City: Houston  State: TX
Zip Code: 77056

Agent Name
Address
City  State
Zip Code

Mail Copies To:  Resident: Owner: Agent:
Notice of Violation

Date 5/18/22 Time 1:45pm Address/location 1919 N College Ave 47404

Issued by: D8

☐ 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# 51015

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# 51016

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 all trash inside dumpster enclosure and on property.

How 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: Steak n Shake Operations
Address: 129 Ryan Ave PO Box 400169
City: Houston State: TX
Zip Code: 77056

Agent Name: ___________________ 
Address: ___________________
City: ___________________ State: ______
Zip Code: ___________________

BPW: ___________ Mail Copies To: Resident: ______ Owner: X Agent: ______
Notice of Violation

Date: 5/25/22  Time: 1:40pm  Address/location: 919 N College Ave

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# 57135

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 all scattered trash in the dumpster enclosure

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: STEAK N SHARK OPERATIONS, LLC
Address: P.O. Box 460169
City: Houston
State: TX
Zip Code: 77056

Agent Name: 
Address: 
City: State: 
Zip Code: 

BPW: X0-7-22

Mail Copies To: Resident: Owner: Agent:
NOTICE OF REQUEST FOR ABATEMENT

To: Steak N Shake Operations ("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 1919 N College Ave, Bloomington 47404, under parcel number 53-05-28-300-136.000-005 and whose legal description is 013-26360-00 PT NW SW 28-9-1W .61A; PLAT 42 (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 June 7th, 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. 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**

1919 N College AVE, Bloomington, IN 47404
53-05-28-300-136.000-005

Parcel Information

- **Parcel Number:** 53-05-28-300-136.000-005
- **Alt Parcel Number:** 013-26360-00
- **Property Address:** 1919 N College AVE
  Bloomington, IN 47404
- **Neighborhood:** 30 BLOOMINGTON CITY - COM - A
- **Property Class:** Franchise-type Restaurant
- **Owner Name:** Steak N Shake Operations Inc
- **Owner Address:** C/O Ryan, LLC PO Box 460169
  Houston, TX 77056
- **Legal Description:** 013-26360-00 PT NW SW 28-9-1W .61A;
  PLAT 42

Taxing District

- **Township:** BLOOMINGTON TOWNSHIP
- **Corporation:** MONROE COUNTY COMMUNITY

Land Description

<table>
<thead>
<tr>
<th>Land Type</th>
<th>Acreage</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>0.61</td>
<td></td>
</tr>
</tbody>
</table>
City of Bloomington’s Board of Public Works
Order Of Abatement for NOV
(deposit of garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 7, 2022.

The Board of Public Works now finds as follows:
1. Steak N Shake Operations, Inc. (Hereinafter the “Owner”) owns the real estate located at 1919 N. College Ave Bloomington, IN 47404, under parcel number 53-05-28-300-136.000-005 and whose legal description is 013-26360-00 PT NW SW 28-9-1W .61A; PLAT 42 (Hereinafter the “Property”).
2. On 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022 a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation 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 remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
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 deposit of garbage 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 AND EXPIRES ON THE 12th DAY OF APRIL 2023.**

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 7th Day of June, 2022.**

_______________________________
Kyla Cox Deckard, President
Board of Public Works
City of Bloomington
The Board of Public Works meeting was held on Tuesday, May 24, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with. Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Elizabeth Karon

City Staff: Adam Wason – Public Works
Luke Grover – Police Department
Daniel Dixon -- City Legal
Maria McCormick – Housing and Neighborhood Development
Paul Kerhberg -- Engineering
Neil Kopper -- Engineering

Beth Hollingsworth reminded everyone that summer is almost here, with festivals, markets, and outdoor activities. Construction season is in full swing for the City and asked that everyone be aware of the signage, barricades and other alerts.

Kyla Cox Deckard thanked Hollingsworth for all of her years of service to the Board of Public Works.

Daniel Dixon, City Legal, Appeal Noise Citation # 40153 for 724 S. Lincoln Street. See packet for details. Officer Luke Grover, Police Department, described the events leading up to issuing the citation.

Jorge Ortega, appellant, stated his appeal was because the noise was from a party that his roommates were having and that he was not involved in the party. He also stated that he spoke to others who had events and they did not receive a ticket.

Board Comments: Hollingsworth asked if it was a timely appeal. Dixon confirmed. Cox Deckard asked if Mr. Ortega had asked his roommates to pay for the fine. Ortega answered that he wanted to appeal it first.

Hollingsworth made a motion to deny the Appeal on Noise Citation #40153 for 724 S. Lincoln Street. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Maria McCormick, Housing and Neighborhood Development, presented Abatement at 708 S. Adams Street. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve the continuous Abatement at 708 S. Adams Street. Karon seconded. Cox Deckard took a roll call vote.
Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Maria McCormick, Housing and Neighborhood Development, presented Abatement at 740 S. Westwood Drive. See meeting packet for details.

**Board Comments:** Hollingsworth asked if there had been any contact with the owner. McCormick said they had not had any contact since 2020. Karon asked if there had been a continuous abatement in the previous year. McCormick confirmed.

Hollingsworth made a motion to approve the continuous Abatement at 740 S. Westwood Drive. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

1. Approval of Minutes; May 10, 2022
2. Ivy Chase Subdivision Phase I Final Plat Update
3. Revised Resolution 2021-65; Encroachment at 102 W. 6th Street
4. Resolution 2022-27; Renew Mobile Vendor in Public Right-of-Way; Bloomingbowls
5. Resolution 2022-29; Renew Mobile Push Cart in Public Right-of-Way; Chocolate Moose
6. Resolution 2022-32; New Mobile Solicitor’s License; Luis Nunez
7. Resolution 2022-28; Declaration of Surplus Property from Fleet
8. Partnership with Bloomington Parkour for Winslow-High-Rogers Roundabout
9. Noise Permit for Middle Way House’s 50 Years of Caring Picnic
10. Addendum #1 to 2022 Service Agreement with Cassady Electrical
11. Approval of Payroll

**Board Comments:** None

Hollingsworth made a motion to approve the Consent Agenda. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Neil Kopper, Engineering, presented Amendment #3 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 Amendment #3 to LPA - Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request from Reed & Sons Construction along E. 19th Street from Walnut to Lincoln for Construction of a New Sidewalk (June 01, 2022 – August 20, 2022). See meeting packet for

**NEW BUSINESS**
**Amendment #3 to LPA - Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project**

**Lane Closure Request from Reed & Sons Construction along E. 19th Street from Walnut to**
**Board Comments:** Karon asked if this project would be completed before the students return. Kehrberg said that the goal is for it be completed before then.

Hollingsworth made a motion to approve Lane Closure Request from Reed & Sons Construction along E. 19th Street from Walnut to Lincoln for Construction of a New Sidewalk (June 01, 2022 – August 20, 2022). Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request from Goodman Construction along N. Walnut St. (Dates TBD). See meeting packet for details.

**Board Comments:** Hollingsworth asked if the depth of the trench would hit karst terrain. Kehrberg said no. Cox Deckard asked if the approval request is for June 20th – July 1st. Kehrberg confirmed. Hollingsworth asked if this had been communicated with public transit and other services. Kehrberg confirmed.

Hollingsworth made a motion to approve Lane Closure Request from Goodman Construction along N. Walnut St. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request from Snedegar Construction for work in the Crestmont Community. See meeting packet for details.

**Board Comments:** Hollingsworth asked about the safety factor considering the amount of children that live in the area. Kehrberg said that the maintenance of traffic plans would be closely monitored. Cox Deckard commented that during the work session it was stated the cuts would be plated during the evening hours for the safety of the people trying to get through the area. Hollingsworth asked if the work would start the following day. Kehrberg said it would start as soon as the permit is issued.

Hollingsworth made a motion to approve Lane Closure Request from Snedegar Construction for work in the Crestmont Community. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022-June 24, 2022). See meeting packet for details.

**Board Comments:** Karon asked that since the original request was dated the day before, did the work begin then. Wason answered there was a sidewalk closure, but no lane closures.

Hollingsworth made a motion to approve Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022-June 24, 2022) Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Lincoln for Construction of a New Sidewalk (June 01, 2022 – August 20, 2022)

Lane Closure Request from Goodman Construction along N. Walnut St. (Dates TBD)

Lane Closure Request from Snedegar Construction for work in the Crestmont Community

Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022-June 24, 2022)
Adam Wason, Public Works, presented Award Contract to Browning Chapman, LLC. for the Walnut Street Parking Garage Repair Project. See meeting packet for details.

**Board Comments:** None

Hollingsworth made a motion to approve Award Contract to Browning Chapman, LLC. for the Walnut Street Parking Garage Repair Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Award Contract to Groomer Construction for Sidewalk Repair/Replacement Services. See meeting packet for details.

**Board Comments:** None

Hollingsworth made a motion to approve Award Contract to Groomer Construction for Sidewalk Repair/Replacement Services. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.


**Board Comments:** Karon recused herself from the vote for conflict of interest.

Hollingsworth made a motion to approve Contract with Ann-Kriss, LLC for Bathroom Remodel at Sanitation Garage. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Groomer Construction for Installation of Bollards in City Hall Parking Lot. See meeting packet for details

**Board Comments:** Hollingsworth asked if there are 10 bollards in total. Wason confirmed. Karon asked if since Groomer was just awarded another contract, if there are any issues with them adding this contract to their workload. Wason said there is no issue. Cox Deckard mentioned that during the work session it was discussed that the bollards are very similar to the bollards in use on Kirkwood. Wason stated they are made by the same manufacturer.

Hollingsworth made a motion to approve Contract with Groomer Construction for Installation of Bollards in City Hall Parking Lot. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Wason began by thanking Beth Hollingsworth for her years of service. Stated that Hollingsworth’s service to the community did not go unnoticed by staff and her dedication is appreciated. Wason continued by reminding everyone that the City is in full construction mode. Wason also made note of a public hearing for the proposed improvements on State Road 45-46 access improvements at West Stone Lake Dr. and North Monroe St. This project is being facilitated by the Indiana Department of Transportation project, not the City of Bloomington.
Hollingsworth made a motion to approve claims in the amount of $1,212,838.42. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed. Hollingsworth called for adjournment at 6:22 p.m.

Accepted By:

_____________________________________
Kyla Cox Deckard, President

_____________________________________
Elizabeth Karon, Secretary

Date: ____________________________ Attest to: ____________________________
Project/Event: Request to approve Resolution 2022-33
Agreement for a painted rock garden in the right-of-way at 6th and Morton

Staff Representative: Emily Herr

Petitioner/Representative: Lexie Wheat, College Internship Program (CIP)
Bloomington

Date: June 7, 2022

Report: The College Internship Program (CIP) Bloomington is requesting to encroach into the right-of-way within the tree plot at the corner of 6th and Morton. The adjacent property owned by Bloomington Redevelopment Commission entered into a Ground Lease with Regester Exchange, LLC, in 2003 who assigned the ground lease to Mercury Development Group, LLC. The College Internship Program (CIP) Bloomington occupies space on the ground floor and desires to establish a painted rock garden in a 4’ x 2’ area within the tree plot adjacent to their office. CIP seeks to bring awareness to autism and other learning differences with this painted rock garden. Signage will not be placed in the right-of-way, however, CIP will be pursuing a sign permit to be displayed in their window. There will be no ROW Use permit required with this request since there will be no digging, cutting, or excavating in the right-of-way by placing the painted rocks or border.
June 1, 2022

Board of Public Works  
401 N. Morton Street  
Bloomington, Indiana 47403

RE: Encroachment Items.  
Address of property: 204 N. Morton Street (corner of 6th and Morton)

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. The development will have wooden pieces laying along the perimeter of the garden to define the area.
2. The development will be approximately 2' by 4' along the sidewalk, decorated with painted rocks and local pollinators. Pictures attached of rocks and intended site to be used.

Attached please find a partial utility plan illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,

Lexie Wheat, LMHCA  
Clinical Therapist  
CIP Bloomington  
204 N Morton St  
Bloomington, IN 47404  
www.cipworldwide.org  
lwheat@cipbloomington.org  
(812) 323-0600 X 408
Assignment of Ground Lease

ASSIGNMENT entered into this 9th day of July, 2003 between REGESTER PLACE, LLC ("Regester"), an Indiana limited liability company, and MERCURY DEVELOPMENT GROUP, LLC ("Mercury"), an Indiana limited liability company.

Recitals

A. Regester Exchange, LLC, as Lessee, and the City of Bloomington, Indiana Redevelopment Commission ("City"), as Lessor, entered into a Ground Lease dated January 31, 2003, under the terms of which Regester Exchange, LLC has the right and obligation to develop, manage and operate certain real estate described in the Ground Lease.

B. Pursuant to Article 6 of the Ground Lease, Regester Exchange, LLC is obligated construct a parking garage on a portion of the real estate and, upon completion of construction, to lease the parking garage back to the City.

C. On June 6, 2003, Regester Exchange, LLC assigned to Regester all of the rights and obligations of Regester Exchange, LLC under the Ground Lease.

D. Regester now desires to assign to Mercury all of Regester’s rights and obligations to the Ground Lease.

E. Mercury desires to accept that assignment upon the terms and conditions set forth below.

Terms and Conditions

1. For One Dollar ($1.00) and other valuable consideration, the receipt of which is acknowledged by Regester, Regester hereby sells, assigns, transfers and conveys to Mercury all of Regester’s rights and obligations to under the Ground Lease dated January 31, 2003 between Regester, as Lessee, and the City, as Lessor.

2. Mercury hereby accepts the assignment by Regester and agrees to perform the obligations of the Lessee set forth in the Ground Lease, including, but not limited to, the obligation under Article 6 of the Ground Lease to construct a parking garage and lease the parking garage back to the City.

REGETER PLACE, LLC

By: ________________________________

David Ferguson,
Managing Member

MERCURY DEVELOPMENT GROUP, LLC

By: ________________________________

David Ferguson,
Managing Member

Assignment of Ground Lease – Page 1
Approval of City of Bloomington, Indiana
Redevelopment Commission

The City of Bloomington, Indiana Redevelopment Commission hereby approves the assignment by Regester Place, LLC to Mercury Development Group, LLC of the rights and obligations of the Lessee under the Ground Lease dated January 31, 2003 between the City of Bloomington, Indiana Redevelopment Commission, as Lessor, and Regester Echange, LLC, as Lessee.

Dated this 7th day of July, 2003

CITY OF BLOOMINGTON, INDIANA
REDEVELOPMENT COMMISSION

By: ____________________________
    President

STATE OF INDIANA

) SS:

COUNTY OF MONROE

Before me, a Notary Public, in and for said County and State, personally appeared David Ferguson, Managing Member of Regester Place, LLC, who acknowledged the execution of this Assignment of Ground Lease and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 7th day of July, 2003.

 ____________________________
Notary Public

Resident of MONROE County, Indiana

My commission expires: July 9, 2008

STATE OF INDIANA

) SS:

COUNTY OF MONROE

Before me, a Notary Public, in and for said County and State, personally appeared David Ferguson, Managing Member of Mercury Development Group, LLC, who acknowledged the 

Assignment of Ground Lease – Page 2
execution of this Assignment of Ground Lease and who having been duly sworn, stated that all
facts set forth are true to the best of his knowledge, information and belief.

Dated this 9th day of July, 2003.

Michael L. Carver
Notary Public
Resident of Monroe County, Indiana
My commission expires: July 9, 2006

STATE OF INDIANA )
SS:
COUNTY OF MONROE )

Before me, a Notary Public, in and for said County and State, personally appeared
David Walker, President of City of Bloomington, Indiana Redevelopment
Commission, who acknowledged the execution of this Assignment of Ground Lease and who
having been duly sworn, stated that all facts set forth are true to the best of his knowledge,
information and belief.

Dated this 9th day of July, 2003.

J. F. Roberts
Notary Public
Resident of Monroe County, Indiana
My commission expires: 11/26/07

This instrument prepared by
Geoffrey M. Grodner
Attorney at Law
Mallor Clendening Grodner & Bohrer LLP
Bloomington, Indiana

gmg/063003/02207-01/assign.placetomerc.doc

Assignment of Ground Lease – Page 3
MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease, made and entered into this 10th day of February, 2003, by and between the City of Bloomington, Indiana Redevelopment Commission ("Lessor") and Regester Exchange LLC, an Indiana limited liability company, ("Lessee").

Under date of January 31, 2003, Lessor and Lessee entered into a Ground Lease for certain premises commonly known as the Regester Parking Garage, which premises are more particularly described as follows ("Real Estate"): 

See attached Exhibit A

Such Ground Lease provides for certain rights, responsibilities and duties of the parties which will, if performed pursuant to the terms of said Ground Lease and any options contained therein, constitute an encumbrance on the Real Estate until the 30th day of January, 2053.

This Memorandum of Ground Lease is executed for the purpose of recording and giving notice to the public of the existence of the Ground Lease above referenced. For the full terms of said Ground Lease, reference should be made to the original document.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year above written.

LESSOR:

CITY OF BLOOMINGTON, INDIANA
REDEVELOPMENT COMMISSION

By: David Walter, President

LESSEE:

REGESTER EXCHANGE LLC
an Indiana limited liability company

By: Morris H. Erickson, President

Attest:

Timothy A. Hansen, Secretary

Exhibit 'A'
STATE OF INDIANA )
COUNTY OF MONROE ) SS:

David Walter, the President of the City of Bloomington, Indiana Redevelopment Commission personally appeared before me, a Notary Public, in and for said County and State on the 3rd day of February, 2003 and for and on behalf of said Commission acknowledged the execution of the foregoing Memorandum of Ground Lease as his voluntary act and deed.

My Commission Expires: March 13, 2009
Notary Public

County of Residence: Monroe
Vickie Renfrow
(Name Printed)

STATE OF INDIANA )
COUNTY OF MONROE ) SS:

Timothy A. Hanson, the Secretary of the City of Bloomington, Indiana Redevelopment Commission personally appeared before me, a Notary Public, in and for said County and State on the 3rd day of February, 2003 and for and on behalf of said Commission acknowledged the execution of the foregoing Memorandum of Ground Lease as his voluntary act and deed.

My Commission Expires: 1/31/03
Notary Public

County of Residence: Monroe
Janet Roberts
(Name Printed)

STATE OF INDIANA )
COUNTY OF MONROE ) SS:

Morris H. Erickson, Managing Member of Register Exchange LLC, an Indiana limited liability company, personally appeared before me, a Notary Public, in and for said County and State on the 31st day of January, 2003 and acknowledged the execution of the foregoing Memorandum of Ground Lease as his voluntary act and deed.

My Commission Expires: March 13, 2009
Notary Public

County of Residence: Monroe
Vickie Renfrow
(Name Printed)

This instrument prepared by Vickie Renfrow, Attorney at Law
City of Bloomington Legal Department, P. O. Box 100, Bloomington, IN 47401-0100.
EXHIBIT A

Property Description

The "Leased Land" shall include real estate in Monroe County, Indiana, more particularly described as:

Commencing at the Northwest corner of Lot 279 of the Town of Bloomington Plat, found in Plat Cabinet B, envelope 5, and was originally recorded in Book A, page 5, Office of the Recorder, Monroe County, Indiana, and being the point of beginning. Thence proceeding N89°38'17"E for a distance of 276 feet, and to the Northeast corner of Lot 265 of the Town of Bloomington Plat as mentioned above. Thence S00°25'34"E for a distance of 187.74' along the Western right-of-way of College Avenue to a point near the building corner of the existing Graham Plaza Building. Thence proceeding S89°29'26"W for a distance of 132' to the Eastern edge of a 12' platted alley running North/South between 6th Street and 7th Street. Thence proceeding S00°25'34"E for a distance of 86.55 feet to the Southwest corner of Lot 223. Thence proceeding S89°35'34"W for a distance of 144' along the Northern right-of-way of West 6th Street to the Southwest corner of Lot 221. Thence N00°25'34"W for a distance of 274.75' to the point of beginning and along the Eastern right of way of North Morton Street. Containing 64,344.41 square feet or 1.4771 acres more or less.

Subject to a Stair Tower easement found in Deed Book 268, Page 585, Office of the Recorder, Monroe County, Indiana which is described as follows:

Commencing at the Northwest corner of Lot 279 of the Town of Bloomington Plat, found in Plat Cabinet B, envelope 5, and was originally recorded in Book A, page 5, Office of the Recorder, Monroe County, Indiana. Thence proceeding N89°38'17"E for a distance of 276 feet, and to the Northeast corner of Lot 265 of the Town of Bloomington Plat as mentioned above. Thence S00°25'34"E for a distance of 187.74' along the Western right-of-way of College Avenue to a point near the building corner of the existing Graham Plaza Building. Thence proceeding S89°29'26"W for a distance of 14.06' to the point of beginning and Southeast corner of said Stair Tower Easement. Thence S89°29'26"W for a distance of 18.94 feet. Thence N00°25'34"W for a distance of 10.47 feet. Thence N89°29'26"E for a distance of 18.94 feet. Thence S00°25'34"E for a distance of 10.47 feet and to the point of beginning. Containing 198.30 square feet or .0045 acres more or less.
Encroachment Agreement with College Internship Program, Inc.

