

**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2022-75
Petitioner/Representative: Marcos Curiel Faria, Owner of CM Family Business, LLC
d/b/a Arepa Burgers
Staff Representative: Susan Coates
Meeting Date: 9/27/2022

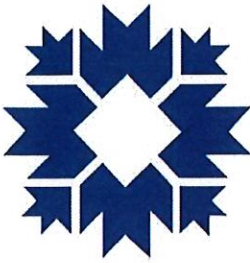
CM Family Business, LLC d/b/a Arepa Burgers, by its owner, Marcos Curiel Faria, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department 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 food trailer.

This application is for 1 year.

Staff is supportive of the request.

Susan Coates



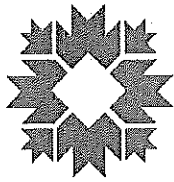
CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	CM Family Business, LLC d/b/a Arepa Burgers
License Type	Mobile Vendor License
Contact	Marcos Curiel Faria
Phone	812-803-8574
Email	arepaburger@cmfamilybusinesses.com
BPW Resolution No (if applicable)	2022-75
Issue Date of License	9/27/2022
Expiration Date of License	9/27/2023
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	9/27/2023
Department Head	Alex Crowley
Record Destruction Date	9/27/2026
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Arepa Burger



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

rec'd
CK# 2001
JC

2. Applicant Information

Name:	Marcos Daniel Curiel		
Title/Position:	Owner		
Date of Birth:	Aug, 14 1997		
Address:	2771 S Boardwalk Cir, Apt 204		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	arepaburger@cmfamilybusinesses.com		
Phone Number:	(812) 803-8574	Mobile Phone:	(812) 369-0901

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
SEP 16 2022

4. Company Information

Name of Employer:	CM Family Businesses LLC			
Address of Employer:	2771 S Boardwalk Cir, Apt 204			
City, State, Zip:	Bloomington, IN 47403			
Employment Start Date:		End Date (If known):		
Phone Number:	(812) 369-0901			
Website / Email:	arepaburger@cmfamilybusinesses.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Marcos Daniel Curiel	
Nicole Ivania Marrder	2771 S Boardwalk Cir Apt 204 Bloomington, IN 47403

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

Date of incorporation or organization:	05/23/2022
State of incorporation or organization: (If Not Indiana) Date qualified to transact business in state of Indiana:	Indiana

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

- A copy of the Indiana registration for the vehicle
- Copy of a valid driver's license
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business
- Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer ID number
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required)
- Picture of truck or trailer
- Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Received in ESD

Date Received:

SEP 16 2022

Received By:

J. Waters

Date Approved:

Approved By:

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

Planned hours of operation:	Wed - Thu (5pm - 10pm) Sat - Sun (12pm - 9pm)	
Place or places where you will conduct business (If private property, attach written permission from property owner):	223 S Pete Ellis Dr. Bloomington, IN 47408	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

BUYER'S TAG RECEIPT - BUYER'S COPY

Tag Number:	1370019	Date of Sale:	SEP 04, 2022
		Expiration Date:	NOV 03, 2022
Issue Date:	Sep 04, 2022		
VIN:	3H9C1C229NM015085		
Year:	2022	Body Style:	MV
Make:	CARR	Model:	EXP
Major Color:	BLUE	Minor Color:	YELLOW

Issuing Dealer:	ROLLING KITCHEN TRAILERS
Dealer Number:	P164355X

Purchaser	
Name:	MARCOS DANIEL CUIEL
Address:	2771 S BOARDWALK CIR APT 204 BLOOMINGTON, IN 47403

BUYER is required to keep this receipt in the vehicle until vehicle is registered and metal plates are placed on the vehicle.

BUYER'S COPY

*Temp
Registration of TRAILER.*



STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

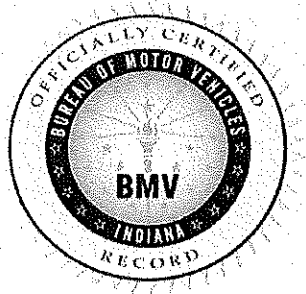
Certification of Driver's Record

For: MARCOS D CURIEL FARIA
 DOB: 08/14/1997
 STATUS: VALID as of 09/15/2022
 NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, 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 15th of September, 2022.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 09/15/2022 10:55 pm

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

MARCOS D CURIEL FARIA
2771 S BOARDWALK CIR APT 204
BLOOMINGTON, IN 47403-3540

License number: 9370-64-3619
License type: DRIVERS
License expires: 08/14/2027
License status: VALID
SR22: Not needed

Birth date: 08/14/1997 Gender: MALE Current points: 0
Social Security #:

Physical Description: Height: 5'10" Weight: 220lbs Hair color: BLACK Eye color: BROWN Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)
-- (** indicates closed/expired active suspensions stayed)

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)

No Convictions were found.