WHEREAS, the City of Bloomington Redevelopment Commission ("Owner") owns the real property at 220 N Morton Street, which real estate is more particularly described in Instrument No. 2002021373, in the Office of the Recorder of Monroe County (the “Property”); and

WHEREAS, Regester Exchange, LLC, ("Lessee"), leases the Property from Owner and has the right and obligation to develop, manage, and operate certain real estate described in the Ground Lease (Instrument No. 2003003623); and

WHEREAS, Lessee assigned its lease to Mercury Development Group, LLC ("Assignee") (Instrument No. 2003019095); and

WHEREAS, the College Internship Program, Inc. ("Renter") rents the Property from Assignee; and

WHEREAS, Renter wishes to place the following type of encroachment over and upon the public right of way adjacent to the Property: a four-foot (4’) by two-foot (2’) area within the existing tree plot to place a wooden border and painted rocks that are intended to bring awareness to autism and other learning differences; and

WHEREAS, Renter will not be digging, cutting, or excavating in the right-of-way with this encroachment and will therefore not be required to obtain a ROW Use Permit in addition to this encroachment agreement; and

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

WHEREAS, the City of Bloomington neither desires nor intends to vacate this right of way.

NOW, THEREFORE, BE IT RESOLVED:

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

1. Renter agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Renter shall be responsible for
timely performance of maintenance and shall bear all expense regarding such maintenance.

2. The encroachments shall not deviate from the design which is depicted in Exhibit A and Exhibit B of this Resolution. Exhibit A and Exhibit B are attached hereto and incorporated herein by reference as though fully set forth.

3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).

4. This Resolution is not intended to relieve Renter of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.

5. Renter agrees that the only encroachments that may be installed in the right of way are described herein. In the event Renter wishes to install any additional encroachment(s), Renter must first obtain additional approval from the Board of Public Works.

6. Renter understands and agrees that if the City or a public or municipal 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 public or municipal utility, the removal shall be at the sole expense of Renter, 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. Renter shall not be compensated for any expense which it may incur.

7. 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 Renter shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.

8. In the event Renter no longer rents the property this encroachment agreement shall expire.

9. In consideration for the use of the property, pursuant to this Resolution, Renter, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the “Renter Parties”) hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys’ fees and court costs, which may occur as
a result of the use of said property by the Renter 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 Renter 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. Renter 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.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Renter; 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.

11. College Internship Program, Inc., agrees by signing that it 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 2022-33 this _________ day of ___________________, 2022.

CITY OF BLOOMINGTON

BOARD OF PUBLIC WORKS

By: _________________________  By: ___________________________

Kyla Cox Deckard, President  NAME, TITLE, Renter, College Internship Program, Inc.

Date: _________________________  Date: _________________________

By: _________________________

Elizabeth Karon, Secretary

Date: _________________________

Resolution 2022-33
STATE OF INDIANA )
) SS:
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard and Elizabeth Karon, 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, NAME, College Internship Program, Inc., as Renters of 220 N Morton Street, 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 Christopher J. Wheeler, Attorney at Law City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

Resolution 2022-33
Middleway House, by its representative Madeline Plant, has applied for a Solicitor License to place mini flyers on windshields of vehicles in downtown Bloomington advertising their free “50 Years of Caring Concert & Picnic in the Park.” 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 on foot placing mini flyers on vehicle windshields.

This application is for 4 days.

Staff is supportive of the request.

Susan Coates
SOLICITOR 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

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<th>Length of License:</th>
<th>24 Hours</th>
<th>3 Days</th>
<th>7 Days</th>
<th>30 Days</th>
<th>3 Months</th>
<th>6 Months</th>
<th>1 Year</th>
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<td>License Fee:</td>
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<td>$30</td>
<td>$50</td>
<td>$75</td>
<td>$150</td>
<td>$200</td>
<td>$350</td>
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2. Applicant Information

Name: Madeline Plant
Title/Position: Director of Development
Date of Birth: 2-7-1998
Address: 338 S. Washington Street
City, State, Zip: Bloomington, IN 47401
E-Mail Address: development@middlewayhouse.org
Phone Number: (812) 333-7404

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:

Received in ESD
MAY 31 2022
4. Company Information

<table>
<thead>
<tr>
<th>Name of Employer:</th>
<th>Middle Way House, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Employer:</td>
<td>330 S. Washington Street</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Bloomington, IN 47401</td>
</tr>
<tr>
<td>Employment Start Date:</td>
<td>May 2021</td>
</tr>
<tr>
<td>End Date (If known):</td>
<td>N/A</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(812) 333-7404</td>
</tr>
<tr>
<td>Website / Email:</td>
<td><a href="mailto:development@middlewayhouse.org">development@middlewayhouse.org</a></td>
</tr>
<tr>
<td>Company is a:</td>
<td>Nonprofit Organization</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Executive Director, Carrie Stillion</td>
<td>330 S. Washington St. Bloomington, IN 47401</td>
</tr>
</tbody>
</table>

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

| Date of incorporation or organization: | 1971 |
| State of incorporation or organization: | Indiana |
| (If Not Indiana) Date qualified to transact business in state of Indiana: |
7. Description of product or service to be sold and any equipment to be used

We are wanting to put mini flyers for our free 50 years of Caring Concert & Picnic in the Park on windshields of cars in Downtown Bloomington.

Planned hours of operation: Friday, June 3rd to Friday, June 10th
11 AM - 2 PM each day

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

On the downtown Bloomington Square and parking garages.

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

Yes ☐ No ☒

(If Yes) Provide details

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

☑ Proof of insurance in accordance with the limits described in Section 4.16.090 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 → 23-7300355

☒ A signed copy of the Prohibited Location Agreement

☒ A signed copy of the Standards of Conduct Agreement

☐ 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 certificate (N/A)

For City Of Bloomington Use Only

Date Received: 5/31/22
Received By: LeAnn
Date Approved: 5/31/22
Approved By: LeAnn
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.

Madeline Plant
Name, Printed

Madeline Plant
Signature

5-24-22
Date Release Signed
Prohibited Location Agreement

Bloomington Municipal Code Section 4.16.130 prohibits Solicitors from operating in certain locations. This Agreement provides for all of the prohibited locations. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Solicitor, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the below-listed location restrictions:

- No solicitor 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 solicitor shall locate in a street, street median strip or alleyway
- No solicitor 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 solicitor 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 solicitor shall locate in a neighborhood or on property wherein a sign reading “No Solicitation”, or something of a similar nature, has been duly erected and displayed
- No solicitor 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 conduct business in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor:

Name: Madeline Plant
Signature: Madeline Plant
Date: 5-24-22
Standard of Conduct Agreement

Bloomington Municipal Code Section 4.16.150 provides Standards of Conduct for all Solicitors. 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 Solicitor 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:

- Solicitors 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 solicitor 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 solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance
- Solicitors 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 jurisdiction
- No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
  - Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation
  - Blocking or impeding the passage of the person solicited
  - Repeating the solicitation after the person solicited has indicated an objection to the solicitation
  - Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation
  - Threatening the person solicited with physical harm by word or gesture
  - Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
  - Touching the solicited person without the solicited person’s consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- No solicitor shall conduct his/her business from a street, alley, traffic island, or median.
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 Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor:

Name: Madeline Plant
Signature: Madeline Plant
Date: 5-24-22
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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: Sandi Taylor Hometown Insurance LLC
410 W Kirkwood Ave, Suite A
Bloomington, IN 47404
License #: 883571

CONTACT:
Antoinette Hammack
PHONE (912)822-2277
FAX (912)822-2173
ADDRESS: Antoinette@shometownins.com

INSURED:
Middle Way House, Inc.
PO Box 95
Bloomington, IN 47402-0095

INSURER(S) AFFORDING COVERAGE
INSURER A: Berkshire Hathaway Specialty Ins. Co.
NAIC #
INSURER B: Irwin Siegel Agency Inc.
INSURER C: Markel Insurance
27626
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGE NUMBER: 00000219-1751628
REVISION NUMBER: 9

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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>TADD/INSCR</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>47SPK25573305</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X OCCUR</td>
<td>10/16/2021</td>
<td>10/16/2022</td>
</tr>
<tr>
<td></td>
<td>GEN AGGREGATE LIMIT APPLIES PER LOC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>47RWS25573405</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
<td>10/16/2021</td>
<td>10/16/2022</td>
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<tr>
<td></td>
<td>NON-OWNED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>47SUM25573505</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>10/16/2021</td>
<td>10/16/2022</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION</td>
<td>Y/N</td>
<td>WC0149463-08</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPONENT/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>N/A</td>
<td>10/16/2021</td>
<td>10/16/2022</td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IF YES, SEE DESCRIPTION OF OPERATIONS BELOW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Cyber Liability</td>
<td>TBD - BINDER</td>
<td>TBD - BINDER</td>
<td>Per Occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10/16/2021</td>
<td>10/16/2022</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Cyber Crime</td>
<td>TBD - BINDER</td>
<td>TBD - BINDER</td>
<td>Per Occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10/16/2021</td>
<td>10/16/2022</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: ACORD 101, Additional Remarks Schedule, may be attached if more space is required.
Active Assailant Coverage - Certain Underwriters at Lloyd's - 10/16/2021 to 10/16/2022 $1,000,000 Property Damage and $500,000 Liability.

CERTIFICATE HOLDER
Middle Way House, Inc.
PO Box 95
Bloomington, IN 47402

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF
MIDDLE WAY HOUSE, INCORPORATED

LARRY A. CONRAD,
I, WILHELM H. STEINM, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not for profit Corporation, in the form prescribed by my office, prepared and signed in triplicate by the incorporators and acknowledged and verified by the same before a Notary Public, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the triplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in my office; and that the remaining two copies of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporators or their representatives; all as prescribed by the provisions of the Indiana General Not For Profit Corporation Act, as amended.

Wherefore, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 2nd day of September, 1971.

WILHELM H. STEINM, Secretary of State
LARRY A. CONRAD,

By. ____________________________
Deputy
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, Middle Way House, Inc. ("Solicitor"), is seeking a Business License under Bloomington Municipal Code 4.16;

WHEREAS, the issuance of a Business License under Bloomington Municipal Code 4.16 requires Solicitor to submit documentation to the City-set forth at Bloomington Municipal Code 4.16.050-including proof of registration with the Indiana Secretary of State and proof of insurance;

WHEREAS, Solicitor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.16.150, the Location Restrictions found in Bloomington Municipal Code 4.16.130, and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.16.090;

WHEREAS, Solicitor desires to be able to use City property, which includes public any and all public right-of-way; and

WHEREAS, under the Bloomington Municipal Code 4.16.050, approval to use public sidewalks must be provided by the Board of Public Works via resolution;

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

1. Solicitor has permission to use the right of way as indicated in the staff memo, on a temporary and transient basis, for the purpose of placing mini flyers on windshields of vehicles in downtown Bloomington advertising their free “50 Years of Caring Concert & Picnic in the Park,” beginning on June 8, 2022 and ending on June 11, 2022.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.16 of the Bloomington Municipal Code. Thus, Solicitor 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. Soliciting without a business license is a violation of Bloomington Municipal Code 4.16.160(a)(1), and would subject Solicitor 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 4.16 of the Bloomington Municipal Code-attach to this approval:
   a. Solicitor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
   b. Solicitor will have obtained a valid business license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid business license throughout the term of Solicitor’s operation on City property.
   c. Solicitor may not use any device to amplify sounds or draw attention to the Solicitor aurally or with a light-producing device;
   d. Solicitor may not operate in a manner that would significant impede or prevent the use of any City property, or in a manner that would endanger the safety or property of the public.
   e. Solicitor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
f. Solicitor 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.

ADOPTED THIS 7th DAY OF JUNE 2022.

BOARD OF PUBLIC WORKS:

______________________________
Kyla Cox Deckard, President

______________________________
Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-35 ARE ACCEPTABLE AND AGREED TO BY SOLICITOR:

______________________________
Madeline Plant
Middle Way House, Inc.
BUSINESS NAME
Maria del Pilar Gonzalez, Pili’s Party Taco #3, 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 be selling food via a mobile kitchen and food truck.

This application is for six months.

Staff is supportive of the request.

Susan Coates
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

<table>
<thead>
<tr>
<th>Length of License:</th>
<th>24 Hours</th>
<th>3 Days</th>
<th>7 Days</th>
<th>30 Days</th>
<th>3 Months</th>
<th>6 Months</th>
<th>1 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Fee:</td>
<td>$25</td>
<td>$30</td>
<td>$50</td>
<td>$75</td>
<td>$150</td>
<td>$200</td>
<td>$350</td>
</tr>
</tbody>
</table>

2. Applicant Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Maria del Pilar Gonzalez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position:</td>
<td>Owner</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>08-31-75</td>
</tr>
<tr>
<td>Address:</td>
<td>1507 W Arlington Rd</td>
</tr>
<tr>
<td></td>
<td>Bloomington IN 47404</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:Pils-party.taco@Hotmail.com">Pils-party.taco@Hotmail.com</a></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
</tbody>
</table>

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:

Received in ESD
JUN 2 2022
4. Company Information

<table>
<thead>
<tr>
<th>Name of Employer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Employer:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Employment Start Date:</td>
<td></td>
</tr>
<tr>
<td>End Date (If known):</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Website / Email:</td>
<td></td>
</tr>
<tr>
<td>Company is a:</td>
<td></td>
</tr>
<tr>
<td>☐ Limited Liability Corporation (LLC)</td>
<td>☐ Corporation</td>
</tr>
<tr>
<td>☐ Partnership</td>
<td>☐ Sole Proprietor</td>
</tr>
<tr>
<td>☐ Other:</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
</table>
| Maria del Sol Gonzalez | 1507 W Ashington Rd  
Bloomington IN 47401 |

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

<table>
<thead>
<tr>
<th>Date of incorporation or organization:</th>
<th>08-27-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of incorporation or organization:</td>
<td>08-27-16</td>
</tr>
<tr>
<td>(If Not Indiana) Date qualified to transact business in state of Indiana:</td>
<td>08/22/16</td>
</tr>
</tbody>
</table>
### 7. Description of product or service to be sold and any equipment to be used

<table>
<thead>
<tr>
<th>Planned hours of operation:</th>
<th>Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place or places where you will conduct business (If private property, attach written permission from property owner):</td>
<td></td>
</tr>
<tr>
<td>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:</td>
<td>Please Attach</td>
</tr>
<tr>
<td>Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?</td>
<td>Yes [ ] No [x]</td>
</tr>
<tr>
<td>(If Yes) Provide details</td>
<td></td>
</tr>
</tbody>
</table>
8. You are required to secure, attach, and submit the following:

- [ ] A copy of the Indiana registration for the vehicle
- [ ] Copy of a valid driver's license
- [ ] Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- [ ] Proof of an independent safety inspection of all vehicles to be used in the business
- [ ] Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
  - Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate
  - Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
- [ ] Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- [x] A copy of the business's registration with the Indiana Secretary of State.
- [x] A copy of the Employer ID number
- [x] A signed copy of the Prohibited Location Agreement
- [x] A signed copy of the Standards of Conduct Agreement
- [x] Fire inspection (if required)
- [x] Picture of truck or trailer
- [x] 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

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Received By:</th>
<th>Date Approved:</th>
<th>Approved By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUN 2 2022</td>
<td>Health</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RETAIL FOOD ESTABLISHMENT
INSPECTION REPORT

Based on an inspection this day, the item(s) noted below identify violations of 410 IAC 7-24, Indiana Retail Food Establishment Sanitation Requirements. The time limit for correction of each violation is specified in the narrative portion of this report.

<table>
<thead>
<tr>
<th>Establishment Name</th>
<th>Telephone Number</th>
<th>Date of Inspection</th>
<th>ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pili's Party Taio #3</td>
<td>317-222-2251</td>
<td>5-25-27</td>
<td>10.58</td>
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<table>
<thead>
<tr>
<th>Owner</th>
<th>Purpose:</th>
<th>Follow-up</th>
<th>Release Date</th>
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</thead>
<tbody>
<tr>
<td>Maria, Del Pilar Gonzalez</td>
<td>1. Routine</td>
<td></td>
<td>10 days</td>
</tr>
<tr>
<td>Owner's Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Person in Charge</td>
<td>2. Follow-up</td>
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</tr>
<tr>
<td>Rico Amoza Avendano</td>
<td>3. Complaint</td>
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<tr>
<td>Responsible Person's E-mail</td>
<td>4. Pre-Operational</td>
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<tr>
<td></td>
<td>5. Temporary</td>
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<tr>
<td>Certified Food Handler</td>
<td>6. HACCP</td>
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<td></td>
</tr>
<tr>
<td>Lourdes Amoza Avendano</td>
<td>7. Other (list)</td>
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</tr>
</tbody>
</table>

• CRITICAL ITEMS ARE IDENTIFIED IN THE CHECKLIST AND NARRATIVE COLUMNS MARKED “C”
• VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE “SUMMARY OF VIOLATIONS” AND IN THE NARRATIVE BELOW AS “R”

<table>
<thead>
<tr>
<th>Section#</th>
<th>C/NC</th>
<th>R</th>
<th>Narrative</th>
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<tbody>
<tr>
<td>1</td>
<td>C</td>
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<td>On-site, for pre-operational inspection.</td>
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<tr>
<td>2</td>
<td></td>
<td></td>
<td>Facility approved to open.</td>
</tr>
</tbody>
</table>

Received by (name and title printed): JESSICA BROWN
Received by (signature):

Inspected by (name and title printed):

Received by (signature):

Inspected by (signature):

Pili's Party Taio #3
119 West Seventh St.
Bloomington, Indiana 47404-3989
812-349-2543
## 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.
# Certificate of Liability Insurance

**Producer:**
First Insurance Group  
1405 N. College Avenue  
Bloomington, IN 47404

**Contact:**
Beth Jones  
PHONE: (812) 331-3230  
FAX: (812) 331-3230  
E-MAIL: beji@flpgtecinc.com

**Insurers Affording Coverage:**
- **Insurer A:** Auto-Owners Insurance Company  
  MAIC #: 18988

**Coverages:**

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<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>1507 W Arlington Rd</td>
<td>05290556</td>
<td>04/13/2022</td>
<td>04/13/2023</td>
<td>$1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Occurrence) $300,000</td>
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<td>MDL EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADJ INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPOG AGG Included</td>
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<td>Hired &amp; Non-owned Auto $1,000,000</td>
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<td>Automobile Liability</td>
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<td>5329055600</td>
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<td>A</td>
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<td>GROUNDED SINGLE LIMIT (Per accident) $1,000,000</td>
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<td>BODILY INJURY (Per accident) $50,000</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
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<td>UNINSURED MOTORIST $100,000</td>
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<td></td>
<td>EACH OCCURRENCE $100,000</td>
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<td>AGGREGATE $100,000</td>
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<td>B</td>
<td>Workers Compensation and Employers' Liability</td>
<td>401 N. Morton St, Sto 130</td>
<td>WC5-33S-B21K3Q-0121</td>
<td>12/23/2021</td>
<td>12/23/2022</td>
<td>PER STATEMENT</td>
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<td>ANY PROPONENT/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ( Mandatory in RH)</td>
<td>N/A</td>
<td>E.L. EACH ACCIDENT $50,000</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>E.L. DISEASE - EA EMPLOYEE $50,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $50,000</td>
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**Description of Operations/Locations/Vehicles:** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- **City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.**

**Certificate Holder:**
City of Bloomington  
401 N. Morton St, Sto 130  
Bloomington, IN 47402

**Cancellation:**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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Certification of Driver’s Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/06/2018
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Mark E. Dehn, Director of Driver Records
**NOTE:** The BMV only retains supporting documentation for a period of 10 years **

IVAN ALEJANDRO MACEDA VELA
2303 E 2ND ST APT 7
BLOOMINGTON, IN 47401-5304

License number: 3139-10-0400
License type: OPERATOR
License expires: 07/30/2020
License status: VALID
SR22: Not needed
Current points: 2
Social Security #: 

Birth date: 02/27/1982 Gender: MALE

Physical Description: Height: 5'9" Weight: 165lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

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.

Convictions -- (*) indicates active points

**Continued on Next Page**
Driver number: 3139-10-8480  IVAN ALEJANDRO MACEDA VELA  DOB: 02/27/1982

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<tr>
<th>Disposition Date</th>
<th>Pts</th>
<th>Offense Description</th>
<th>Offense Date</th>
<th>Court / Case Number</th>
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<th>Disq IDs</th>
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<td>11/20/2017</td>
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<td>Speeding 60/45</td>
<td>07/29/2017</td>
<td>BROWN CIRCUIT / 07C011708F000568</td>
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Legal Addresses

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<td>203 E 15TH ST</td>
<td>BLOOMINGTON</td>
<td>IN</td>
<td>47408-1723</td>
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Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083
Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472
Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238
Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks
No Remarks were found.

** Continued on Next Page **
****************************************
* End of Driver Record *
****************************************
CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION: I.U. Fleet Services

INSPECTOR'S NAME: Travis Moder

INSPECTOR'S PHONE #: 812-349-3303

DATE OF INSPECTION: 4-19-22

TAXICAB COMPANY: ____________________________

VEHICLE YEAR: 2019  MAKE: Ford  MODEL: E59 Chassis

VIN: 1Fred1ES5K0009201

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<tr>
<th>LIGHTS (Front &amp; Rear)</th>
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Attach this completed Inspection Sheet with your permit or renewal application and remit to:

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Inspector Signature

Date: 4-19-22

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
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.