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
5	04/02/2022	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
4	11/19/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
3	09/16/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
2	01/19/2021	1110 N CRESCENT RD APT B127	BLOOMINGTON	IN	47404

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
5	04/02/2022	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
4	11/19/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
3	09/16/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
2	01/19/2021	1110 N CRESCENT RD APT B127	BLOOMINGTON	IN	47404

Credential Issuance

Interim Credential Issue Date: 11/19/2021, Expiration Date: 12/19/2021, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 19275660

Issue Date: 11/19/2021, Amend License, DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 08/14/2027

Interim Credential Issue Date: 1/19/2021, Expiration Date: 2/18/2021, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 17450446

Interim Credential Issue Date: 1/19/2021, Expiration Date: 2/18/2021, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 17450538

Issue Date: 01/19/2021, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 08/14/2027

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION POMPS fire
INSPECTOR'S NAME John Moforo INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 9-20-22
TAXICAB COMPANY AREPA Barger
VEHICLE YEAR 2022 MAKE _____ MODEL Cum
VIN 3H9C1C229NM015085

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

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

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

Additional Comments by Inspector: _____

Inspector Signature *[Signature]*

Date: 9-20-22

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



**FOOD
LIABILITY
INSURANCE
PROGRAM**

<http://www.fliiprogram.com>

844-520-6992

Powered by Veracity Insurance
Solutions, LLC



Great American Alliance Insurance Company
301 E. Fourth Street, 25 S
Cincinnati, OH 45202-4201

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY	POLICY NUMBER: PLE738466
NAMED INSURED: BEAUTY HEALTH & TRADE ALLIANCE	
CERTIFICATE HOLDER: CM Family Businesses LLC	CERTIFICATE NUMBER: F162914
ADDRESS: 2771 South Boardwalk Circle 204, Bloomington, Indiana 47403	
POLICY PERIOD: 07/11/2022 to 07/11/2023 12:01 A.M. Standard Time at the Address of The Certificate Holder	

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
General Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You Limit	\$	300,000 Any One Premises
Medical Expense Limit	\$	5,000 Any One Person
Professional Coverage Extension	\$	Not Purchased Each Claim
	\$	Not Purchased Aggregate
Professional Coverage Deductible	\$	Not Purchased Each Claim
Liability Deductible		None

FORM OF BUSINESS: LLC

PREMIUM:	\$	444
BHTA Fee:	\$	105
TOTAL ANNUAL COST:	\$	549 (The cost is 100% earned/non refundable)
CODE NUMBER: 11168	PREMIUM BASIS: Gross Sales	EXPOSURE: \$50,001-\$100,000
BUSINESS DESCRIPTION: Vendor, Distributor, or Manufacturer of food products; Food Trailer		

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
888-568-0548
info@fliiprogram.com

ADMINISTRATOR'S SIGNATURE:



GEICO Choice Insurance Company

One GEICO Center
Macon, GA 31295-0001

September 15, 2022

Marcos CURIEL FARIA
2771 S BOARDWALK CIR APT 204
BLOOMINGTON IN 47403-3540

Policy Number: 6050205621
Company: GEICO Choice Insurance Company

To Whom It May Concern:

This letter is to verify that the following individual(s) are listed as drivers and/or named insureds for the above referenced policy as of September 15, 2022:

Marcos Curiel Faria

Please contact us if we may be of further assistance.

Sincerely,

GEICO Customer Service



GEICO Choice Insurance Company

One GEICO Center
Macon, GA 31295-0001

September 15, 2022

Marcos CURIEL FARIA
2771 S BOARDWALK CIR APT 204
BLOOMINGTON IN 47403-3540

Policy Number: 6050205621
Company: GEICO Choice Insurance Company

To Whom It May Concern:

This letter is to verify that Marcos Curiel Faria had a policy of insurance with GEICO Choice Insurance Company on September 15, 2022 for the following described vehicle(s):

2022 TOYOTA TUNDRA 5TFLA5DB9NX040059

Please contact us if we may be of further assistance.