[Signature]

Date Release Signed: 06/02/22
REGISTERED RETAIL MERCHANT CERTIFICATE
INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2216 S ROCKPORT RD
BLOOMINGTON IN 47403-2339

FBIN 32-0503571
LOC ID 0159485118-001
ISSUED March 16, 2022
EXPIRES March 31, 2023

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

PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

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

[Signature]
COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN
Date of this notice: 09-01-2016
Employer Identification Number: 32-0503571
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at: 1-800-829-4933
IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 32-0503571. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is PILI. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
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 or 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: Maria del Pilar González

Name: Maria del Pilar González

Signature: Maria del Pilar González

Date: 06/01/22
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 bu: not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants

€ No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit

€ Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City’s Planning and Transportation Department

€ No mobile food vendor unit may make use of any public or private electrical outlet while in operation

€ Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;
Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.

No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance.

Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred.

Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk.

Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:

- Be placed approximately 20 feet from a building or structure;
- Provide a barrier between the grill or device and the general public;
- The spark, flame or fire shall not exceed 12 inches in height;
- A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;

Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City’s jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales.

No mobile food vendor unit shall ever be left unattended.

Mobile food vendor units shall not be stored, parked or left overnight on any City property.

All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City’s sewer or storm drains.

All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes.

No mobile food vendor shall provide customer seating unless approval has been provided by the City’s Board of Public Works and the City’s Planning and Transportation Department.

All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code.

All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code.

No mobile food vendor shall have a drive-thru.

The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".

- Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

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

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

Vendor: ____________________________

Name: ________________

Signature: ________________

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

Transaction Date: 5/25/2022  
Receipt Num.: 35891  
Paid at office

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Permit Number</th>
<th>Pymt Method</th>
<th>Check Num</th>
<th>Number Occurrences</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Service License, Mobile</td>
<td>2022 Mobile Food</td>
<td>Check</td>
<td>538</td>
<td>1.00</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>License - Pill's Party Taco LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Received</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$150.00</strong></td>
</tr>
</tbody>
</table>

Received From: Pill's Party Taco LLC

Comments: jw  
Services Provided on: 5/25/2022  
Entered by: Jessica Waters

**Thank You**

6/2/22/22  
@ They are waiting for permit to be MAILED.
Date: 05/12/2022

Business Name: Pilas Party Taco Truck 3
Address: 1507 W ARLINGTON RD
         Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 22-00221

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/12/2022
Effective Date: 05/12/2022
Expiration Date: 05/12/2023

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

Inspector: Tim Clapp
Date
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, Pili’s Party Taco Truck - 3 (“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 and food truck for 6 months beginning on 06/07/2022, and ending on 12/6/2022. 

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
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 THE 7th DAY OF JUNE, 2022.

BOARD OF PUBLIC WORKS:

___________________________  Kyla Cox Deckard, President

____________________________

____________________________

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-37 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

____________________________  Date: _____________________________

Maria del Pilar Gonzalez

Pili's Party Taco Truck - 3

RESOLUTION 2022-37
Project/Event: 4th of July Parade
Petitioner/Representative: City of Bloomington Parks and Recreation Department
Staff Representative: Bill Ream
Date: June 07, 2022
Event Date: Monday, July 4, 2022

The City of Bloomington Parks and Recreation Department is once again sponsoring the 4th of July Parade in downtown Bloomington on Monday July 4, 2022 which will necessitate the temporary closure of several downtown streets. Staging for the parade will begin at 7:00 a.m. The parade begins at 10:00 a.m. and concludes by noon. Six parking spaces in front of Fountain Square Mall will be closed from 8:00 a.m. Sunday, July 3rd until Tuesday, July 5th at 5p.m. for the placement of the review stage. Metered parking along the route will also be restricted.
Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development
# 1. Applicant Information

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Bill Ream</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>812-349-3748</td>
</tr>
<tr>
<td>Mobile Phone</td>
<td>219-331-9248</td>
</tr>
<tr>
<td>Title/Position</td>
<td>Community Events Coordinator</td>
</tr>
<tr>
<td>Organization</td>
<td>Bloomington Parks and Recreation</td>
</tr>
<tr>
<td>Address</td>
<td>401 N. Morton St., Suite 250</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Bloomington, IN 47404</td>
</tr>
<tr>
<td>Contact E-Mail Address</td>
<td><a href="mailto:reamw@bloomington.in.gov">reamw@bloomington.in.gov</a></td>
</tr>
<tr>
<td>Organization E-Mail and URL</td>
<td>bloomington.in.gov/parks</td>
</tr>
<tr>
<td>Org Phone No</td>
<td>812-349-3700</td>
</tr>
<tr>
<td>Fax No</td>
<td>812-349-3705</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Downtown Bloomington, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>302 S. College Ave</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Bloomington, IN 47402</td>
</tr>
<tr>
<td>Contact E-Mail Address</td>
<td><a href="mailto:tcoppock@bloomingtonconvention.com">tcoppock@bloomingtonconvention.com</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>812-336-3681</td>
</tr>
<tr>
<td>Mobile Phone</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
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<tbody>
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<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Mobile Phone</td>
<td></td>
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</tbody>
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<td>Address</td>
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</tr>
<tr>
<td>City, State, Zip</td>
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</tr>
<tr>
<td>E-Mail Address</td>
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</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Mobile Phone</td>
<td></td>
</tr>
</tbody>
</table>
### 3. Event Information

<table>
<thead>
<tr>
<th>Type of Event</th>
<th>☑ Metered Parking Space(s) ☑ Run/Walk ☑ Festival ☑ Block Party ☑ Parade ☑ Other (Explain below in Description of Event)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date(s) of Event:</td>
<td>Monday July 4, 2022</td>
</tr>
<tr>
<td>Time of Event:</td>
<td>Date: 7/4/22 Start: 7am Date: 7/4/22 End: 12pm</td>
</tr>
<tr>
<td>Setup/Teardown time Needed</td>
<td>Date: 7/4/22 Start: 5am Date: 7/4/22 End: 1pm</td>
</tr>
<tr>
<td>Calendar Day of Week:</td>
<td>Monday July 4, 2022</td>
</tr>
<tr>
<td>Description of Event:</td>
<td>This will be the City of Bloomington's Fourth of July Parade through downtown Bloomington. Prior to the parade, there will be a performance by the Bloomington Community Band on the south lawn of the Monroe County Courthouse on Kirkwood Ave. Staging for parade entries will start at 7am and the parade will kick off at 10am. The Bloomington Community Band's performance will be from 9-9:45am.</td>
</tr>
<tr>
<td>List of Street Closures (If applicable)</td>
<td>See accompanying map</td>
</tr>
<tr>
<td>Expected Number of Participants:</td>
<td>1,000 in parade 8,000 spectators</td>
</tr>
<tr>
<td>Expected # of vehicles (Use of Parking Spaces to close):</td>
<td>All spaces along parade route and in staging areas on 7/4. 6 spaces on south side of Kirkwood in front of Fountain Square Mall from 7/3-7/5.</td>
</tr>
</tbody>
</table>
### 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*

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
</table>
| A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) | - The starting point shall be clearly marked  
- The ending point shall be clearly marked  
- The number of lanes to be restricted on each road shall be clearly marked  
- Each intersection along the route shall be clearly identified  
- A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and  
- The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize |
| Notification to businesses/residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached) | |
| Using a City park or trail? Parks & Recreation Department Approved Special Use Permit | Not applicable |
| Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than $1,000,000 per occurrence and $2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event. | |
| A properly executed Maintenance of Traffic Plan | *Determine if No Parking Signs will be required  
*Determine if Barricades will be required |
| 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) | |
| Secured a Parade Permit from Bloomington Police Department | Not applicable |
| Noise Permit application | Not applicable |
| Waste and Recycling Plan if more than 100 participates (template attached) | |

### 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*

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
</table>
| A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) | - The starting point shall be clearly marked  
- The ending point shall be clearly marked  
- The number of lanes to be restricted on each road shall be clearly marked  
- Each intersection along the route shall be clearly identified  
- A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  
- The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize |
| Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached) | |
| Using a City park or trail? Parks & Recreation Department Approved Special Use Permit | Not applicable |
| A properly executed Maintenance of Traffic Plan | *Determine if No Parking Signs will be required  
*Determine if Barricades will be required |
| For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments | |
| Noise Permit application | Not applicable |
| Beer & Wine Permit | Not applicable |
Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. **DEADLINE:** To Public Works no later than five days before event.

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)

If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)

Waste and Recycling Plan if more than 100 participates (template attached)

### 6. CHECKLIST

- Determine what type of Event
- Complete application with attachment
  - Detailed Map
  - Proof of notification to businesses/residents (copy of letter/flyer/other)
  - Maintenance of Traffic Plan
  - Noise Permit Application (if applicable)
  - Certificate of Liability Insurance
  - Secured a Parade Permit from Bloomington Police Department (if applicable)
  - Beer and Wine Permit (if applicable) Waste and Recycling Plan (if applicable)
  - Waste and Recycling Plan (if applicable)
- Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
- No Parking Signs
  - Board of Public Works approved events are provided by Department of Public Works (DPW)
  - 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](https://www.in.gov/dhs/2795.htm).
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

<table>
<thead>
<tr>
<th>Name of Event:</th>
<th>Bloomington Fourth of July Parade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Event:</td>
<td>Downtown Bloomington</td>
</tr>
<tr>
<td>Date of Event:</td>
<td>7/4/22</td>
</tr>
<tr>
<td>Calendar Day of Week:</td>
<td>Monday</td>
</tr>
<tr>
<td>Time of Event:</td>
<td>Start: 7am, End: 1pm</td>
</tr>
<tr>
<td>Description of Event:</td>
<td>City of Bloomington's Fourth of July Parade in downtown Bloomington. There will be a performance by the Bloomington Community Band on the south lawn of the Monroe County Courthouse from 9-9:45am. Individual entries in the parade will have live or recorded music and or speaking and may be amplified.</td>
</tr>
</tbody>
</table>

| Source of Noise: | Live Band ✅, Instrument ✅, Loudspeaker ✅ |
| Will Noise be Amplified? | Yes ✅, No ☐ |
| Is this a Charity Event? | Yes ☐, No ✅ |

Applicant Information

| Name: | Bill Ream |
| Organization: | Bloomington Parks and Recreation |
| Title: | Community Events Coordinator |
| Physical Address: | 401 N. Morton St., Suite 250 Bloomington, IN 47404 |
| Email Address: | reamw@bloomington.in.gov |
| Phone Number: | 812-349-3748 |
| Signature: | Bill Ream |
| Date: | 5/4/22 |

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Elizabeth Karon, Secretary
Waste and Recycling Management Plan Template

Event name: Bloomington Fourth of July Parade
Number of expected attendees: 1,000 in parade, 8,000 spectators
Number of food vendors: 0
Number of other vendors: 0

**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.

<table>
<thead>
<tr>
<th>Type of waste</th>
<th>Collection plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;Containers&gt;*</td>
<td>&lt;Recycling, composting, etc.&gt;</td>
</tr>
<tr>
<td>&lt;Mixed paper&gt;</td>
<td>&lt;Recycling in on-site, designated bins&lt;br&gt;staffed by volunteers&gt;</td>
</tr>
<tr>
<td>&lt;Food waste&gt;</td>
<td>&lt;Composting bins, waste bins, etc.&gt;</td>
</tr>
</tbody>
</table>

*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.

Trash along parade route will be collected in existing street trash cans and extra 55 gallon barrels from COB Sanitation. Barrels will be dropped off and picked up by COB Sanitation staff.

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.

Parade entries are asked to take trash from their entry with them when they leave the area. COB Parks & Recreation staff will pick up any trash left behind and put it in existing city trash cans or dumpsters.

**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.

No volunteers will be used to pick up trash.

**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.

55 gallon barrels from COB Sanitation, gloves, pickers, and trash bags for COB Parks & Rec staff to pick up trash left behind in staging area.

**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.

COB Parks and Recreation staff assigned to each staging area will be responsible for checking their area for trash left from parade entries.
EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Fourth of July Parade.

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 812.349.3411 for this information.

The proposal for Bloomington Fourth of July Parade 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: Bloomington Parks and Recreation
DATE:
2022 Bloomington Fourth of July Parade
Route and Staging Areas

KEY
- Filled barricades
- Type III barricades
- Road Closed sign
- BPD with car
- Wilds Security
- City Vehicle
- Parking Garage

FILLED BARRICADES
TYPE III BARRICADES
ROAD CLOSED SIGN
BPD WITH CAR
WILDS SECURITY
CITY VEHICLE
PARKING GARAGE

REVIEW STAND
START & FINISH
WHITE STAGING AREA
GREEN STAGING AREA
BLUE STAGING AREA
RED STAGING AREA
PARKING
WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets; and

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the Fourth of July Parade, on Monday, July 4, 2022 in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets may be closed to vehicular traffic and parking and to organize the participants, a holding area must be available for their use; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic on Monday, July 4, 2023 as follows:

1. Streets used for the Parade route will be closed beginning at 5:00 a.m., and reopened by 1:00 p.m. The route will begin at 10th and College, going South on College to Kirkwood, East on Kirkwood to Walnut, North on Walnut to 10th Street, West on 10th Street to end. These closings will also result in the closing of some side streets that intersect with the Parade route.

2. Six parking spaces in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning at 8:00 a.m. Sunday, July 3, 2022, through 5:00 p.m. Tuesday, July 5, 2022

3. 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 sound and music may be played during the hours of the event.

ADOPTED THIS 7th DAY OF JUNE 2022.

BOARD OF PUBLIC WORKS:                                      Parks and Recreation Department

Kyla Cox Deckard, President                                  Signature

____________________________________________________________________

Elizabeth Karon, Secretary                                     Printed Name

RESOLUTION 2022-31
Project/Event: Addendum #1 to Contract with Bruce Home Improvement for Garage Door Replacement Project

Petitioner/Representative: J.D. Boruff, Public Works

Staff Representative: J.D. Boruff

Meeting Date: June 07, 2022

Addendum #1 to 2022 Service Agreement with Bruce Home Improvements to increase the do not exceed amount.

Increase by $6,500.00
New Contract Amount = $65,826.00
City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home Improvements
Contract Amount: $65,826.00

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)

2. List the results of procurement process. Give further explanation where requested. Yes No
   - # of Submittals: 0
   - 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.) [ ] [✔]
     This is for a supplement to increase the Do Not Exceed amount

3. State why this vendor was selected to receive the award and contract:
   We have a contract with Bruce Home Improvements, Inc., for garage door replacement at Fleet Maintenance Garage. Due to a significant delay in materials from the manufacturer, there was a price increase. This addendum covers the increase in price.

J.D. Boruff    PW Facilities Director    Public Works
Print/Type Name    Print/Type Title    Department
ADDENDUM #1 TO AGREEMENT
Between the
CITY OF BLOOMINGTON
And
BRUCE HOME IMPROVEMENTS, INC.
FOR
REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On November 9, 2021, the Board of Public Works approved a 2022 Service Agreement with Bruce Home Improvements, Inc.

2. Article 3. Compensation contained the not to exceed amount of compensation that was originally allowed under this Agreement as $59,326.00. Due to supply chain issues and a corresponding price increase of materials, this Addendum #1 adds $6,500 in compensation, for a revised NTE cost of $65,826.00 for this Agreement.

3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Supplement #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

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

Date: _______________________________

By: Adam Wason, Director
    Public Works Department
    _________________________________

Date: _______________________________

By: John Hamilton, Mayor
    _________________________________

Date: _______________________________

BRUCE HOME IMPROVEMENTS, INC.

By: ________________________________

Name and Title
    ________________________________

Date: _______________________________

By: ________________________________

Date: _______________________________
AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
BRUCE HOME IMPROVEMENTS, INC.
FOR
REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Bruce Home Improvements, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR’S services for overhead door replacement at Fleet Maintenance Garage, (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 180 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 Fifty-Nine Thousand, Three Hundred Twenty-Six Dollars ($59,326.00). 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.
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.

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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Worker’s Compensation &amp; Disability</td>
<td>Statutory Requirements</td>
</tr>
<tr>
<td>B. Employer’s Liability Bodily Injury by Accident</td>
<td>$100,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 policy limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000 each employee</td>
</tr>
<tr>
<td>C. Commercial General Liability (Occurrence Basis)</td>
<td>$1,000,000 per occurrence and $2,000,000 in the aggregate</td>
</tr>
<tr>
<td>Bodily injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)</td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (any one fire)</td>
<td>$50,000</td>
</tr>
<tr>
<td>D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>Bodily injury and property damage</td>
<td></td>
</tr>
<tr>
<td>E. Umbrella Excess Liability</td>
<td>$5,000,000 each occurrence and aggregate</td>
</tr>
<tr>
<td>The Deductible on the Umbrella Liability shall not be more than</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

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 OSHA 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:

<table>
<thead>
<tr>
<th>TO CITY:</th>
<th>TO CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bloomington</td>
<td>Bruce Home Improvements, Inc.</td>
</tr>
<tr>
<td>Attn: J. D. Boruff, Facilities Director</td>
<td>Attn: James R. Bruce / President</td>
</tr>
<tr>
<td>P.O. Box 100 Suite 130</td>
<td>P. O Box 614</td>
</tr>
<tr>
<td>Bloomington, Indiana 47402</td>
<td>Clear Creek, Indiana 47426</td>
</tr>
</tbody>
</table>
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, certifying that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S.C. 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.C. 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

BY: ________________________________

Kyla Cox Deckard, President
Beth H. Hollingsworth, Member
Dana Palazzo, Member
John Hamilton, Mayor of Bloomington

Bruce Home Improvements, Inc.

BY: ________________________________

James R. Bruce, President
ATTACHMENT ‘A’

“SCOPE OF WORK”

REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE

This project shall include, but is not limited to:

1. Contractor shall provide all materials and labor to replace 10 overhead doors.
2. The doors and openers shall consist of:
   2 @ 12’2”x12’ chi 6342 or Wayne Dalton insulated rolling steel garage doors 1 right 1 left with GH503 openers
   4 @ 12’2”x14’ Haas 2016 normal headroom angle mount to steel track with 1 full view window section insulated
   2 @ 12’2”x12’ Haas 2016 normal headroom track angle mount to steel track with 1 full view window section
   2 @ 12’2”x12” Hass 2016 normal head room track with angle mount track with pass through door with 6 12x24 insulated windows
   2 @ Liftmaster T501 openers
   6 @ Liftmaster H503 openers
3. Contractor will properly dispose of all scrap materials.
ATTACHMENT ‘B’

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA }  
) SS:  
COUNTY OF ____________________  

AFFIDAVIT

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

1. The undersigned is the ____________________________ of  
   ____________________________  
   (job title)  
   (company name)

2. The undersigned is duly authorized and has full authority to execute this 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*:

<table>
<thead>
<tr>
<th>Trench Safety Measure</th>
<th>Units of Measure</th>
<th>Unit Cost</th>
<th>Unit Quantity</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$____________</td>
</tr>
</tbody>
</table>

Method of Compliance (Specify) _____________________________________________________________

__________________________________________  Date: ______________________________, 20__

Signature

Printed Name
STATE OF INDIANA                                   )

COUNTY OF ______________________ ) SS:

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

Commission #: _______________________

*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.
ATTACHMENT ‘C’

“E-Verify AFFIDAVIT”

STATE OF INDIANA

)SS:

COUNTY OF ____________________

E-VERIFY AFFIDAVIT

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

1. The undersigned is the ____________________________ of ____________________________.
   a. (job title) ____________________________ (company name)

2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does
   not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and
   participates in the E-verify program.

________________________________________________________________________
Signature

________________________________________________________________________
Printed Name

STATE OF INDIANA

)SS:

COUNTY OF ____________________

Before me, a Notary Public in and for said County and State, personally appeared ____________________________________________
and acknowledged the execution of the foregoing this ______ day of ____________________________, 20___.

My Commission Expires: ____________________________________

Notary Public's Signature

County of Residence: ______________________________________

Printed Name of Notary Public

Commission Number
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: __________________

Resident of ______________ County

Commission Number

Notary Public Signature

Printed Name
Project/Event: Supplement #1 to Generator Service Agreement with Cummins Inc.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: June 07, 2022

This supplement is being requested for the increase of the original not to exceed amount of $8,332.21. The supplement we’re requesting would be an additional $20,000.00. This Supplement #1 increases the not to exceed amount of the Agreement to $28,332.21. When determining the original “not to exceed” amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

J. D. Boruff
Operations and Facilities Director
Public Works Department
City of Bloomington Contract and Purchase Justification Form

Vendor: Cummins, Inc.  Contract Amount: $28,332.21

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: 0
   - 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.) [ ] [✓]
   - This is for a supplement to increase the Do Not Exceed amount

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

   We have a current service agreement with Cummins, Inc. for generator maintenance. This is for an increase of the do not exceed amount of the original service agreement. We are requesting to add $20,000 to the original do not exceed amount of $8,332.21. The new do not exceed amount will be $28,332.21
SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT
Between the
CITY OF BLOOMINGTON
And
CUMMINS, INC.

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On March 29, 2022, the Board of Public Works approved the 2022 Services Agreement with Cummins, Inc.

2. Article 4. Compensation contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as $8,332.21. This Supplement #1 adds $20,000 in compensation, for a revised NTE cost of $28,332.21 for this 2022 Service Agreement.

3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Supplement #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

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

Date: _______________________________

CUMMINS, INC.

By: _________________________________
    __________________________________
    Name and Title

Date: _______________________________

By: _________________________________
    Adam Wason, Director
    Public Works Department

Date: _______________________________

By: _________________________________
    John Hamilton, Mayor

Date: _______________________________
## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

<table>
<thead>
<tr>
<th>Date</th>
<th>Type of Claim</th>
<th>Fund</th>
<th>Description</th>
<th>Bank Transfer</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/3/2022</td>
<td>Payroll</td>
<td></td>
<td></td>
<td>489,658.64</td>
<td>489,658.64</td>
</tr>
</tbody>
</table>

### 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 $489,658.64.

Dated this 7th day of June year of 2022.

_____________________________ _____________________________ ________________________________
Kyla Cox Deckard, President    Elizabeth Karon, 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_______________________________
Project/Event: Change Order #1 for the Park Ridge Road Resurfacing Project
Petitioner/Representative: Engineering Department
Staff Representative: Matt Smethurst
Meeting Date: June 7, 2022

This project was awarded to Milestone Contractors, L.P. The project included the milling and resurfacing of Park Ridge Road.

Change Order #1 will balance all of the pay items in the contract with an overrun or underrun.

The original contract amount for the project was $244,037.50. Change Order #1 would result in an increase to the contract of $29,309.28. The new contract sum would be $273,346.78.

This project is funded through the Public Works Department and the Engineering Department.
City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, L.P.  Contract Amount: $244,037.50

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
   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
   The lowest bid was not responsive per Indiana State Code.

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

   Milestone was the lowest responsive and responsible bidder.

Matt Smethurst  Project Manager  Engineering

Print/Type Name  Print/Type Title  Department

1/2021
## Change Order Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Milling and Repaving Park Ridge Road.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor</td>
<td>Milestone Contractors, L.P</td>
</tr>
<tr>
<td></td>
<td>3301 S. 460 E.</td>
</tr>
<tr>
<td></td>
<td>Lafayette, IN</td>
</tr>
<tr>
<td>Change Order</td>
<td>1</td>
</tr>
<tr>
<td>Status</td>
<td>Pending</td>
</tr>
<tr>
<td>Date Created</td>
<td>05/20/2022</td>
</tr>
<tr>
<td>Type</td>
<td>Other</td>
</tr>
<tr>
<td>Awarded Project Amount</td>
<td>$244,037.50</td>
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<tr>
<td>Authorized Project Amount</td>
<td>$244,037.50</td>
</tr>
<tr>
<td>Change Order Amount</td>
<td>$29,309.28</td>
</tr>
<tr>
<td>Revised Project Amount</td>
<td>$273,346.78</td>
</tr>
<tr>
<td>Line Number</td>
<td>Item ID</td>
</tr>
<tr>
<td>-------------</td>
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<td>0070</td>
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</tr>
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<td>0090</td>
<td>306-08034</td>
</tr>
<tr>
<td>0100</td>
<td>306-08037</td>
</tr>
</tbody>
</table>

Section: 1 - Description

- **CURB AND GUTTER, REMOVE**
  - **Reason:** Balancing Change Order

- **COMPACTED AGGREGATE NO. 53**
  - **Reason:** Balancing Change Order

- **HMA PATCHING, TYPE B**
  - **Reason:** Balancing Change Order

- **MILLING, ASPHALT, 1 1/2 IN.**
  - **Reason:** Balancing Change Order

- **MILLING, ASPHALT, 3 IN.**
  - **Reason:** Balancing Change Order

**Change Order Details:**

- **Park Ridge Resurfacing**
- **Date:** 06/02/2022
<table>
<thead>
<tr>
<th>Line Number</th>
<th>Item ID</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Current Quantity</th>
<th>Current Amount</th>
<th>Change Quantity</th>
<th>Change Amount</th>
<th>Revised Quantity</th>
<th>Revised Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0110</td>
<td>401-07321</td>
<td>TON</td>
<td>$97.000</td>
<td>507.000</td>
<td>$49,179.00</td>
<td>104.740</td>
<td>$10,159.78</td>
<td>611.740</td>
<td>$59,338.78</td>
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<tr>
<td>QC/QA-HMA, 2, 64, SURFACE, 9.5 mm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reason:** Balancing Change Order

| 0140        | 502-06457 | SYS  | $110.000   | 178.000          | $19,580.00    | 112.000        | $12,320.00   | 290.000         | $31,900.00    |
| PCCP, 9 IN. |

**Reason:** Balancing Change Order

| 0150        | 604-06070 | SYS  | $130.000   | 36.000           | $4,680.00     | -11.000        | -$1,430.00   | 25.000          | $3,250.00     |
| SIDEWALK, CONCRETE |

**Reason:** Balancing Change Order

| 0160        | 604-08086 | SYS  | $275.000   | 14.000           | $3,850.00     | -2.000         | -$550.00     | 12.000          | $3,300.00     |
| CURB RAMP, CONCRETE |

**Reason:** Balancing Change Order

| 0170        | 604-12083 | SYS  | $200.000   | 3.000            | $600.00       | 2.000          | $400.00      | 5.000           | $1,000.00     |
| DETECTABLE WARNING SURFACES |

**Reason:** Balancing Change Order

---

**Change Order Details:**

Park Ridge Resurfacing
<table>
<thead>
<tr>
<th>Line Number</th>
<th>Item ID</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Current Quantity</th>
<th>Current Amount</th>
<th>Change Quantity</th>
<th>Change Amount</th>
<th>Revised Quantity</th>
<th>Revised Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0180</td>
<td>605-97937</td>
<td>LFT</td>
<td>$41.50</td>
<td>1,600.000</td>
<td>$66,400.00</td>
<td>163.000</td>
<td>$6,764.50</td>
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**Curb and Gutter, Roll Curb**

**Reason:** Balancing Change Order

<p>| | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
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<th></th>
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<td>11 items</td>
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<td>$29,309.28</td>
<td>$233,343.28</td>
<td></td>
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</tr>
</tbody>
</table>

Not valid until signed by the Engineer, Contractor, and Owner

________________________  ______________________  _______________________
Engineer                  Contractor              Board of Public Works

________________________  ______________________  _______________________
Title                     Title                   Title

________________________  ______________________  _______________________
Date                      Date                    Date

Change Order Details:
Park Ridge Resurfacing
Project/Event: Change Order #3 for the Henderson, Rogers, and Winslow Multi-Use Path Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: June 7, 2022

This project was awarded to Crider & Crider, Inc. Construction was completed in the Spring of 2021.

Change Order #3 would add pedestrian handrail, pavement marking line removal, and temporary pavement marking to the contract in the amount of $8,046.00.

The original contract amount for the project was $3,131,235.52. The adjusted contract amount is $3,132,510.50. Change Order #3 would result in an increase to the contract of $8,046.00. The new contract sum would be $3,140,556.50.

This project is TIF funded.
City of Bloomington Contract and Purchase Justification Form

Vendor: Crider & Crider, Inc.  Contract Amount: $3,131,235.52

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)
   - [ ] Request for Quote (RFQ)
   - [ ] Request for Proposal (RFP)
   - [ ] Sole Source
   - [ ] Not Applicable (NA)
   - [ ] Invitation to Bid (ITB)
   - [ ] Request for Qualifications (RFQ)
   - [ ] Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.
   - # of Submittals: 3
   - 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.) [✓] [ ]

3. State why this vendor was selected to receive the award and contract:
   Crider & Crider was the lowest responsive and responsible bidder.

Matt Smethurst
Project Manager
Engineering

Print/Type Name
Print/Type Title
Department
Contract No: R-38348

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information
District: SEYMOUR DISTRICT
AE: Wren, Rachel
PE: S: Burkhart, Robert
Status: Pending

Change Order Information
Change Order No.: 003
EWAS: Y or Force Acct: N
Date Generated: 06/25/2021
Date Approved: 00/00/0000
Reason Code: ERRORS & OMISSIONS, Design/Plan Related
Description: handrail to cut wall Rogr Rd and line removal on winslow rd

Original Contract Amount $3,131,235.52
Current Change Order Amount $8,046.00 Percent: 0.257 %
Total Previous Approved Changes $1,274.98 Percent: 0.041 %
Total Change To Date $9,320.98 Percent: 0.298 %
Modified Contract Amount $3,140,556.50

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00
Previous Time Approved SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____
SS Days: _______ SP Days Value $: _______

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0
**INDIANA Department of Transportation**

**Construction Change Order and Time Extension Summary**

### Review and Approval Information

<table>
<thead>
<tr>
<th>Required Approval Authority</th>
<th>AE: X</th>
<th>DCE:</th>
<th>SCE:</th>
<th>* DDCM:</th>
<th>($ per Change Order)</th>
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</thead>
<tbody>
<tr>
<td>(Days per Contract)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(- LE $ 250K-) (- LE $ 750K -) ( - LE $ 2 M - ) ( - GT $ 2 M - ) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)</td>
</tr>
</tbody>
</table>

### Verbal Approval Required?

Y / N If Y, by ______________ Date Issued ______________

### Total Change To-Date>5%?

Y / N If Y, Copy to Program Budget Manager Matt Walker__

### Scope/Design Recommendation Required?

Y / N If Y, Referred to Project Manager (PM) ______________

<table>
<thead>
<tr>
<th>Date to PM</th>
<th>Date Returned</th>
</tr>
</thead>
</table>

### Approval Authority Concur with PM?

Y / N If Y, Concurrence by Matt Walker ______________

If N, Resolution: Approved ______________ Disapproved ______________

Resolved by ______________ Date ______________

### LPA Signatures Required?

Y / N If Y, Date to LPA ______________ Date Returned ______________

### FHWA Signatures Required?

Y / N If Y, Date to FHWA ______________ Date Returned ______________

### Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer ___________________ Date ______________

### Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Contract No: R-38348
Change Order No: 003

INDIANA
Department of Transportation

Date: 05/18/2022
Page: 3

Contract: R-38348
Project: 1500382 - 1500383 - State: 150038400LC5
Change Order Nbr: 003

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Change Order Description: handrail to cut wall Rogr Rd and line removal on winslow rd

<table>
<thead>
<tr>
<th>CLN</th>
<th>PCN</th>
<th>PLN</th>
<th>Item Code</th>
<th>Unit</th>
<th>Unit Price</th>
<th>CO Qty</th>
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</thead>
<tbody>
<tr>
<td>0121</td>
<td>1500382</td>
<td>0081</td>
<td>604-95344</td>
<td>LFT</td>
<td>39.00</td>
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Item Description: HAND RAIL PEDESTRIAN
Supplemental Description 1: material cost increase
Supplemental Description 2:

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<th>PCN</th>
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<td>0122</td>
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<td>1500.00</td>
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Item Description: LINE REMOVE
Supplemental Description 1: line remove winslow rd project
Supplemental Description 2:

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<thead>
<tr>
<th>CLN</th>
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<td>1500383</td>
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</table>

Item Description: TEMPORARY PVMT MARKING 4 IN
Supplemental Description 1:
Supplemental Description 2:

Total Value for Change Order 003 = $8,046.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

This change order was created to address the material cost increase for the handrail that was added to the east cut wall on Rogers Rd and added pavement marking removal and temporary striping on Winslow Rd. We have a significant drop off and it was decided that a handrail needed placed. When Cider had the subs design the handrail and submit, it had a material cost increase just for materials. I sent to INDOT AE Rachel Wren for approval and she sent it to Central Office for review and approval. Now we have a 6-8 week lead time for the handrail to be manufactured. We needed to add the line remove and temp striping item to move traffic over to new configuration while the last section along the roadway was being built (curb, pipe and dirt work). There wasn't items for the work listed in the list of pay items. I spoke with Eagle Ridge Design Firm and he stated it was overlooked on the items list. Time extension not needed for this change order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work described above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Crider Inc

Date: 5/19/22

Signed By:

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.
Contract No: R-38348
Change Order No: 003

INDIANA
Department of Transportation

DATE: 05/18/2022
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)  
(TITLE)  
(DATE)

(SIGNATURE)  
(TITLE)  
(DATE)

SUBMITTED FOR CONSIDERATION

P/E/S  
Robert Burkhart  
5/18/22

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

<table>
<thead>
<tr>
<th>Approval Level</th>
<th>Name of Approver</th>
<th>Date</th>
<th>Status</th>
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<tr>
<td>Project Engineer/Supervisor</td>
<td>Burkhart, Robert</td>
<td>00/00/0000</td>
<td>Action Pending</td>
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</tbody>
</table>
Project/Event: Request from City of Bloomington Utilities for a full street closure on E 20th St from N Lincoln St to N Dunn St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Jay Ramey, CBU

Date: June 7, 2022

Report: City of Bloomington Utilities is requesting a full street closure on E 20th St from N Lincoln St to N Dunn St for a water main replacement project. They are replacing a water main this summer before new developments in the area. The closure is planned for June 8 to July 8, 2022.

CBU has supplied maintenance of traffic plans for the closure.
City of Bloomington  
Board of Public Works  
Attn: Members

Re: Project Name: 20th St at N. Dunn St to Lincoln Water Main Replacement  
Project Location: 20th St at N. Dunn & Lincoln

Dear Board Members:

City of Bloomington Utilities has a Water Main Replacement Project starting at the above intersection beginning June 6, 2022 and lasting about four weeks depending on the weather. We are requesting various road closures at this location. CBU will have signs placed and flaggers during the water main replacement. A proposed maintenance of traffic plan has been submitted to the City of Bloomington Planning & Transportation Department for review.

Please feel free to call should you have any questions.

Sincerely,

Jay Ramey  
Senior Project Coordinator  
City of Bloomington Utilities  
P 812.349.3625

File – Document Imaging – Correspondence File –  
Project Inspector -Meyers – Engineering Technician –J. Ramey Engineering  
Contractor: CBU T&D  
Email: J. Fleig, D. Myers, H McLauchlin, B Schroeder, Paul Kehrberg, P&T
June 3, 2022

Dear Neighbor,

City of Bloomington Utilities (CBU) is improving the way water is delivered to your neighborhood with a water main replacement project at 20th & Lincoln (see map on reverse). CBU plans to start this project on or after June 8.

Here’s what residents can expect:

● CBU will install a new water main on 20th St from Dunn to Lincoln, then on Lincoln from 20th to 19th.
● Roads will be “Local Traffic Only” during the project. The crew onsite will work with you to ensure driveway access.
● The CBU crew will begin to transfer water service after the new main is completed and tested.
● Each address will lose water service for about 1 hour while being re-connected. You will be notified by the crew onsite prior to the brief water service interruption.

Weather permitting, CBU’s project should be completed in about 6 weeks. This project is independent of the other construction projects in the area.

The request to restrict public rights-of-way for the project will be heard by the City of Bloomington Board of Public Works on June 7, 2022 at 5:30pm. The meeting will be virtual and the link/phone numbers can be found by visiting the City of Bloomington Government Calendar at bloomington.in.gov/calendars. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

In our 2016 water rate case, CBU instituted a long-term program to replace aging infrastructure. In the 2021 water rate case, we committed to investing $3 million per year on water main replacements. Water main replacements are prioritized based on several factors: mains feeding critical locations, pipes known to be in poor condition, opportunities to coordinate with other departments to minimize damage to roads, etc. There have been several water main breaks in your area which this service upgrade should prevent in the future.

To contact me with questions, concerns, or ideas please call my office at 812-349-3650 or email CBUdirector@bloomington.in.gov. If you have immediate concerns during the project, please contact our 24-hr line (812) 339-1444. The safety of Bloomington’s water supply and high-quality customer service are our highest priorities at CBU. Thank you in advance for your patience with the construction mess; it is a short term hassle for long-term benefit.

Sincerely,

Vic Kelson
City of Bloomington Utilities Director
CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

ADDRESS OR NEAREST ADDRESS
OF RIGHT OF WAY ACTIVITY: 20th St 300-400 Block

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Jay Ramsey, Spec, CBU
E-MAIL: RamseyD.Bloomington-IN.CBU
COMPANY: City of Bloomington Utilities
ADDRESS: 600 E. Miller Dr.
CITY, STATE, ZIP: Bloomington
24-HR EMERGENCY CONTACT NAME: CBUS Control
24-HR CONTACT PHONE #: 812.339.1944
ADDITIONAL INFO: *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

**SUBCONTRACTOR INFORMATION**

LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: N/A
IS THIS A ☐ CBUS ☐ COUNTY ☐ IU ☐ NP ☐ PROJECT?
PROJECT NAME: 20th St. Water Main
PROJECT #: CBUS
PROJECT MGR.: Kenny Johnson
PROJECT MGR.: 812.331.7512
*CBUS = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

☐ POD/DUMPSTER ☐ CRANE ☐ SCAFFOLDING ☐ CONSTRUCTION USE* ☐ GAS ☐ ELECTRIC ☐ SANITARY SEWER ☐ WATER
☐ TELECOM ☐ OTHER (EXPLAIN):
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED CLOSED/BLOCKED?

STREET NAME(S): 20th St./Lincoln

☐ SIDEWALK* ☐ ROAD CLOSURE ☐ LANE CLOSURE: 1 2 3
☐ BIKE LANE ☐ BUS STOP ☐ ON-STREET PARKING* ☐ ALLEY
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24 HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 6/6/22 END DATE: 7/6/22 # OF DAYS*: 30
REQUESTED CLOSURE HOURS: 800 AM - 400 PM
*Non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14-69.040 allows work from 6AM to 9PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)
ADDITIONAL NOTES: service will return to transfer services after testing

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?
LxWxD OF PAVEMENT* EXCAVATIONS: 840' x 240' - 1200 x 3 x 4
*PAVEMENT INCLUDES IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
LxWxD OF NON-PAVEMENT* EXCAVATIONS:
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
LINEAL FT OF BORE*:
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
# OF POLE INSTALL/REMOVAL:
LxWxD OF SIDEWALK RECONSTRUCTION*:
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
LxWxD OF SIDEWALK NEW CONSTRUCTION*:
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
# OF DRIVEWAY INSTALLATIONS:

C. INDEMNIFICATION AGREEMENT:

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.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Jay Ramsey, Spec, CBU
SIGNATURE: Jay Ramsey, CBU
DATE: May 25th, 2022

For Administration Use Only (applicable to CLOSURE approval)

Approved By: ☐ Staff ☐ BPW ☐ City Engineer ☐ PW Director Date:
Staff Representative: Phone#: Date:

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. IT'S THE LAW.

VER1.1 3.19.20
Project/Event: Request from Duke Energy for lane closures on N Pete Ellis Dr

Staff Representative: Paul Kehrberg

Petitioner/Representative: Justin Woolford, Duke Energy

Date: June 7, 2022

Report: Duke Energy is requesting temporary lane closures on N Pete Ellis Dr north of E Longview Dr. Duke is currently completing infrastructure upgrades which were previously approved by the Board at the January 18, 2022 meeting. They will need to dig across Pete Ellis to install electric service to the Curry Urban development project. There will be lane restrictions in place with flaggers while they complete the work. The work is planned to start June 8, 2022 and will take approximately 5 days.

Duke Energy will also be installing an in ground, flush mount pull box in the side path along the east side on N Pete Ellis. This is built to accommodate pedestrian and light vehicle traffic. While the side path is closed for the installation of the pull box pedestrian accommodations will be made.
May 23, 2022

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Subject: Requested Lane Closure(s) on N Pete Ellis

Dear Board Members:

As part of Duke Energy’s ongoing work along N Pete Ellis Dr. to upgrade existing infrastructure and serve the new Curry Urban apartment complex, Duke Energy is respectfully requesting to add a road cut to the scope of work. This cut would shut down one lane at a time on N Pete Ellis Dr. for approximately one week total.

We would also like to set a pull box for our wire in the mixed-use path east of N Pete Ellis Dr. near 150 N Pete Ellis Dr. This box would be flush with the path and is foot-traffic and light vehicle traffic-rated. Duke will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit to ensure the restriction information is well-communicated. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions referenced above from 6/6/2022 to 6/10/2022.

If I can be of further assistance, please call me at 1-812-240-1026.

Kind regards,

Justin Wolford | Senior Engineer – Distribution Design

Builders, Contractors, and Developers: Click here to learn Duke's requirements for new installations.
1. REFER TO DWGS. 25.06-101A AND 25.06-101B FOR INSTALLATION NOTES AND INFORMATION CONCERNING TIER RATING. THIS PEDESTAL HAS A TIER 15 RATING.
2. TRIPLEX OR QUADRUPLEX CABLES, NONE LARGER THAN 750 MCM.
3. A MAXIMUM OF 10 SETS OF SECONDARY CABLE ALLOWED.
4. SEE SECTION 25.07 FOR SUBMERSIBLE CONNECTOR OPTIONS. SUBMERSIBLE CONNECTORS ONLY CAN BE USED IN THIS PULLBOX.
5. DEPENDING UPON THE APPLICATION, THERE MAY NOT BE A CONNECTOR OPTION THAT WILL HANDLE BOTH THE MAXIMUM CONDUCTOR SIZE AND THE MAXIMUM NUMBER OF SETS ALLOWED.
6. 1 SET OF THREE-PHASE, PRIMARY SPLICES UP TO 1000 MCM ARE ALLOWED IN THIS PULLBOX.
7. DO NOT INSTALL BOTH SECONDARY AND PRIMARY CONDUCTORS TOGETHER IN THIS PULLBOX.