Sincerely,

GEICO Customer Service



GEICO CHOICE INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS

MARCOS CURIEL FARIA
2771 S BOARDWALK CIR APT 204
BLOOMINGTON IN 47403-3540

Policy Number: 6050205621
Effective Date: 07-18-22
Expiration Date: 01-18-23
Registered State: INDIANA

To whom it may concern:
This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2022
Make: TOYOTA
Model: TUNDRA
VIN: 5TFLA5DB9NX040059

COVERAGES	LIMITS	DEDUCTIBLES
Bodily Injury Liability Each Person/Each Occurrence	\$25,000/\$50,000	
Property Damage Liability	\$25,000	
Medical Payments	\$1,000	
Uninsured Motorists Bodily Injury Each Person/Each Occurrence	\$25,000/\$50,000	
Underinsured Motorists Bodily Injury Each Person/Each Occurrence	\$50,000/\$50,000	
Uninsured Motorist Property Damage	\$25,000	Non-Ded
Comprehensive (Excluding Collision)		\$1,500 Ded
Collision		\$1,500 Ded
Emergency Road Service	ERS FULL	
Rental Reimbursement	\$30 Per Day / \$900 Max	

Lienholder Additional Insured Interested Party

TOYOTA FINANCIAL SERVICES
PO BOX 105386
ATLANTA, GA 30348-5386

Additional Information:

Issue Date: 09-15-22



GEICO CHOICE INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

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

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

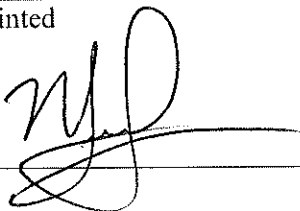
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Marcos Daniel Curiel
Name, Printed


Signature

9-15-22
Date Release Signed



**BUSINESS TAX APPLICATION
INDIANA DEPARTMENT OF REVENUE**

Date Submitted: 07/11/2022

As of Date: 07/11/2022

TID: Applied For

BUSINESS INFORMATION

BUSINESS NAME	CM FAMILY BUSINESSES LLC
TYPE OF ORGANIZATION	DOMESTIC LIMITED LIABILITY COMPANY
PRIMARY ADDRESS	2771 S BOARDWALK CIR, 204, BLOOMINGTON, IN, 47403, USA
FEIN	88-2422728
ACCOUNTING PERIOD YEAR ENDING DATE	DECEMBER 31
STATE OF COMMERCIAL DOMICILE	IN
NAICS PRIMARY CODE	ACCOMMODATION AND FOOD SERVICES / MOBILE FOOD SERVICES
DATE OF INCORPORATION	05/21/2022

OFFICER/AFFILIATE

NAME	MARCOS D CUIEL
TITLE	CHIEF EXECUTIVE OFFICER
ADDRESS	2771 S BOARDWALK CIR, APT 204, BLOOMINGTON, IN, 47403-3540, USA

NAME	NICOLLE I MARRDER
TITLE	CHIEF FINANCIAL OFFICER
ADDRESS	2771 S BOARDWALK CIR, APT 204, BLOOMINGTON, IN, 47403-3540, USA

QUESTIONNAIRE

- | | |
|---------------------------------------------------------------------------------------------------------------------|-----|
| 1. Are you withholding tax on wages paid to employees/Indiana residents? | Yes |
| 2. Are you engaging in retail, wholesale, manufacturing, and/or distribution in Indiana? | Yes |
| 2.1. Will you be involved in selling activities in Indiana? | Yes |
| 2.1.1. Will you be preparing foods and/or beverages to be sold? | Yes |
| 2.1.2. Will you be selling new or replacement tires and/or new tires mounted on motor vehicles? | No |
| 2.1.3. Will you be providing lodging or accommodations for periods less than 30 days? | No |
| 2.1.4. Will you be renting cars, trucks, or vehicles (less than 11,000 gross vehicle weight) for less than 30 days? | No |
| 2.1.5. Will you be selling prepaid wireless telephone services? | No |
| 2.1.6. Will you be preparing foods and/or beverages to be catered? | No |
| 2.1.7. Will you be renting Heavy Equipment for less than 30 days? | No |

RETAIL SALES TAX



BUSINESS TAX APPLICATION
INDIANA DEPARTMENT OF REVENUE
 Date Submitted: 07/11/2022
 As of Date: 07/11/2022
 TID: Applied For

LOCATION 1601 S ROGERS ST, BLOOMINGTON, IN, 47403-3574, USA
DBA AREPA BURGER

Date of first sales for this registration at this location? August 2022
 If you enter a registration date prior to today, you will be required to file a tax return for all previous months.