4-1/2' X 8 1/2' FLUSH-MOUNTED PULLBOX
The most important consideration of flush-mounted enclosures, other than the number and size of conductors that are placed in them, is the load bearing capacity of the enclosure itself. This is referred to as the ‘tier’ rating of the enclosure, and it is essential to select an enclosure with the proper tier rating based on the need and location in which it will be placed. Tier ratings are defined by ANSI standard 77 for underground enclosure integrity, shown in the table below:

<table>
<thead>
<tr>
<th>APPLICATION</th>
<th>LOADING REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIGHT DUTY</strong></td>
<td>VERTICAL TEST LOAD 13.3 kN 3000 POUNDS</td>
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<tr>
<td>PEDESTRIAN TRAFFIC ONLY</td>
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</tr>
<tr>
<td><strong>TIER 5</strong></td>
<td>VERTICAL DESIGN LOAD 22.2 kN 5000 POUNDS</td>
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<tr>
<td>SIDEWALK APPLICATIONS WITH A SAFETY FACTOR FOR OCCASIONAL NON-DELIBERATE VEHICULAR TRAFFIC</td>
<td>LATERAL DESIGN LOAD 26.7 kPa 600 POUNDS/SQ FT</td>
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<tr>
<td><strong>TIER 8</strong></td>
<td>VERTICAL DESIGN LOAD 35.6 kN 8000 POUNDS</td>
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<tr>
<td>SIDEWALK APPLICATIONS WITH A SAFETY FACTOR FOR NON-DELIBERATE VEHICULAR TRAFFIC</td>
<td>LATERAL DESIGN LOAD 35.6 kPa 800 POUNDS/SQ FT</td>
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<tr>
<td><strong>TIER 15</strong></td>
<td>VERTICAL DESIGN LOAD 66.7 kN 15,000 POUNDS</td>
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<td>DRIVEWAY, PARKING LOT, AND OFF-ROADWAY APPLICATIONS SUBJECT TO OCCASIONAL NON-DELIBERATE HEAVY VEHICULAR TRAFFIC</td>
<td>LATERAL DESIGN LOAD 80.3 kPa 1200 POUNDS/SQ FT</td>
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<tr>
<td><strong>TIER 22</strong></td>
<td>VERTICAL DESIGN LOAD 100.1 kN 22,500 POUNDS</td>
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<tr>
<td>DRIVEWAY, PARKING LOT, AND OFF-ROADWAY APPLICATIONS SUBJECT TO OCCASIONAL NON-DELIBERATE HEAVY VEHICULAR TRAFFIC</td>
<td>LATERAL DESIGN LOAD 100.1 kPa 2250 POUNDS</td>
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<tr>
<td><strong>DELIVERABLE VEHICULAR TRAFFIC APPLICATIONS</strong></td>
<td>VERTICAL DESIGN LOAD 150.1 kN 33,750 POUNDS</td>
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<tr>
<td><strong>ASHTO H-20</strong></td>
<td>LATERAL DESIGN LOAD 150.1 kPa 3375 POUNDS</td>
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<tr>
<td>CERTIFIED PRECAST CONCRETE, CAST IRON, OR ASHTO-RECOGNIZED MATERIALS</td>
<td></td>
</tr>
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</table>

While the ANSI standard does not exactly define 'deliberate' or 'non-deliberate' traffic, there are some generally accepted guidelines.

1. Highways, city streets, and road shoulders that can be used for disabled vehicles or construction lane changes are all considered deliberate traffic applications. The enclosures in this section, except where indicated, **cannot** be used in these locations. Refer to section 29 for the proper manholes or pullboxes that are available.

2. Duke Energy purchases enclosures made from either a high density polyethylene (HDPE) plastic or polymer concrete. HDPE enclosures do not have an actual tier rating but are similar in strength to a tier 5. They should only be used in grassed or landscaped areas and are **not** designed for vehicular traffic. An exception are the enclosures used for lighting applications, which may be placed directly beside a light pole in either a grassed or paved/sidewalk area.

3. All polymer concrete enclosures at Duke Energy have a tier 15 rating.

4. Tier 15 enclosures are suitable for use in locations such as driveways, alleys, parking lots, etc. But only under certain circumstances. They should **not** be placed where it is obvious or expected that traffic will roll over them. Consider the following examples on DWG. 25.06-101B.

   A. Within an alley, place the enclosure in the middle of the alleyway such that a vehicle’s wheels will straddle the enclosure rather than run over it (Figure 1).

   B. In a dual-lane alleyway, place the enclosure as close to a building as possible. It is unlikely there will be two vehicles in the alley at the same time, thus traffic will concentrate towards the center. Traffic expectations within the alley should be used to determine if it is deliberate or non-deliberate such as large delivery trucks on a daily basis, etc. (Figure 2).

   C. Within residential developments, enclosures may be placed in grassy areas, sidewalks or next to structures or poles where it is unlikely a vehicle will run over them. If they must be placed in a driveway area, they should also be positioned such that a vehicle will be unlikely to run directly over them (Figure 3).
CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

ADDRESS OR NEAREST ADDRESS
OF RIGHT OF WAY ACTIVITY: 105 N Pete Ellis Drive

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Justin Wolford (Duke Energy)
E-MAIL: Justin.Wolford@duke-energy.com
COMPANY: Duke Energy
ADDRESS: 1100 W 2nd Street
CITY, STATE, ZIP: Bloomington, IN 47403
24-HR CONTACT PHONE #: (812) 789-6470
ADDITIONAL INFO: Bond #: 106845101, Travelers Casualty & Surety Company

**SUBCONTRACTOR INFORMATION**
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Snedegar Construction

IS THIS A ☐ CBU* ☐ COUNTY* ☐ IU* ☐ NP* PROJECT?
PROJECT NAME: Curry Urban on Pete Ellis
PROJECT #: 39788860
PROJECT MGR.: Justin Wolford
PROJECT MGR. #: 812-240-1026
*CBU = CITY OF BLOOMINGTON UTILITIES  *COUNTY = MONROE COUNTY
*IU = INDIANA UNIVERSITY  *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

☐ POD/DUMPSTER  ☐ CRANE  ☐ SCAFFOLDING  ☐ CONSTRUCTION USE*  ☐ GAS  ☐ ELECTRIC  ☐ SANITARY SEWER  ☐ WATER
☐ TELECOM  ☐ OTHER (EXPLAIN):

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/ EQUIPMENT/WALKAROUND

**Will also need to install pull box (spec provided to city in the mixed-use walking path east of Pete Ellis)

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?
STREET NAME(S): N Pete Ellis Drive

☐ SIDEWALK*  ☐ ROAD CLOSURE  ☐ LANE CLOSURE: ☐1 ☐2 ☐3
☐ BIKE LANE  ☐ BUS STOP  ☐ ON STREET PARKING*  ☐ ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24 HOURS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

START DATE: 6/6/22  END DATE: 6/10/22  # OF DAYS*: ~5*
REQUESTED CLOSURE HOURS: 7:00 AM - 4:00 PM

*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)

ADDITIONAL NOTES: *Date range estimated--adjust for our scheduling window. Will provide 72 notice before work begins.

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: 32x3x3'
*PAVEMENT INCLUDES IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: 9x3x3'
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*: n/a (road cut)

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

# OF POLE INSTALL/REMOVAL: -

LxWxD OF SIDEWALK RECONSTRUCTION*: minimal <10 sq ft
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*: -
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

# OF DRIVEWAY INSTALLATIONS: -

C. INDEMNIFICATION AGREEMENT:

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.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Justin Wolford
SIGNATURE: Justin Wolford
DATE: 5/23/22

For Administration Use Only (applicable to CLOSURE approval)

Approved By: ____________________________  ☐ Staff  ☐ BPW  ☐ Cty Engineer  ☐ PW Director  Date: __________

Staff Representative: ____________________________ Phone#: ____________________________ Date: __________
Project/Event: Request from The Standard at Bloomington, LLC for a full street closure on W 17th St from N College Ave to N Walnut St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Eric Schulte, The Standard at Bloomington, LLC

Date: June 7, 2022

Report: The Standard at Bloomington, LLC is requesting a temporary full closure on W 17th St from N College Ave to N Walnut St as part of their ongoing construction project along E 14th St. This closure is related to the lane closures for sanitary sewer work which were approved at the May 10, 2022 meeting. The full closure is necessary due to the location of the sanitary sewer main they are replacing. Access to the driveways and alleys along W 17th St will remain open from N College Ave. The closure is planned for June 8 to June 20, 2022.

City staff have been closely coordinating this closure with the closures for the City side path project along E 17th St.

Adjacent properties have been notified and staff has reviewed the maintenance of traffic plans.
June 1st, 2022

City of Bloomington Board of Public Works
401 N Morton St Suite 120
Bloomington, IN 47404

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is requesting temporary lane closures and driveway interruptions within the N Walnut St right of way between approximately June 8th, 2022 and August 12th, 2022. The reason for this request is to perform work associated with the redevelopment of the former Brownstone Terrace Apartments. This work includes the installation of a new sanitary sewer main along N Walnut St and the restoration of pavement along N Walnut St. This work will cause temporary lane closures along N Walnut St, E 17th St, and W 17th St and temporary pedestrian detours at the intersection of N Walnut St and E 17th St. The work will also cause temporary interruptions to driveways along N Walnut St. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The contractor will control traffic by following a maintenance of traffic plan included with this submittal for your review.

We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Regards,

Kendall Knoke
Smith Design Group, Inc. 812-336-6536
Ext. 3 kknoke@smithdginc.com
Project Location Map, North is Up, N.T.S.
June 1st, 2022

Dear Nearby Property Owner,

The Standard at Bloomington, LLC will be performing work associated with the redevelopment of the former Brownstone Terrace Apartments site. This work includes the installation of a new sanitary sewer main along N Walnut St and the restoration of pavement along N Walnut St. This work will cause temporary lane and street closures along N Walnut St, E 17th St, and W 17th St and temporary pedestrian detours at the intersection of N Walnut St and E 17th St. The work will also cause temporary interruptions to driveways along N Walnut St. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The request to restrict public rights-of-way for this project will be heard by the City of Bloomington Board of Public Works on Tuesday June 7th, 2022 at 5:30pm. The meeting will be held in the City Council Chambers (Room #115) of City Hall (Showers Building) located at 401 N Morton St, Bloomington, IN 47404. A virtual option is available and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at [https://bloomington.in.gov/boards/public-works](https://bloomington.in.gov/boards/public-works). The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Eric Schulte at 814-571-3450 or Eric.Schulte@LandmarkProperties.com. These comments will be read at the Board of Public Works meeting.

Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or Eric.Schulte@LandmarkProperties.com.
Regards,

Kendall Knoke
Smith Design Group, Inc. 812-336-6536
Ext. 3 kknoke@smithdginc.com
MAINTENANCE OF TRAFFIC PLAN DURING N WALNUT ST CLOSURE - PHASE 1

CLOSURE DATES: JUNE 8TH THROUGH JUNE 22ND

MAINTENANCE OF TRAFFIC NOTES
1. THIS PLAN IS TO BE USED DURING WORKING HOURS. N WALNUT ST IS TO BE REOPENED AT THE END OF EACH WORK DAY. TEMPORARY METAL PLATES MAY BE USED WHEN NECESSARY. WARNING SIGNS (IMUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY.

2. CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.

3. WORK WITH THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT TO SWITCH TRAFFIC SIGNAL TO FLASHING RED IN ALL DIRECTIONS DURING THIS CLOSURE.

MAINTENANCE OF TRAFFIC LEGEND
- CHANNELED LANE (BOW)
- LONGITUDINAL CHANNELIZING DEVICES
- DETOUR ROUTE WITH DIRECTIONAL ARROWS
- CONSTRUCTION FENCE
- FLAGGER
AFFIDAVIT OF NOTICE TO INTERESTED PARTIES OF PUBLIC HEARING OF THE BLOOMINGTON BOARD OF PUBLIC WORKS

STATE OF INDIANA     )
COUNTY OF MONROE     ) SS:

I, Katherine Stein, BEING FIRST DULY SWORN, DO HEREBY (Printed name of person mailing letters) CERTIFY THAT NOTICE TO INTERESTED PARTIES OF THE PUBLIC HEARING BY THE BLOOMINGTON BOARD OF PUBLIC WORKS, to consider the application

of: The Standard at Bloomington, LLC (Name of person on application)

Requesting: To restrict public right-of-ways

Located at: N. Walnut Street, E 17th Street, W, 17th Street, and the intersection of N Walnut St. and E 17th Street

Was sent by REGULAR FIRST CLASS MAIL to the last known address of all INTERESTED PARTIES (A list of Interested Parties and a copy of said notice are attached and made part of this affidavit).

Said notices were deposited by me in the United States Mail on the 2nd Day of June, 2022, being at least twenty-one (21) days prior to the date of first Public Hearing.

I swear and affirm under penalties for perjury that the foregoing representations are true.

(Signature of person mailing letters)

State of Indiana     )
County of Monroe     ) SS:

Subscribed and sworn to before me this 2nd day of June, 2022.

Notary Public Printed

Residing in Lawrence County My Commission expires September 09, 2025
Project/Event: Request from Strauser Construction for a full street closure and sidewalk closure on E 17th St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Ryan Strauser

Date: June 7, 2022

Report: Strauser Construction is requesting a temporary full street closure on E 17th St from N Lincoln St to N Grant St. This closure will be June 15th and 16th, 2022 while they complete a water tap and new service line for a new development project. Strauser Construction will be working within an existing full street closure which is required for a City capital project. Milestone Contractors will be slip forming new curbs as part of the 17th Street side path project. Milestone will have the street fully closed during daytime hours from June 15th to June 18th, 2022.

Strauser Construction is also requesting a sidewalk closure from June 13 to August 7, 2022. This sidewalk is also currently closed for the City capital project.

City staff has been closely coordinating this work with Strauser and Milestone.
June 3, 2022

City of Bloomington - Board of Public Works
401 N. Morton Street
Bloomington, IN  47404

RE:  1300 N. Lincoln Street - Apartments
     1300 N. Lincoln St.
     Bloomington, Indiana
     Temporary Street Closure

Dear Board Members:

Strauser Construction Co., Inc. is currently constructing a project at 1300 N. Lincoln Street. The project is located at the northeast corner of 17th & Lincoln. The building will consist of ground level parking and 4 levels of residential apartment units.

Strauser Construction Co., Inc. is requesting the use of the right of way for installation of utilities and sidewalks/curs in the 17th Street right of way. Initially, the planned work was to be completed via a MOT plan that included flaggers to reduce the amount of closure needed. However, since our initial MOT was approved, a separate project being conducted by the City was started that closes areas of 17th Street and makes it no longer feasible to complete the work via the original MOT plan put in place for this project.

With the restrictions now in place due to the other project, we need to request the following closures to complete work associated with our project.

Utility Work – Full Closure of 17th Street between Dunn Street and Walnut Street.
   6/13/22 – 6/14/22

Sidewalk Closure – Between Lincoln and east end of property
   6/13/22 – 8/7/22

Please note that the length of the sidewalk closure duration is due to working with the schedule of the other project and removing the existing sidewalk earlier then initially planned to accommodate new curb install prior to our project being ready to install new sidewalk that limits our working space. This will provide an opportunity to complete this work requiring street cut prior to new paving be installed by the City.

During the course of this project Strauser Construction Co., Inc. is dedicated to working with and coordinating with the City of Bloomington, City of Bloomington Engineering, City Law Enforcement and City Transit Providers. Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
453 S. Clarizz Blvd.
Bloomington, IN  47401
NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: 1300 N. Lincoln - Apartments  
ADDRESS: 1300 N. Lincoln Street, Bloomington, IN  
PROJECT SCHEDULE: 6/13/22 – 8/7/22

WORK WITHIN PUBLIC RIGHTS-OF-WAY:

- Closure of Lincoln Street between Dunn Street and Walnut Street for connection of water service to City water main located in the south lane of 17th Street.
  - June 13, 2022 – June 14, 2022
- Closure of the sidewalk on the south side of the property between Lincoln Street and east property line of the 1300 N. Lincoln Street property.
  - June 13, 2022 – August 7, 2022

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS  
DATE: June 7, 2022 at 5:30pm

REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR: Strauser Construction Co., Inc.  
Ryan Strauser  
Email – rmstrauser@strausercci.com  
Phone: 812-336-3608

DEVELOPER/OWNER: University Properties  
2015 N. Dunn Street  
Bloomington, IN 47408  
Phone: 812-334-0333
**ROW EXCAVATION** **ROW USE**

**ADDRESS OF ROW ACTIVITY:** 1300 N. Lincoln Street

### A. APPLICANT/AGENT INFORMATION:
- **APPLICANT NAME:** Strauser Construction Co., Inc.
- **E-MAIL:** rmstrauser@strausercci.com
- **COMPANY:** Strauser Construction Co., Inc.
- **ADDRESS:** 453 S. Clarizz Blvd.
- **CITY, STATE, ZIP:** Bloomington, IN 47401
- **24-HR EMERGENCY CONTACT NAME:**
- **24-HR CONTACT PHONE #:** 812-360-1503
- **INSURANCE #:**
- **COMPANY:** Hylant - Selective
- **BOND #:**
- **COMPANY:** Hylant - Nationwide

**SUBCONTRACTOR INFORMATION**

**LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT**

### B. WORK DESCRIPTION:
- **POD/DUMPSTER**
- **CRANE**
- **SCAFFOLDING**

**CONSTRUCTION USE**

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND* **NON-METERED**

**POD**

### C. RIGHT OF WAY TO BE USED/CLOSED:
- **STREET NAME 1:** \_ 17th Street
  - **1ST INTERSECTING STREET NAME:** Lincoln Street
  - **2ND INTERSECTING STREET NAME:**
- **ROAD CLOSURE**
  - **LANE CLOSURE**
  - **BIKE LANE**
  - **SIDEWALK**
  - **TRANSIT STOP**
  - **PARKING LANE(S)**

**NON-STANDARD HOURS MAY NOT BE ALLOWED NEAR SCHOOLS, ARTERIALS, OR OTHER**

**SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL**

**INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW**

**STANDARD CLOSURE HOURS MON-FRI:** 9:00 AM - 6:00 PM

**STANDARD CLOSURE HOURS**: 9:00 AM - 6:00 PM

**NON-STANDARD CLOSURE HOURS**: 24 hours AM - PM

### D. TRAFFIC CONTROL DEVICES:
- **CONES**
- **LIGHTED BARRELS**
- **FLAGGERS**
- **ARROWBOARD**
- **TYPE 3 BARRICADES**
- **BPD OFFICER**

*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED*

**PRESENTATION LOCATED:** https://bloomington.in.gov/transportation/parking/

**MOVING OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436**

### E. METERED PARKING SPACES NEEDED:
- **Y**
- **N**

**IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)**

**APPLICATION LOCATED:**

### F. IS THIS A **CBU** **COUNTY** **IU** **NP** PROJECT?

- **CBU:** CITY OF BLOOMINGTON UTILITIES
- **COUNTY:** MONROE COUNTY
- **IU:** INDIANA UNIVERSITY
- **NP:** NOT-FOR-PROFIT AGENCY

**PROJECT NAME:** 1300 N. Lincoln - Apartments

**PROJECT #:**

**PROJECT MGR.:**

**PROJECT MGR. #:**

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY*

**EXCAVATIONS:**

- **SQ FT OF PAVEMENT excavations:** 1,060
- **SQ FT OF NON-PAVEMENT excavations:** 1,214
- **DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE**
- **LINEAL FT OF BORE:** NA
- **BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS**

**# OF POLE INSTALLATIONS/REMOVAL:** NA

**SQ FT OF SIDEWALK RECONSTRUCTION:** NA

**#CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED**

**SQ FT OF SIDEWALK NEW CONSTRUCTION:** 2,340

**#CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW IN STRUCTURE**

**RESIDENTIAL DRIVEWAY INSTALLATION:** NA

**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.**

**IT'S THE LAW.**

### H. INDEMNIFICATION AGREEMENT:

*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.*

*I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.*

**PRINT NAME:** Ryan M. Strauser

**SIGNATURE:**

**DATE:** 6/3/2022

For Administration Use Only (applicable to CLOSURE approval)

**APPROVED BY:**

**BPW** City Engineer **DIRECTOR** Date: ______________________

**STAFF REPRESENTATIVE:**

**PHONE #:** ____________________ Date: __________________

**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
**CITY OF BLOOMINGTON**  
**RIGHT-OF-WAY USE PERMIT APPLICATION**

**ROW EXCAVATION**  **ROW USE**

**ADDRESS OF ROW ACTIVITY:** 1300 N. Lincoln Street

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### A. APPLICANT/AGENT INFORMATION:

- **APPLICANT NAME:** Strauser Construction Co., Inc.
- **E-MAIL:** rmstrauser@strauserci.com
- **COMPANY:** Strauser Construction Co., Inc.
- **ADDRESS:** 453 S. Clarizz Blvd.
- **CITY, STATE, ZIP:** Bloomington, IN 47401
- **24-HR EMERGENCY CONTACT NAME:** Ryan Strauser
- **24-HR CONTACT PHONE #:** 812-360-1503
- **INSURANCE #:**
- **COMPANY:** Hylant - Selective
- **BOND #:**
- **COMPANY:** Hylant - Nationwide

---

**B. WORK DESCRIPTION:**

- **POD/DUMPSTER CRANE SCCAFFOLDING CONSTRUCTION USE:**
  - **EXPLANATION:** Close sidewalk to reconfigure in conjunction with schedule
  - **EXCAVATION, LONg END USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND**

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**C. RIGHT OF WAY TO BE USED/CLOSED:**

- **STREET NAME 1:** 17th Street
- **1ST INTERSECTING STREET NAME:** Lincoln Street
- **2ND INTERSECTING STREET NAME:**
  - **ROAD CLOSURE:**
  - **LANE CLOSURE:**
  - **SIDEWALK:**
  - **BIKE LANE:**
  - **OTHER:**
  - **TRANSIT STOP:**

- **STREET NAME 2:**
- **1ST INTERSECTING STREET NAME:**
- **2ND INTERSECTING STREET NAME:**
  - **ROAD CLOSURE:**
  - **LANE CLOSURE:**
  - **SIDEWALK:**
  - **BIKE LANE:**
  - **OTHER:**
  - **TRANSIT STOP:**

---

**D. TRAFFIC CONTROL DEVICES:**

- **CONES**
- **LIGHTED BARRELS**
- **FLAGGERS**
- **ARROWBOARD**
- **TYPE 3 BARRICADES**
- **BPD OFFICER**

---

**E. METERED PARKING SPACES NEEDED:**

**F. IS THIS A **

- **CUBU**
- **COUNTY**
- **IU**
- **NP**

---

**G. EXCAVATIONS:** Work associated with entire project ROW

- **SQ FT OF PAVEMENT EXCAVATIONS:**
- **PAVEMENT INCLUDES:**
- **SIDEWALK/PATH EXCAVATIONS:**
- **DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE**
- **LINEAL FT OF BORE:**
- **Bore pits shall be calculated as SQ FT excavations**
- **# OF POLE INSTALLATIONS/REMOVAL:**
- **SQ FT OF SIDEWALK RECONSTRUCTION:**
- **CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED**
- **SQ FT OF SIDEWALK NEW CONSTRUCTION:**
- **CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW IN STRUCTURE**
- **RESIDENTIAL DRIVEWAY INSTALLATION:**

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**H. INDEMNIFICATION AGREEMENT:**

- 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.

- I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

---

**PRINT NAME:** Ryan M. Strauser

**SIGNATURE:** Ryan M. Strauser

**DATE:** 6/3/2022

---

For Administration Use Only (applicable to CLOSURE approval)

- **APPROVED BY:** _______________ **BPW** **City Engineer** **Director** **DATE:** _______________

---

Staff Representative: ___________________________  **Phone#:** ___________________________  **DATE:** _______________

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**FOR SUBCONTRACTOR INFORMATION**

- **COMPANY NAME:** Strauser Construction Co., Inc. / United Exc.

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**FOR ADMINISTRATION USE ONLY (applicable to ROW activity)**

- **DATE:** _______________ **Phone#:** ___________________________  **FAX:** (812) 349-3520

---

**FOR ADDITIONAL MOT RESOURCES**

- 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.

---

**FOR PERMIT**

- 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.

---

**FOR FORMS**

- 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.
- IT'S THE LAW.
Chick-fil-A Canopy Project

Petitioner/Representative:  Katie Lejman, Horizon Construction Company

Staff Representative:  April Rosenberger

Meeting Date:  June 07, 2022

Event Date:  07/21/2022-08/24/2022

Report:  Horizon Construction Company is requesting a noise permit for night time work from 10:00 p.m. – 6 a.m. on Monday – Saturday and all day on Sunday for the duration of the project. The project consists of the installation of a steel framed shade structure in the drive-thru area for the existing Chick-fil-A located at 3020 E. 3rd Street. Chick-fil-A is requiring the project to be done outside of their normal business hours so their employees can continue to work. The project will begin on July 21, 2022 and be completed on August 24, 2022.

The approval of this permit will waive the City’s noise ordinance from construction and equipment noise throughout the above mentioned dates.
### Chick-fil-A Canopy Schedule Baseline

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<th>Task Name</th>
<th>Start</th>
<th>Jan 30</th>
<th>Feb 6</th>
<th>Feb 13</th>
<th>Feb 20</th>
<th>Feb 27</th>
<th>Mar 6</th>
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<td>Layout and Saw/Out Forms</td>
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<td>Pour Footers (High Early)</td>
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<td>Canopy Erection</td>
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<td></td>
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</tr>
<tr>
<td>Striping</td>
<td>03/06/22</td>
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<tr>
<td>Final Inspections</td>
<td>03/07/22</td>
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<tr>
<td>Punchlist</td>
<td>03/08/22</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**PLEASE NOTE:** Of the listed task items noted in the above canopy baseline schedule above only items #s: 4, 7, 8, & 9 are really the “noise generating” activities. All other work will likely be no noisier than typical business day with no real heavy equipment operation during other line items.
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 by 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: CFA #3200 Bloomington East FSU Chick-fil-A Canopy Project
Location of Event: 3020 E 3rd St College Mall pad Bloomington IN 47401
Date of Event: Monday - Sunday
Calendar Day of Week: Monday - Sunday
Time of Event: 07/21/2022 - 08/24/2022

Description of Event: Installation of steel framed employee shade structure with minor electrical work — drive thru area at the existing Chick-fil-A restaurant located at 3020 E 3rd St College Mall pad Bloomington IN 47401.

Source of Noise: Live Band
Instrument
Construction

Will Noise be Amplified? Yes
No

Is this a Charity Event? Yes
No

Applicant Information

Name: Andy Micham
Organization: Horizon Construction Company
Title: President
Physical Address: 415 Walker Drive Alpharetta, GA 30004
Email Address: kleiman@horizonc.com
Phone Number: (770) 772-0303
Signature:

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President
Beth H. Hollingsworth, Vice-President

Date
Elizabeth Karon, Secretary
## Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Contract #</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 101 - General Fund (S0101)</td>
<td>01 - refund adoption fee-partial-5/27/22</td>
<td>06/10/2022</td>
<td>40.00</td>
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<tr>
<td>Account 43430 - Animal Adoption Fees</td>
<td>Macy Merriman</td>
<td>06/10/2022</td>
<td>40.00</td>
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<tr>
<td>Account 52110 - Office Supplies</td>
<td>01-volunteer lanyards</td>
<td>06/10/2022</td>
<td>172.17</td>
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<tr>
<td></td>
<td>01-volunteer dry erase board</td>
<td>06/10/2022</td>
<td>29.69</td>
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<tr>
<td>Account 52210 - Institutional Supplies</td>
<td>01-Pet Corrector &amp; Litter Pans</td>
<td>06/10/2022</td>
<td>100.00</td>
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<tr>
<td>4832 - Animal Care Equipment &amp; Services, LLC</td>
<td>01-Microchips (400)</td>
<td>06/10/2022</td>
<td>2,147.65</td>
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<tr>
<td>4045 - Datamars, INC</td>
<td>01-fold towels</td>
<td>06/10/2022</td>
<td>52.25</td>
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<td>313 - Fastenal Company</td>
<td>01-Petco-mice for snake food</td>
<td>06/10/2022</td>
<td>9.97</td>
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<tr>
<td>3560 - First Financial Bank / Credit Cards</td>
<td>01-credit adjustment-3/28/22</td>
<td>06/10/2022</td>
<td>(112.27)</td>
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<tr>
<td>4586 - Hill's Pet Nutrition Sales, INC</td>
<td>01-Dog &amp; Kitten Food</td>
<td>06/10/2022</td>
<td>354.52</td>
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<tr>
<td>4586 - Hill's Pet Nutrition Sales, INC</td>
<td>01-Dog/cat/puppy/kitten Food</td>
<td>06/10/2022</td>
<td>476.44</td>
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<tr>
<td>3929 - IDEXX Laboratories, INC</td>
<td>01-Porvo &amp; F/F Diagnostic Tests</td>
<td>06/10/2022</td>
<td>1,089.90</td>
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<tr>
<td>4574 - John Deere Financial (Rural King)</td>
<td>01-litter-50 40lb bags pellet bedding-5/20/22</td>
<td>06/10/2022</td>
<td>259.50</td>
<td></td>
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<tr>
<td>4633 - Midwest Veterinary Supply, INC</td>
<td>01-Fluids</td>
<td>06/10/2022</td>
<td>75.36</td>
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<tr>
<td>Account</td>
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<tr>
<td>----------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------</td>
<td>---------</td>
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<tr>
<td>4633 - Midwest Veterinary Supply, INC</td>
<td>01-dewormer, probiotic and behavior deterrent</td>
<td>06/10/2022</td>
<td>463.63</td>
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<tr>
<td>4633 - Midwest Veterinary Supply, INC</td>
<td>01-Medications, needles, milk replacer, pain meds, steroids'</td>
<td>06/10/2022</td>
<td>615.69</td>
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<tr>
<td>4137 - Patterson Veterinary Supply, INC</td>
<td>01-Syringes, Supportive Meds</td>
<td>06/10/2022</td>
<td>113.50</td>
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<tr>
<td>4137 - Patterson Veterinary Supply, INC</td>
<td>01-Effipro Plus Dog</td>
<td>06/10/2022</td>
<td>216.50</td>
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<tr>
<td>453 - ULINE, INC</td>
<td>01- Volunteer Building supplies-2&quot; straight hook, peg board</td>
<td>06/10/2022</td>
<td>104.73</td>
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<tr>
<td>4666 - Zoetis, INC</td>
<td>01-Antibiotics-Clavamox drops</td>
<td>06/10/2022</td>
<td>222.00</td>
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<tr>
<td>Account 52210 - Institutional Supplies</td>
<td>Totals</td>
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<td>$6,189.37</td>
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<tr>
<td>Account 52430 - Uniforms and Tools</td>
<td>Totals</td>
<td>Invoice 16</td>
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<tr>
<td>4832 - Animal Care Equipment &amp; Services, LLC</td>
<td>01-Pet Corrector &amp; Litter Pans</td>
<td>06/10/2022</td>
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<tr>
<td>4832 - Animal Care Equipment &amp; Services, LLC</td>
<td>01- Cat Traps- inc s/h</td>
<td>06/10/2022</td>
<td>282.00</td>
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<tr>
<td>Account 53610 - Building Repairs</td>
<td>Totals</td>
<td>Invoice 2</td>
<td>$3,130.03</td>
<td></td>
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<tr>
<td>32 - Cassady Electrical Contractors, INC</td>
<td>01- Wired Equipment, Reworked piping for New Lighting</td>
<td>BC 2021-103</td>
<td>06/10/2022</td>
<td>3,130.03</td>
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<tr>
<td>Account 53630 - Machinery and Equipment Repairs</td>
<td>Totals</td>
<td>Invoice 1</td>
<td>$3,130.03</td>
<td></td>
</tr>
<tr>
<td>6253 - O'Dell Equipment &amp; Supply, INC</td>
<td>01-Dryer Maintenance &amp; Repair-5/11/22</td>
<td>06/10/2022</td>
<td>342.14</td>
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<td>Account 53630 - Machinery and Equipment Repairs</td>
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<td>Invoice 1</td>
<td>$342.14</td>
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<td>Account 53990 - Other Services and Charges</td>
<td>Totals</td>
<td>Invoice 3</td>
<td>$3,709.60</td>
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<tr>
<td>7552 - American Incinerators Corp (US Cremation Equipment)</td>
<td>01-Incinerator Setup &amp; Training-remaining on invoice-12/6/21 dat</td>
<td>06/10/2022</td>
<td>3,500.00</td>
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<tr>
<td>3560 - First Financial Bank / Credit Cards</td>
<td>01- cremation service-Order #sIN1654621 &amp; IN1654617</td>
<td>06/10/2022</td>
<td>200.00</td>
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<tr>
<td>60 - Monroe County Solid Waste Management District</td>
<td>01-sharps disposal 5/11/22</td>
<td>06/10/2022</td>
<td>9.60</td>
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</table>
## Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

### Program 010001 - Donations Over $5K

#### Account 52210 - Institutional Supplies

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5819 - Synchrony Bank</td>
<td>01-Leashes, Treat pouch, airhorns</td>
<td>06/10/2022</td>
<td>$303.72</td>
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**Account 52210 - Institutional Supplies Totals**

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Transactions</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>$303.72</td>
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**Account 53130 - Medical**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>54639 - Shake Veterinary Services, INC (Town &amp; Country Vet)</td>
<td>01 - Spay on two Shelter Canine - Rabies Vaccine</td>
<td>06/10/2022</td>
<td>$180.00</td>
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<tr>
<td>54639 - Shake Veterinary Services, INC (Town &amp; Country Vet)</td>
<td>01 - spay/neuter, dental</td>
<td>06/10/2022</td>
<td>$859.09</td>
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**Account 53130 - Medical Totals**

<table>
<thead>
<tr>
<th>Invoice</th>
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<th>Amount</th>
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<tbody>
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<td>2</td>
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**Program 010001 - Donations Over $5K Totals**

<table>
<thead>
<tr>
<th>Department</th>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 - Animal Shelter</td>
<td>52110 - Office Supplies</td>
<td>02 - folders for DPW Administration office use</td>
<td>06/10/2022</td>
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**Department 01 - Animal Shelter Totals**

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Transactions</th>
<th>Amount</th>
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<tbody>
<tr>
<td>29</td>
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<td>$15,299.06</td>
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**Department 02 - Public Works**

**Program 020000 - Main**

**Account 46060 - Other Violations**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6530 - Office Depot, INC</td>
<td>26 - customer paid ticket then it was voided #22203900353</td>
<td>06/10/2022</td>
<td>$30.00</td>
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<tr>
<td>6530 - Office Depot, INC</td>
<td>26 - paid ticket in error, license plate not his #21202004954</td>
<td>06/10/2022</td>
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**Account 46060 - Other Violations Totals**

<table>
<thead>
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<th>Invoice</th>
<th>Transactions</th>
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<tbody>
<tr>
<td>2</td>
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**Program 010000 - Main**

**Account 52210 - Institutional Supplies**

<table>
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<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6530 - Office Depot, INC</td>
<td>02 - Binder for DPW administration office use</td>
<td>06/10/2022</td>
<td>$16.68</td>
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<tr>
<td>6530 - Office Depot, INC</td>
<td>19-Tape, Marker, paper clips post it notes Binders for DPW admin</td>
<td>06/10/2022</td>
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**Account 52210 - Institutional Supplies Totals**

<table>
<thead>
<tr>
<th>Invoice</th>
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<th>Amount</th>
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</thead>
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<tr>
<td>26</td>
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<td>$13,956.25</td>
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**Invoice 26**

<table>
<thead>
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<th>Transactions</th>
<th>Amount</th>
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<tr>
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<tr>
<td>Account</td>
<td>Description</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>52110 - Office Supplies</td>
<td>19-Duster spray 10 oz</td>
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<tr>
<td>52420 - Other Supplies</td>
<td>03- Surface Pro Protect Cover &amp; Pen</td>
</tr>
<tr>
<td>53210 - Telephone</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv.</td>
</tr>
<tr>
<td>53990 - Other Services and Charges</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv.</td>
</tr>
<tr>
<td>53990 - Other Services and Charges</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv.</td>
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</table>

Department 03 - City Clerk
Program 030000 - Main
Account 52420 - Other Supplies

Department 02 - Public Works
Account 52110 - Office Supplies

Department 04 - Economic & Sustainable Dev
Program 040000 - Main
Account 53990 - Other Services and Charges

Program 04RCVR - Recover Foward
Account 53960 - Grants
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>818</td>
<td>Everywhere Signs, LLC</td>
<td>06/10/2022</td>
<td>2,050.00</td>
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<tr>
<td>421</td>
<td>Centerstone Of Indiana, INC</td>
<td>06/10/2022</td>
<td>14,186.97</td>
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<tr>
<td>2974</td>
<td>MacAllister Machinery Co, INC</td>
<td>06/10/2022</td>
<td>442.25</td>
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<tr>
<td>2974</td>
<td>MacAllister Machinery Co, INC</td>
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<tr>
<td>259</td>
<td>Indiana Association Of Cities &amp; Towns (AIM)</td>
<td>06/10/2022</td>
<td>25.00</td>
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<tr>
<td>13969</td>
<td>AT&amp;T Mobility II, LLC</td>
<td>05/30/2022</td>
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**Account 53960 - Grants**

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<th>Description</th>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>04:</td>
<td>BCT Marquee Repair (Centennial Support)</td>
<td>06/10/2022</td>
<td>2,050.00</td>
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<tr>
<td>19</td>
<td>Brighten Btown DPW labor funding April 2022</td>
<td>06/10/2022</td>
<td>14,186.97</td>
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**Program 04WALD - Waldron Arts Center**

**Account 53990 - Other Services and Charges**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2974</td>
<td>MacAllister Machinery Co, INC</td>
<td>06/10/2022</td>
<td>442.25</td>
</tr>
<tr>
<td>2974</td>
<td>MacAllister Machinery Co, INC</td>
<td>06/10/2022</td>
<td>450.25</td>
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**Department 05 - Common Council**

**Program 050000 - Main**

**Account 53160 - Instruction**

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
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<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>05</td>
<td>Webinar - Lucas</td>
<td>06/10/2022</td>
<td>25.00</td>
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**Account 53170 - Mgt. Fee, Consultants, and Workshops**

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2022 Municipal Law Seminar: IMLA Member for Stephen Lucas</td>
<td>06/10/2022</td>
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</table>

**Account 53210 - Telephone**

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Cell phone chgs 4/12-5/11/22-Inv.</td>
<td>05/30/2022</td>
<td>40.77</td>
</tr>
<tr>
<td>Account</td>
<td>Description</td>
<td>Date</td>
<td>Amount</td>
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<td>---------</td>
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<tr>
<td>391</td>
<td>O. W. Krohn &amp; Associates, LLP</td>
<td>06/10/22</td>
<td>3,000.00</td>
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<tr>
<td>5444</td>
<td>Tyler Technologies, INC</td>
<td>06/10/22</td>
<td>2,612.50</td>
</tr>
<tr>
<td>6530</td>
<td>Office Depot, INC</td>
<td>06/10/22</td>
<td>23.19</td>
</tr>
<tr>
<td>6530</td>
<td>Office Depot, INC</td>
<td>06/10/22</td>
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<tr>
<td>3560</td>
<td>First Financial Bank / Credit Cards</td>
<td>06/10/22</td>
<td>300.00</td>
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</table>

**Board of Public Works Claim Register**  
Invoice Date Range 05/28/22 - 06/10/22

- **Department 06 - Controller's Office**
  - **Program 060000 - Main**
    - **Account 53160 - Instruction**
      - 3913 - Indiana League Of Municipal Clerks & Treasurers 06- SBoA School For Jeff McMillan-6/12-6/16/22 06/10/2022 400.00
    - **Account 53160 - Instruction**
      - **Invoice 1**
        - **Transactions**
          - $400.00

- **Account 53990 - Other Services and Charges**
  - 391 - O. W. Krohn & Associates, LLP
  - 5444 - Tyler Technologies, INC
  - **Account 53990 - Other Services and Charges**
    - **Invoice 2**
      - **Transactions**
        - $5,612.50

- **Department 07 - Engineering**
  - **Program 070000 - Main**
    - **Account 52110 - Office Supplies**
      - 6530 - Office Depot, INC 07-Black phone stand (for Admin. Asst.) 06/10/2022 23.19
      - 6530 - Office Depot, INC 07-Letter size hanging folders + manila folders 06/10/2022 13.65
    - **Account 52110 - Office Supplies**
      - **Invoice 2**
        - **Transactions**
          - $36.84

- **Account 53160 - Instruction**
  - 3560 - First Financial Bank / Credit Cards
  - **Account 53160 - Instruction**
    - **Invoice 1**
      - **Transactions**
        - $300.00

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**Run by Denise Dean on 06/06/2022 09:45:42 AM**

Page 6 of 36
Board of Public Works Claim Register
Invoice Date Range 05/28/22 - 06/10/22

Account 53210 - Telephone
13969 - AT&T Mobility II, LLC
06-cell phone chgs 4/12-5/11/22-Inv. 05/30/2022 345.41
287297421132X05192022
Account 53210 - Telephone Totals Invoice 1 $345.41
Transactions

Account 53230 - Travel
3560 - First Financial Bank / Credit Cards
07-Delta (airfare) to ITE Conference June '22 06/10/2022 1,226.20
for Andrew Cibor
Account 53230 - Travel Totals Invoice 1 $1,226.20
Transactions

Account 53320 - Advertising
6891 - Gatehouse Media Indiana Holdings
07-Legal Publication (17th St #7090161 & B-Line Trail #7174177) 06/10/2022 198.80
Account 53320 - Advertising Totals Invoice 1 $198.80
Transactions

Account 53990 - Other Services and Charges
3560 - First Financial Bank / Credit Cards
07 - doxpop Mo. Subscription 5/13/22 public records access 06/10/2022 35.25
Account 53990 - Other Services and Charges Totals Invoice 1 $35.25
Transactions

Account 54310 - Improvements Other Than Building
6811 - Beam, Longest & Neff, LLC
07-Pedestrian Bridge & Small Structure Insp- 06/10/2022 1,568.02
2/28-4/24/22
Account 54310 - Improvements Other Than Building Totals Invoice 1 $1,568.02
Transactions
Program 070000 - Main Totals Invoice 8 $3,710.52
Transactions
Department 07 - Engineering Totals Invoice 8 $3,710.52
Transactions

Department 09 - CFRD
Program 090000 - Main
Account 53210 - Telephone
13969 - AT&T Mobility II, LLC
06-cell phone chgs 4/12-5/11/22-Inv. 05/30/2022 122.31
287297421132X05192022
Account 53210 - Telephone Totals Invoice 1 $122.31
Transactions
### Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

<table>
<thead>
<tr>
<th>Program</th>
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**Account 53990 - Other Services and Charges Totals**

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**Account 53990 - Other Services and Charges**

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**Account 53990 - Other Services and ChargesTotals**

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**Account 53990 - Other Services and Charges**

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**Account 53990 - Other Services and Charges**

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### Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

#### Department 12 - Human Resources

**Program 120000 - Main**

**Account 52110 - Office Supplies**

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#### Account 52110 - Office Supplies Totals

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#### Department 13 - Planning

**Program 130000 - Main**

**Account 52110 - Office Supplies**

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<th>Account</th>
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<td>Office Three Sixty, INC</td>
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#### Account 52110 - Office Supplies Totals

<table>
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Board of Public Works Claim Register
Invoice Date Range 05/28/22 - 06/10/22

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<td>InfoUSA Marketing INC. 13-Polk Directory 2022 06/10/2022</td>
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<td>5047 -</td>
<td>Office Three Sixty, INC 13-markers, mini post-it, label maker tape, pens</td>
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<td>Dimension Mill, INC 13-Blgtn. Accessory Dwelling Workshop (Box Lunch+Drink)-5/23/22</td>
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<td>Advertising 13-Planetizen - Job Posting for Planning Services Manager</td>
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<td>Advertising 13-Reimburse CC #3592 (APA Job Post--Planning Services Manager)</td>
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Department 19 - Facilities Maintenance
Program 190000 - Main
Account 52310 - Building Materials and Supplies

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<td>SSW Enterprises, LLC (Office Pride) 19-ACC-Cleaning Services for May 2022</td>
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**Account 53630 - Machinery and Equipment Repairs**

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<td>293</td>
<td>J&amp;S Locksmith Shop, INC 19-weed eater repair-Air filter, spark plug, shop material, labor</td>
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<td>J&amp;S Locksmith Shop, INC 19-Blower repair-shop material and labor</td>
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**Account 53630 - Machinery and Equipment Repairs Totals**

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**Program 190000 - Main Totals**

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**Department 19 - Facilities Maintenance Totals**

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**Account 28110 - Office Supplies**

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<td>6530</td>
<td>Office Depot, INC 28-Pilot Precise one 12 pk red pens, one 12pk blue pens</td>
<td>06/10/2022</td>
<td>28.93</td>
</tr>
<tr>
<td>6530</td>
<td>Office Depot, INC 28-Zebra 12pk ball point pens and pen refill 2pk</td>
<td>06/10/2022</td>
<td>7.48</td>
</tr>
<tr>
<td>5819</td>
<td>Synchrony Bank 28-Two Ricco Bello notebooks - Mike Crump</td>
<td>06/10/2022</td>
<td>27.98</td>
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**Account 52110 - Office Supplies Totals**

<table>
<thead>
<tr>
<th>Transaction</th>
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<tbody>
<tr>
<td>Invoice 4</td>
<td>$86.33</td>
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</table>

**Account 52420 - Other Supplies**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>793</td>
<td>Indiana Safety Company, INC 28-140 Alpha Protec N95 disposable masks</td>
<td>06/10/2022</td>
<td>67.19</td>
</tr>
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</table>
### Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53210 - Telephone</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022</td>
<td>05/30/2022</td>
<td>78.48</td>
</tr>
<tr>
<td>53640 - Hardware and Software Maintenance</td>
<td>28 - Lenel Software Support - 2022</td>
<td>06/10/2022</td>
<td>1,890.00</td>
</tr>
<tr>
<td></td>
<td>28 - Copier maintenance SECONDARY bill May 2022</td>
<td>06/10/2022</td>
<td>177.20</td>
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<tr>
<td></td>
<td>28 - Copier maintenance MAIN bill May 2022</td>
<td>06/10/2022</td>
<td>1,645.66</td>
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<tr>
<td>54420 - Purchase of Equipment</td>
<td>28 - Laptop, dock, and bag - Christina Finley</td>
<td>06/10/2022</td>
<td>2,009.97</td>
</tr>
<tr>
<td></td>
<td>28 - Dell USB-C replacement AC adapter</td>
<td>06/10/2022</td>
<td>67.99</td>
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</table>

### Fund 176 - ARPA Local Fiscal Recovery (S9512)

**Department 04 - Economic & Sustainable Dev**

**Program G21005 - ARPA COVID Local Fiscal Recovery**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53960 - Grants</td>
<td>04- BGHIP Rebate - Daniel Niederman</td>
<td>06/10/2022</td>
<td>1,000.00</td>
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### Fund 101 - General Fund (S0101)

**Department 28 - ITS**

**Program 280000 - Main**

**Account 53960 - Grants**

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Run by Denise Dean on 06/06/2022 09:45:42 AM
## Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Account</th>
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<th>Transactions</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>G21005</td>
<td>ARPA COVID Local Fiscal Recovery</td>
<td>52330 - Street, Alley, and Sewer Material</td>
<td>334 - Irving Materials, INC</td>
<td>20-Class A Stone for Silvercreek DR &amp; Winston ST</td>
<td>BC 2022-010</td>
<td>06/10/2022</td>
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<tr>
<td>G21005</td>
<td>ARPA COVID Local Fiscal Recovery</td>
<td>52330 - Street, Alley, and Sewer Material</td>
<td>334 - Irving Materials, INC</td>
<td>20-Class A Stone for Silvercreek DR &amp; ST Remy DR</td>
<td>BC 2022-010</td>
<td>06/10/2022</td>
</tr>
<tr>
<td>G21005</td>
<td>ARPA COVID Local Fiscal Recovery</td>
<td>52330 - Street, Alley, and Sewer Material</td>
<td>334 - Irving Materials, INC</td>
<td>20-Concrete for sidewalks &amp; ADA ramps</td>
<td>BC 2022-010</td>
<td>06/10/2022</td>
</tr>
<tr>
<td>G21005</td>
<td>ARPA COVID Local Fiscal Recovery</td>
<td>52330 - Street, Alley, and Sewer Material</td>
<td>334 - Irving Materials, INC</td>
<td>20-Concrete for sidewalks &amp; ADA ramps</td>
<td>BC 2022-010</td>
<td>06/10/2022</td>
</tr>
<tr>
<td>52340</td>
<td>Other Repairs and Maintenance</td>
<td>52330 - Street, Alley, and Sewer Material</td>
<td>4519 - Osburn Associates, INC</td>
<td>20-Sign installation materials (sign blanks, sheeting)</td>
<td></td>
<td>06/10/2022</td>
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<tr>
<td>52340</td>
<td>Other Repairs and Maintenance</td>
<td>52330 - Street, Alley, and Sewer Material</td>
<td>480 - Proveli, LLC ( Hall Signs, INC)</td>
<td>20-Sign installation materials (bolts, washers, nuts)</td>
<td></td>
<td>06/10/2022</td>
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<tr>
<td>G21005</td>
<td>ARPA COVID Local Fiscal Recovery</td>
<td>52340 - Other Repairs and Maintenance</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G21005</td>
<td>ARPA COVID Local Fiscal Recovery</td>
<td>53990 - Other Services and Charges</td>
<td>5534 - Presidio Holdings, INC</td>
<td>28 - 3rd Street Park Equipment 4 - Parks Wifi</td>
<td></td>
<td>06/10/2022</td>
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</table>

**Department 20 - Street**

**Program G21005 - ARPA COVID Local Fiscal Recovery Totals**

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Transactions</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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**Department 04 - Economic & Sustainable Dev**

**Program G21005 - ARPA COVID Local Fiscal Recovery Totals**

<table>
<thead>
<tr>
<th>Invoice</th>
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<tbody>
<tr>
<td>1</td>
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## Department 28 - ITS

**Program G21005 - ARPA COVID Local Fiscal Recovery**

**Account 53990 - Other Services and Charges**

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Transactions</th>
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## Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

### Department 28 - ITS Totals

<table>
<thead>
<tr>
<th>Invoice</th>
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<tr>
<td>1</td>
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### Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals

<table>
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<tr>
<td>8</td>
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## Fund 249 - Grants Non Approp

### Department 04 - Economic & Sustainable Dev

### Program G22008 - 2021 to 2024 Brownfield

#### Account 53990 - Other Services and Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>04: 2021-2024 EPA Brownfield Grant - Inventory &amp; Prioritization</td>
<td>06/10/22</td>
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<tr>
<td>04: 2021-2024 EPA Brownfield Grant - Quality Assurance Project</td>
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<td>04: 2021-2024 EPA Brownfield Grant - Eligibility Determination</td>
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<td>04: 2021-2024 EPA Brownfield Grant - Phase 1 ESA</td>
<td>06/10/22</td>
<td>1,824.00</td>
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<td>04: 2021-2024 EPA Brownfield Grant - Phase 1 ESA</td>
<td>06/10/22</td>
<td>2,622.00</td>
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<td>04: 2021-2024 EPA Brownfield Grant - Program Development</td>
<td>06/10/22</td>
<td>480.00</td>
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#### Account 53990 - Other Services and Charges Totals

<table>
<thead>
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<tbody>
<tr>
<td>6</td>
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#### Program G22008 - 2021 to 2024 Brownfield Totals

<table>
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#### Department 04 - Economic & Sustainable Dev Totals

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### Fund 249 - Grants Non Approp Totals

<table>
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## Fund 312 - Community Services

### Department 09 - CFRD

### Program 090003 - Com Serv - Status of Women

#### Account 53990 - Other Services and Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>09-2022 Women of the Year Award plaques</td>
<td>06/10/22</td>
<td>236.00</td>
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#### Account 53990 - Other Services and Charges Totals

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<th>Transactions</th>
<th>Amount</th>
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<td>Program</td>
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<tr>
<td>401 - Non-Reverting Telecom (S1146)</td>
<td>25 - Telecommunications</td>
<td>090016 - Com Serv - Safe &amp; Civil</td>
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<tr>
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<td>090003 - Com Serv - Status of Women</td>
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<tr>
<td>Account</td>
<td>Description</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>54450 - Equipment</td>
<td>28 - 2 laptops</td>
<td>06/10/2022</td>
</tr>
<tr>
<td></td>
<td>25 - CapR - 63 each: laptops, docks, bags, keyboard/mice combos</td>
<td>06/10/2022</td>
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<tr>
<td></td>
<td><strong>Account 54450 - Equipment Totals</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Program 254000 - Infrastructure Totals</strong></td>
<td></td>
</tr>
<tr>
<td>256000 - Services</td>
<td><strong>Program 256000 - Services Totals</strong></td>
<td></td>
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<tr>
<td>53150 - Communications Contract</td>
<td>28-401 N Morton-Internet serv/telecom hotel- June 22-inc temp FD</td>
<td>05/30/2022</td>
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<tr>
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<td>25 - Special Circuits</td>
<td>06/10/2022</td>
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<td><strong>Account 53150 - Communications Contract Totals</strong></td>
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<td></td>
<td><strong>Program 256000 - Services Totals</strong></td>
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<tr>
<td>401 - Non-Reverting Telecom (S1146)</td>
<td><strong>Fund 401 - Non-Reverting Telecom (S1146) Totals</strong></td>
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</tr>
<tr>
<td>52210 - Institutional Supplies</td>
<td>20-Safety Supplies for employees (gloves, glasses, etc)</td>
<td>06/10/2022</td>
</tr>
<tr>
<td></td>
<td>20-Eye Wash for Tree Crew</td>
<td>06/10/2022</td>
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<td></td>
<td>20-IvyX post-contact cleanser for tree/mowing crews</td>
<td>06/10/2022</td>
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<td></td>
<td><strong>Account 52210 - Institutional Supplies Totals</strong></td>
<td></td>
</tr>
<tr>
<td>52420 - Other Supplies</td>
<td><strong>Account 52420 - Other Supplies Totals</strong></td>
<td></td>
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</tbody>
</table>
409 - Black Lumber Co. INC

06/10/2022 1.99
20-Furnace filter for Street Crews

06/10/2022 1.20
20-Hardware for Street Crews

06/10/2022 17.94
20-2 cycle motor oil for Street Crews

8174 - Epic Solutions

06/10/2022 667.49
20-Die shield burner & gas needle valve for thermo cart

4574 - John Deere Financial (Rural King)

06/10/2022 62.48
20-Triple Two Bar& 1/4 Lock PIN Round

4574 - John Deere Financial (Rural King)

06/10/2022 310.63
20-P.B. Penetrating Catalyst Bonus, Gojo Hand cleaner, Rags

394 - Kleindorfer Hardware & Variety

06/10/2022 (15.96)
20 - duplicate payment on Inv# 705945 pymt dates 4/14 & 4/29/22

394 - Kleindorfer Hardware & Variety

06/10/2022 19.49
20-5 keys, PR Needlenose pliers for Street Crews

394 - Kleindorfer Hardware & Variety

06/10/2022 67.28
20-Face shield & case of 12x16x1 filters for Street Crews

394 - Kleindorfer Hardware & Variety

06/10/2022 35.27
20-Grease, grease gun & hose for Street Crews

337 - Stansifer Radio Co, INC

06/10/2022 30.00
20-Coupler for miovision at Hillside & Walnut signal

5819 - Synchrony Bank

06/10/2022 61.84
20-Eagle 1732GN 4’ ribbed bumper post sleeves for ballards

5819 - Synchrony Bank

06/10/2022 123.68
20-Eagle 1732GN 4’ ribbed bumper post sleeves for ballards

2096 - West Side Tractor Sales CO.

06/10/2022 38.15
20-keys for John Deere equipment

Account 52420 - Other Supplies Totals

Invoice 14
Transactions $1,421.48

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

06/10/2022 130.22
20-cell phone chgs 4/12-5/11/22-Inv.

Account 53210 - Telephone Totals

Invoice 1
Transactions $130.22

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC

06/10/2022 97.85
20-Annual fire extinguisher service for Traffic Building

Account 53610 - Building Repairs Totals

Invoice 1
Transactions $97.85

Account 53920 - Laundry and Other Sanitation Services
<table>
<thead>
<tr>
<th>Account Details</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>19171 - Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>20-uniform rental (minus payroll ded)-5/11/22</td>
<td>06/10/2022</td>
<td>10.60</td>
</tr>
<tr>
<td>19171 - Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>20-uniform rental (minus payroll ded)-5/18/22</td>
<td>06/10/2022</td>
<td>10.62</td>
</tr>
<tr>
<td>19171 - Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>20-mat/towel service-5/18/22</td>
<td>06/10/2022</td>
<td>34.28</td>
</tr>
<tr>
<td>19171 - Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>20-uniform rental (minus payroll ded)-5/25/22</td>
<td>06/10/2022</td>
<td>10.60</td>
</tr>
<tr>
<td>19171 - Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>20-mat/towel service-5/25/22</td>
<td>06/10/2022</td>
<td>34.28</td>
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</table>

Account 53920 - Laundry and Other Sanitation Services Totals

<table>
<thead>
<tr>
<th>Account Details</th>
<th>Description</th>
<th>Invoice Date</th>
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<tbody>
<tr>
<td>19171 - Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>20-mat/towel service-5/11/22</td>
<td>06/10/2022</td>
<td>34.28</td>
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Account 53900 - Other Services and Charges

<table>
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<th>Invoice Amount</th>
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<tr>
<td>6152 - K&amp;S Rolloff, INC</td>
<td>20-Rolloff Services for sweeper dumps</td>
<td>06/10/2022</td>
<td>400.00</td>
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<tr>
<td>1420 - Richard Trinkle (Trinkle SnowPlowing LLC)</td>
<td>20-Snowplow Services for side paths</td>
<td>BC 2021-140</td>
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Account 53900 - Other Services and Charges Totals

<table>
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<th>Account Details</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6152 - K&amp;S Rolloff, INC</td>
<td>20-Rolloff Services for sweeper dumps</td>
<td>06/10/2022</td>
<td>400.00</td>
</tr>
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</table>

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 52310 - Building Materials and Supplies

<table>
<thead>
<tr>
<th>Account Details</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3397 - Evens Time, INC</td>
<td>26-Walnut St Garage-Control gate arm &amp; forcing rod repair-5/13/2</td>
<td>06/10/2022</td>
<td>950.00</td>
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Account 52310 - Building Materials and Supplies Totals

<table>
<thead>
<tr>
<th>Account Details</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
</tr>
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<tbody>
<tr>
<td>3397 - Evens Time, INC</td>
<td>26-Walnut St Garage-Control gate arm &amp; forcing rod repair-5/13/2</td>
<td>06/10/2022</td>
<td>950.00</td>
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Account 53210 - Telephone

<table>
<thead>
<tr>
<th>Account Details</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
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</thead>
<tbody>
<tr>
<td>13969 - AT&amp;T Mobility II, LLC</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022</td>
<td>05/30/2022</td>
<td>122.31</td>
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<tr>
<td>53210</td>
<td>Telephone Totals</td>
<td>Invoice 1</td>
<td>$122.31</td>
</tr>
<tr>
<td>53510</td>
<td>Electrical Services Totals</td>
<td>Invoice 1</td>
<td>$1,265.31</td>
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<tr>
<td>53610</td>
<td>Building Repairs Totals</td>
<td>Invoice 7</td>
<td>$7,101.92</td>
</tr>
<tr>
<td>53630</td>
<td>Machinery and Equipment Repairs Totals</td>
<td>Invoice 1</td>
<td>$528.00</td>
</tr>
<tr>
<td>53640</td>
<td>Hardware and Software Maintenance Totals</td>
<td>Invoice 2</td>
<td>$833.99</td>
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<tr>
<td>53650</td>
<td>Other Repairs Totals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53510</td>
<td>Duke Energy 26-Trades Garage-489 W. 10th-elec chgs 4/22-5/19/22</td>
<td>05/30/2022</td>
<td>1,265.31</td>
</tr>
<tr>
<td>53510</td>
<td>CE Solutions, INC 6197 - 26- Walnut Street Repair Project paid thru April 15, 2022 BC 2021-102 06/10/2022 4,385.52</td>
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<tr>
<td>53510</td>
<td>Harrell Fish, INC (HFI) 321 - 26-Trades Garage- BFP testing</td>
<td>06/10/2022</td>
<td>168.50</td>
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<tr>
<td>53510</td>
<td>Koorsen Fire &amp; Security, INC 392 - 26-Morton St Garage-quarterly billing fire alarm-5/1-7/31/22 BC 2022-016 06/10/2022 131.72</td>
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<td></td>
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<tr>
<td>53510</td>
<td>Koorsen Fire &amp; Security, INC 392 - 26-Trades Garage- Backflow Test</td>
<td>06/10/2022</td>
<td>171.68</td>
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<tr>
<td>53510</td>
<td>Koorsen Fire &amp; Security, INC 392 - 26-Trades Garage-quarterly billing fire alarm-5/1-7/31/22 BC 2022-016 06/10/2022 150.00</td>
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<tr>
<td>53510</td>
<td>Precision Quality Contracting, LLC 6728 - 26- 4th St Garage-CAT6 Cable to Supply Room</td>
<td>06/10/2022</td>
<td>1,814.50</td>
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<tr>
<td>53510</td>
<td>Presidio Holdings, INC 5534 - 26- Field Services for Morton St Garage Camera</td>
<td>06/10/2022</td>
<td>280.00</td>
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<td>Machinery and Equipment Repairs Totals</td>
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<tr>
<td>53640</td>
<td>Hardware and Software Maintenance Totals</td>
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<td></td>
</tr>
<tr>
<td>53650</td>
<td>Other Repairs Totals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53210</td>
<td>Telephone Totals</td>
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<td></td>
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<tr>
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<td>Electrical Services Totals</td>
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<td>Building Repairs Totals</td>
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<tr>
<td>53630</td>
<td>Machinery and Equipment Repairs Totals</td>
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<td>Hardware and Software Maintenance Totals</td>
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<td></td>
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<td>53650</td>
<td>Other Repairs Totals</td>
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<td>Telephone Totals</td>
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<td>Electrical Services Totals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53610</td>
<td>Building Repairs Totals</td>
<td></td>
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<tr>
<td>53630</td>
<td>Machinery and Equipment Repairs Totals</td>
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<tr>
<td>53640</td>
<td>Hardware and Software Maintenance Totals</td>
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</tr>
<tr>
<td>53650</td>
<td>Other Repairs Totals</td>
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</tbody>
</table>

**Note:** The table above summarizes the transactions for various accounts and their corresponding invoice details within the given invoice date range.
### Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53840</td>
<td>Lease Payments</td>
<td>06/10/2022</td>
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<tr>
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<td>Other Repairs</td>
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<tr>
<td>53840</td>
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<tr>
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<td>06/10/2022</td>
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<tr>
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<td>18,617.35</td>
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### Program 130000 - Main

#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>07-Dunn St. Sidewalk (15th-16th)-Inv date 4/30/22</td>
<td>BC 2021-37</td>
<td>2,100.00</td>
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</table>

#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>13-Neighborhood Greenways-Inv date 5/13/22</td>
<td>BC 2020-106</td>
<td>5,289.70</td>
</tr>
</tbody>
</table>

### Program 050000 - Main

#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>07-Dunn St. Sidewalk (15th-16th)-Inv date 4/30/22</td>
<td>BC 2021-37</td>
<td>2,100.00</td>
</tr>
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</table>

#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>13-Neighborhood Greenways-Inv date 5/13/22</td>
<td>BC 2020-106</td>
<td>5,289.70</td>
</tr>
</tbody>
</table>

### Department 13 - Planning

#### Program 130000 - Main

#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>07-Dunn St. Sidewalk (15th-16th)-Inv date 4/30/22</td>
<td>BC 2021-37</td>
<td>2,100.00</td>
</tr>
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#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>13-Neighborhood Greenways-Inv date 5/13/22</td>
<td>BC 2020-106</td>
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### Fund 452 - Parking Facilities(S9502)

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 - Parking</td>
<td>26-Morton St Garage-July 2022 garage rent</td>
<td>06/10/2022</td>
<td>38,035.85</td>
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### Fund 454 - Alternative Transport(S6301)

#### Department 05 - Common Council

#### Program 050000 - Main

#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>07-Dunn St. Sidewalk (15th-16th)-Inv date 4/30/22</td>
<td>BC 2021-37</td>
<td>2,100.00</td>
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#### Account 54310 - Improvements Other Than Building

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 - Common Council</td>
<td>13-Neighborhood Greenways-Inv date 5/13/22</td>
<td>BC 2020-106</td>
<td>5,289.70</td>
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</table>
### Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

<table>
<thead>
<tr>
<th>Account</th>
<th>Details</th>
<th>Invoice</th>
<th>Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>54310 - Improvements Other Than Building</td>
<td>Totals</td>
<td>Invoice 1</td>
<td>$5,289.70</td>
</tr>
<tr>
<td>130000 - Main</td>
<td>Totals</td>
<td>Invoice 1</td>
<td>$5,289.70</td>
</tr>
<tr>
<td>13 - Planning</td>
<td>Totals</td>
<td>Invoice 1</td>
<td>$5,289.70</td>
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</tbody>
</table>

#### Department 26 - Parking

<table>
<thead>
<tr>
<th>Program 260000 - Main</th>
<th>Account 53210 - Telephone</th>
<th>Invoice</th>
<th>Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>13969 - AT&amp;T Mobility II, LLC</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022</td>
<td>05/30/2022</td>
<td>40.77</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund 455 - Parking Meter Fund(S2141)</th>
<th>Program 260000 - Main</th>
<th>Account 53210 - Telephone</th>
<th>Invoice 1</th>
<th>Transactions</th>
</tr>
</thead>
</table>

#### Department 13 - Planning

<table>
<thead>
<tr>
<th>Program 130000 - Main</th>
<th>Account 53960 - Grants</th>
<th>Invoice 1</th>
<th>Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>56 - Middle Way House, INC</td>
<td>06-Downtown Outreach Grant 2022-#22-146</td>
<td>06/10/2022</td>
<td>20,000.00</td>
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<table>
<thead>
<tr>
<th>Department 26 - Parking</th>
<th>Program 260000 - Main</th>
<th>Account 52110 - Office Supplies</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Fund 454 - Alternative Transport(S6301)</th>
<th>Program 260000 - Main</th>
<th>Account 54310 - Improvements Other Than Building</th>
</tr>
</thead>
</table>

**Run by Denise Dean on 06/06/2022 09:45:42 AM**
## Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

### Account 52110 - Office Supplies

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-Bruschia Wall Mount for Jackets, Coats, Hats for 4th ST garage</td>
<td>06/10/22</td>
<td>20.83</td>
</tr>
<tr>
<td>26 - Laser Shipping Labels, banker boxes, - 4th st garage</td>
<td>06/10/22</td>
<td>162.47</td>
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</tbody>
</table>

**Transactions**

- **Invoice 2**
  - **Total**: $183.30

### Account 52340 - Other Repairs and Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-cleaning service-PE-627 N Morton-5/1/22 BC 2022-007</td>
<td>06/10/22</td>
<td>373.00</td>
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</tbody>
</table>

**Transactions**

- **Invoice 1**
  - **Total**: $373.00

### Account 52420 - Other Supplies

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-(1) AC 'D' Battery</td>
<td>06/10/22</td>
<td>8.69</td>
</tr>
<tr>
<td>26-Tape gun and Packing tape</td>
<td>06/10/22</td>
<td>19.48</td>
</tr>
<tr>
<td>26 - Returned - Wall Door Stop-Wrong part</td>
<td>06/10/22</td>
<td>(5.69)</td>
</tr>
</tbody>
</table>

**Transactions**

- **Invoice 3**
  - **Total**: $22.48

### Account 53210 - Telephone

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022</td>
<td>05/30/2022</td>
<td>40.77</td>
</tr>
</tbody>
</table>

**Transactions**

- **Invoice 1**
  - **Total**: $40.77

### Account 53830 - Bank Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-transaction and card fees for April 2022</td>
<td>06/10/22</td>
<td>13,554.50</td>
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</tbody>
</table>

**Transactions**

- **Invoice 1**
  - **Total**: $13,554.50

### Fund 456 - MVH Restricted

**Department 20 - Street**

- **Program 260000 - Main**
  - **Invoice 8**
    - **Total**: $14,174.05
  - **Invoice 9**
    - **Total**: $34,174.05
<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>293 - J&amp;S Locksmith Shop, INC</td>
<td>20-Pad locks for traffic signal boxes</td>
<td>06/10/2022</td>
<td>$227.40</td>
</tr>
<tr>
<td>409 - Black Lumber Co. INC</td>
<td>20-Landscape Adhesive for Sidewalk on Kirkwood</td>
<td>06/10/2022</td>
<td>$14.91</td>
</tr>
<tr>
<td>394 - Kleindorfer Hardware &amp; Variety</td>
<td>20-40 ft lofe measure, gojo hand towels, box of rags,</td>
<td>06/10/2022</td>
<td>$99.56</td>
</tr>
<tr>
<td>336 - Southside Rental Center, INC</td>
<td>20-Unibit 3/8 for paving/sidewalk crews</td>
<td>06/10/2022</td>
<td>$99.99</td>
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<tr>
<td>8169 - Potters Industries LLC</td>
<td>20-AASHTO Type I Pavement marking beads</td>
<td>06/10/2022</td>
<td>$1,380.00</td>
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</table>
## Board of Public Works Claim Register

### Invoice Date Range 05/28/22 - 06/10/22

### Fund 610 - Vehicle Replacement Fund (S0012)

**Department 06 - Controller's Office**

**Program 060000 - Main**

**Account 47120 - Sale of Property**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>208 - City Of Bloomington Utilities</td>
<td>06-Sale of Property Utilities-Unit #621 &amp; #663</td>
<td>06/10/2022</td>
<td>13,632.50</td>
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</table>

**Account 47120 - Sale of Property**

**Program 060000 - Main**

**Department 06 - Controller's Office**

**Account 53140 - Exterminator Services**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>51538 - Economy Termite &amp; Pest Control, INC</td>
<td>16- Sanitation-monthly exterminator services-5/23/22</td>
<td>06/10/2022</td>
<td>125.00</td>
</tr>
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</table>

**Account 53140 - Exterminator Services**

**Fund 610 - Vehicle Replacement Fund (S0012)**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 - Sanitation-monthly exterminator services-5/23/22</td>
<td>BC 2021-108</td>
<td>06/10/2022</td>
<td>125.00</td>
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**Account 53210 - Telephone**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13969 - AT&amp;T Mobility II, LLC</td>
<td>06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022</td>
<td>05/30/2022</td>
<td>419.36</td>
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**Account 53210 - Telephone**

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**Fund 730 - Solid Waste (S6401)**

**Department 16 - Sanitation**

**Program 160000 - Main**

**Account 52420 - Other Supplies**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>409 - Black Lumber Co. INC</td>
<td>16-135 Sunny Slopes-mailbox, mailbox post &amp; numbers</td>
<td>06/10/2022</td>
<td>69.43</td>
</tr>
<tr>
<td>6530 - Office Depot, INC</td>
<td>16 - labels &amp; ink pens</td>
<td>06/10/2022</td>
<td>48.74</td>
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**Account 52420 - Other Supplies**

**Fund 610 - Vehicle Replacement Fund (S0012)**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 - Sanitation-monthly exterminator services-5/23/22</td>
<td>BC 2021-108</td>
<td>06/10/2022</td>
<td>125.00</td>
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</table>
## Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

### Account 53920 - Laundry and Other Sanitation Services

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/10/22</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>8.01</td>
</tr>
<tr>
<td>06/10/22</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>23.26</td>
</tr>
<tr>
<td>06/10/22</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>8.01</td>
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<tr>
<td>06/10/22</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
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### Account 53950 - Landfill

<table>
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<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/10/22</td>
<td>Green Camino, INC (Earthkeepers)</td>
<td>254.88</td>
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<tr>
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### Account 53920 - Laundry and Other Sanitation Services Totals

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
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<tbody>
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### Account 53950 - Landfill Totals

<table>
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<tr>
<th>Invoice Date</th>
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<tr>
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### Program 160000 - Main

### Department 16 - Sanitation

<table>
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<tr>
<th>Invoice Date</th>
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<tbody>
<tr>
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<td>$19,461.50</td>
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### Fund 730 - Solid Waste (S6401)

<table>
<thead>
<tr>
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<tbody>
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<td></td>
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### Fund 800 - Risk Management(S0203)

### Department 10 - Legal

### Program 100000 - Main

### Account 52430 - Uniforms and Tools

<table>
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<th>Invoice Date</th>
<th>Vendor</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>Crane's Leather &amp; Shoe Shop, INC</td>
<td>100.00</td>
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<tr>
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<td>Crane's Leather &amp; Shoe Shop, INC</td>
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<td>Crane's Leather &amp; Shoe Shop, INC</td>
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<td>Crane's Leather &amp; Shoe Shop, INC</td>
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<tr>
<td>Invoice Date Range 05/28/22 - 06/10/22</td>
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</tr>
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<tr>
<td><strong>8613 - Crane's Leather &amp; Shoe Shop, INC</strong></td>
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<tr>
<td>10-safety shoes-T. Jacobs (9D)-5/13/22</td>
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<td>10-safety shoes-K. Johnson (9D)-5/16/22</td>
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<td>10-safety shoes-D. Wall (11EE)-5/23/22</td>
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<td><strong>327 - Hoosier Workwear Outlet, INC</strong></td>
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<td>10-safety shoes-J. Marrero (10EEE)-5/16/22</td>
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<td><strong>1548 - Safety Shoe Distributors, INC</strong></td>
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<td>10-safety shoes-J. Prince (11.5W)-5/3/22</td>
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<td>10-safety shoes-Steury (12)-4/18/22</td>
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<td>10-fees for notary criminal check</td>
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<td>10-fees for notary criminal check</td>
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<td>12</td>
<td>Department 12 - Human Resources</td>
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</table>
**Board of Public Works Claim Register**

**Invoice Date Range 05/28/22 - 06/10/22**

**Program 120000 - Main**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>53990</td>
<td>The Howard E. Nyhart Company, INC</td>
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<td>1,138.15</td>
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<td>3908</td>
<td>CIGNA Healthcare</td>
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**Account 53990.1201 - Other Services and Charges Health Insurance**

<table>
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<td>The Howard E. Nyhart Company, INC</td>
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<td>CIGNA Healthcare</td>
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**Fund 802 - Fleet Maintenance(S9500)**

**Department 17 - Fleet Maintenance**

**Program 170000 - Main**

**Account 52230 - Garage and Motor Supplies**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>908</td>
<td>JB Salvage (Westside Auto Parts)</td>
<td>06/10/2022</td>
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<tr>
<td>4693</td>
<td>Monroe County Tire &amp; Supply, INC</td>
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<td>Monroe County Tire &amp; Supply, INC</td>
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<td>Monroe County Tire &amp; Supply, INC</td>
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<td>Monroe County Tire &amp; Supply, INC</td>
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<td>Monroe County Tire &amp; Supply, INC</td>
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### Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

#### Account 52240 - Fuel and Oil

<table>
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<th>Account</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>7854 - Premier AG CO-OP, INC (Premier Energy)</td>
<td>17 - diesel (1,000 gal) and unleaded (2,000 gal) fuel-5/20/22</td>
<td>06/10/22</td>
<td>13,473.00</td>
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<tr>
<td>7854 - Premier AG CO-OP, INC (Premier Energy)</td>
<td>17 -90 plus unleaded fuel-7,769 gallons-5/19/22</td>
<td>06/10/22</td>
<td>35,568.04</td>
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<tr>
<td>7854 - Premier AG CO-OP, INC (Premier Energy)</td>
<td>17 -87 OCT no Eth unleaded fuel-7,964 gallons-5/17/22</td>
<td>06/10/22</td>
<td>36,343.71</td>
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</table>

#### Account 52230 - Garage and Motor Supplies

| Description                                                                 | Date       | Amount       |
| 17 -3* Carlisle HD Field Trax tires                                         | 06/10/22   | 270.50       |
| 17 - small engine parts - Blades                                            | 06/10/22   | 81.06        |

#### Account 52320 - Motor Vehicle Repair

| Description                                                                 | Date       | Amount       |
| 244 - Bloomington Ford, INC                                                | 06/10/22   | 107.32       |
| 244 - Bloomington Ford, INC                                                | 06/10/22   | 110.25       |
| 244 - Bloomington Ford, INC                                                | 06/10/22   | 174.46       |
| 941 - Central Indiana Truck Equipment Corporation                           | 06/10/22   | 410.00       |
| 594 - Curry Auto Center, INC                                               | 06/10/22   | 356.37       |
| 51827 - Fire Service, INC                                                  | 06/10/22   | 190.87       |
| 51827 - Fire Service, INC                                                  | 06/10/22   | 323.28       |
| 51827 - Fire Service, INC                                                  | 06/10/22   | 444.97       |
| 455 - Industrial Service & Supply, INC                                     | 06/10/22   | 7.32         |
| 455 - Industrial Service & Supply, INC                                     | 06/10/22   | 205.39       |
| 796 - Interstate Battery System of Bloomington, INC                        | 06/10/22   | 97.25        |
| 796 - Interstate Battery System of Bloomington, INC                        | 06/10/22   | 1,011.12     |
| 796 - Interstate Battery System of Bloomington, INC                        | 06/10/22   | 79.07        |

#### Account 52240 - Fuel and Oil Totals

| Description                                                                 | Date       | Amount       |
| Account 52240 - Fuel and Oil Totals                                        | 06/10/22   | $4,448.95    |

#### Account 52320 - Motor Vehicle Repair Totals

<p>| Description                                                                 | Date       | Amount       |
| Account 52320 - Motor Vehicle Repair Totals                                | 06/10/22   | $85,384.75   |</p>
<table>
<thead>
<tr>
<th>Invoice Date Range 05/28/22 - 06/10/22</th>
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<tbody>
<tr>
<td><strong>796 - Interstate Battery System of Bloomington, INC</strong></td>
</tr>
<tr>
<td><strong>4439 - JX Enterprises, INC</strong></td>
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<tr>
<td><strong>4439 - JX Enterprises, INC</strong></td>
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<td><strong>4439 - JX Enterprises, INC</strong></td>
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<tr>
<td><strong>4439 - JX Enterprises, INC</strong></td>
</tr>
<tr>
<td><strong>394 - Kleindorfer Hardware &amp; Variety</strong></td>
</tr>
<tr>
<td><strong>2974 - MacAllister Machinery Co, INC</strong></td>
</tr>
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<td><strong>2974 - MacAllister Machinery Co, INC</strong></td>
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<tr>
<td><strong>53385 - O'Reilly Automotive Stores, INC</strong></td>
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<tr>
<td><strong>53385 - O'Reilly Automotive Stores, INC</strong></td>
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<tr>
<td><strong>53385 - O'Reilly Automotive Stores, INC</strong></td>
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<tr>
<td><strong>53385 - O'Reilly Automotive Stores, INC</strong></td>
</tr>
<tr>
<td><strong>53385 - O'Reilly Automotive Stores, INC</strong></td>
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<tr>
<td><strong>16069 - Palmer Trucks, INC</strong></td>
</tr>
<tr>
<td><strong>4547 - Riddle Tractor Sales (Lawrence County Equip.)</strong></td>
</tr>
<tr>
<td><strong>19681 - Southeastern Equipment Co, INC</strong></td>
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<td><strong>19681 - Southeastern Equipment Co, INC</strong></td>
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<tr>
<td><strong>19681 - Southeastern Equipment Co, INC</strong></td>
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<tr>
<td><strong>582 - Town &amp; Country Chrysler Dodge Jeep, INC</strong></td>
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<tr>
<td><strong>622 - Truck Country of Indiana, INC (Stoops Freightliner)</strong></td>
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<tr>
<td><strong>622 - Truck Country of Indiana, INC (Stoops Freightliner)</strong></td>
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<td><strong>622 - Truck Country of Indiana, INC (Stoops Freightliner)</strong></td>
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<tr>
<td>52420 - Other Supplies</td>
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<tr>
<td>21104 - Cummins Crosspoint, LLC</td>
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<tr>
<td>177 - Indiana Oxygen Company, INC</td>
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<td>8181 - Lawson Products, INC</td>
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<tr>
<td>6216 - Terminal Supply, INC</td>
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<td>52430 - Uniforms and Tools</td>
</tr>
<tr>
<td>7527 - Kenneth Arthur</td>
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<tr>
<td>5918 - Ryan W Hillenburg</td>
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<tr>
<td>5183 - Frank L Robinson</td>
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<td>4861 - Bradley C Rushton</td>
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**Board of Public Works Claim Register**

Invoice Date Range 05/28/22 - 06/10/22

<table>
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<th>Account</th>
<th>Description</th>
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<tbody>
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<td>Uniforms and Tools</td>
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<td>Bruce Home Improvements, INC (Bruce's Garage Door)</td>
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<td>32</td>
<td>Cassady Electrical Contractors, INC</td>
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**Account 53610 - Building Repairs**

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<th>Invoice Date</th>
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<tbody>
<tr>
<td>17</td>
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<td>17</td>
<td>City portion of Uniform rentals -5/18/22</td>
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<td>ken's Westside Service &amp; Towing, LLC</td>
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<td>1205 diagnostic and electrical</td>
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<td>582</td>
<td>Town &amp; Country Chrysler Dodge Jeep, INC</td>
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**Account 53620 - Motor Repairs**

<table>
<thead>
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<th>Account</th>
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<tbody>
<tr>
<td>17</td>
<td>Overhead door replacement at Fleet</td>
<td>BC 2019-112</td>
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<tr>
<td>17</td>
<td>electrical work at Fleet - Ran MC Cable to new motor</td>
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<td>Town &amp; Country Chrysler Dodge Jeep, INC</td>
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**Account 53920 - Laundry and Other Sanitation Services**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>06/10/2022</td>
<td>77.36</td>
</tr>
<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>06/10/2022</td>
<td>20.51</td>
</tr>
<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>06/10/2022</td>
<td>77.36</td>
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<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>06/10/2022</td>
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<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
<td>06/10/2022</td>
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</tr>
<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
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## Board of Public Works Claim Register

**Invoice Date Range 05/28/22 - 06/10/22**

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<tr>
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<th>Description</th>
<th>Invoice Date</th>
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<tbody>
<tr>
<td>19171</td>
<td>Aramark Uniform &amp; Career Apparel Group, INC</td>
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<td>17 - City portion Of uniform rentals -5/4/22</td>
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**Account 53920 - Laundry and Other Sanitation Services**

- Totals Invoice 24 Transactions $722.71

**Account 53990 - Other Services and Charges**

- 204 - State Of Indiana 17 - UST fees 06/10/2022 $540.00

- Totals Invoice 1 Transactions $540.00
<table>
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<th>Description</th>
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<td>53990.1271 - Other Services and Charges Section 125 - URM- City</td>
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Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | Invoice 6 | Transactions | $2,130.70 |
| Fund 804 - Insurance Voluntary Trust | Program 120000 - Main | Program 170000 - Main | Totals | Invoice 100 | Transactions | $140,734.87 |

<table>
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Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | Invoice 6 | Transactions | $2,771.88 |
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<td>3515</td>
<td>Dentons Bingham Greenebaum LLP</td>
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**Account 53990.1283 - Other Services and Charges Health Savings Account**

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**Fund 978 - City 2016 GO Bond Proceeds**

**Department 06 - Controller's Office**

**Program 06016C - 2016 C Jackson Trail**

**Account 54310 - Improvements Other Than Building**

<table>
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<tr>
<th>Invoice</th>
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**Account 54310 - Improvements Other Than Building**

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**Fund 978 - City 2016 GO Bond Proceeds**

**Program 06016C - 2016 C Jackson Trail**

**Department 06 - Controller's Office**

**Grand Totals**

<table>
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REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

<table>
<thead>
<tr>
<th>Date</th>
<th>Type of Claim</th>
<th>FUND</th>
<th>Description</th>
<th>Bank Transfer</th>
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</table>

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 $514,348.60.

Dated this ___ day of ______ year of 20___.

______________________________
______________________________
______________________________

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

Fiscal Office _____________________