Is this location a manufacturer or wholesaler only? No

Estimated monthly taxable sale \$25,000.00
 (rounded to nearest \$ amount)

Is this business seasonal? No

Will alcoholic beverages, beer, wine or package liquor be sold from this location? No

Will clear kerosene, dyed kerosene, diesel exhaust fluid (DEF), propane, butane or heating oil be sold through a metered pump? No

Will you make occasional sales at fairs, flea markets, etc in Indiana? Yes

Are you registered for streamiline sales tax? No

Are you a motor vehicle dealer that will be selling vehicle Out-of-State? No

Are you a Marketplace Facilitator? No

WITHHOLDING TAX

LOCATION 1601 S ROGERS ST, BLOOMINGTON, IN, 47403-3574, USA
DBA AREPA BURGER

Provide the date taxes were first withheld from Employees August 2022

Anticipated monthly wages paid to Employees \$9,760.00

Will you be using a Payroll Provider? Yes

FOOD AND BEVERAGE TAX

LOCATION 1601 S ROGERS ST, BLOOMINGTON, IN, 47403-3574, USA
DBA AREPA BURGER

Municipality and Date of first sales from where prepared food will be sold

Municipality **Month/Year**
 Monroe 8/2022

Are you also catering food from this location? No

Are you a Marketplace Facilitator? No

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
05/23/2022 09:17 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202205211594193
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME CM FAMILY BUSINESSES LLC
PRINCIPAL OFFICE ADDRESS 2771 S Boardwalk Cir, 204, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Nicolle Marrder
ADDRESS 2771 S Boardwalk Cir, 204, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL

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

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 05/21/2022
EFFECTIVE TIME 12:01 AM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE CEO
NAME Marcos Daniel Curiel
ADDRESS 2771 S Boardwalk Cir, Apt 204, Bloomington, IN, 47403, USA

TITLE CFO
NAME Nicolle Ivania Marrder
ADDRESS 2771 S Boardwalk Cir, Apt 204, Bloomington, IN, 47403, USA

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
05/23/2022 09:17 AM

MANAGEMENT INFORMATION

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

SIGNATURE

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

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 20, 2022**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

Marcos Daniel Curiel Faria

TITLE

Legal Representative

Business ID : 202205211594193

Filing No : 9423743

Date of this notice: 05-20-2022

Employer Identification Number:
88-2422728

Form: SS-4

Number of this notice: CP 575 A

CM FAMILY BUSINESSES LLC
AREPA BURGER
% MARCOS DANIEL CURIEL MBR
2771 S BOARDWALK CIR
BLOOMINGTON, IN 47403

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2422728. 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.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

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

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

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.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the 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 CMFA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

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.

(IRS USE ONLY) 575A

05-20-2022 CMFA B 999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

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

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 05-20-2022
EMPLOYER IDENTIFICATION NUMBER: 88-2422728
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
████████████████████████████████████████

CM FAMILY BUSINESSES LLC
AREPA BURGER
% MARCOS DANIEL CURIEL MBR
2771 S BOARDWALK CIR
BLOOMINGTON, IN 47403

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

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

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

Vendor:

Name: Marcos Daniel Curiel

Signature: 

Date: 9-15-22

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

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

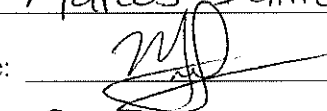
I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name:

Marcos Daniel Coriel

Signature:



Date:

9-15-22

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 09/14/2022

Business Name: Arepa Burger (food Trailer)

Address: 2771 S BOARDWALK CIR
st
Bloomington, IN 47403

Phone:
CELL 812-803-8574

The following permit has been issued:

Permit No. 22-00229

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/14/2022

Effective Date: 09/14/2022

Expiration Date: 09/14/2023

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 Fire for more information.

9/14/2022

Inspector: Tim Clapp

Date



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshall, CN=Tim Clapp
Date: 2022.09.14
12:04:50-04'00'



Authentic
VENEZUELAN
FOOD

@arepaburger.bloom
(812) 369-0901

"In God we trust"



Monroe County
Health Department
119 West 7th Street
Bloomington, IN 47404
812-349-2543

SALE

MID: 0212 Store: 5999 Term: 0000
WP MID: 542929805594033
WP TID: 00270151
WP AUTH CODE: 077099
STAN: 605971
REF#: 0909154557000003

Batch #: 549
09/09/22 15:45:57
CONF #: 9321137235
VISA Chip
*****4888 **/**

Foods
Transaction #: 37535
Amount \$150.00

AMOUNT \$150.00
CONV. FEE \$3.38
TOTAL \$153.38

APPROVED

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TS: 68 00

To protect, promote and
improve the health of
all people in
Monroe County.

CUSTOMER COPY

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: 9/9/2022

Receipt Num.: 37535

Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurences	Fee Amount
Food Service License, Mobile	2022 Mobile Food License - Arepa Burger	Charge		1.00	\$150.00
Total Received					\$150.00
Received From: Arepa Burger					\$150.00

Comments: KH

Services Provided on: 9/9/2022

Entered by: Kathy Hertz

Thank You

ServSafe® CERTIFICATION

MARCOS CURIEL

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

22351579

CERTIFICATE NUMBER

10784

EXAM FORM NUMBER

7/8/2022

DATE OF EXAMINATION

7/8/2027

DATE OF EXPIRATION

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



#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



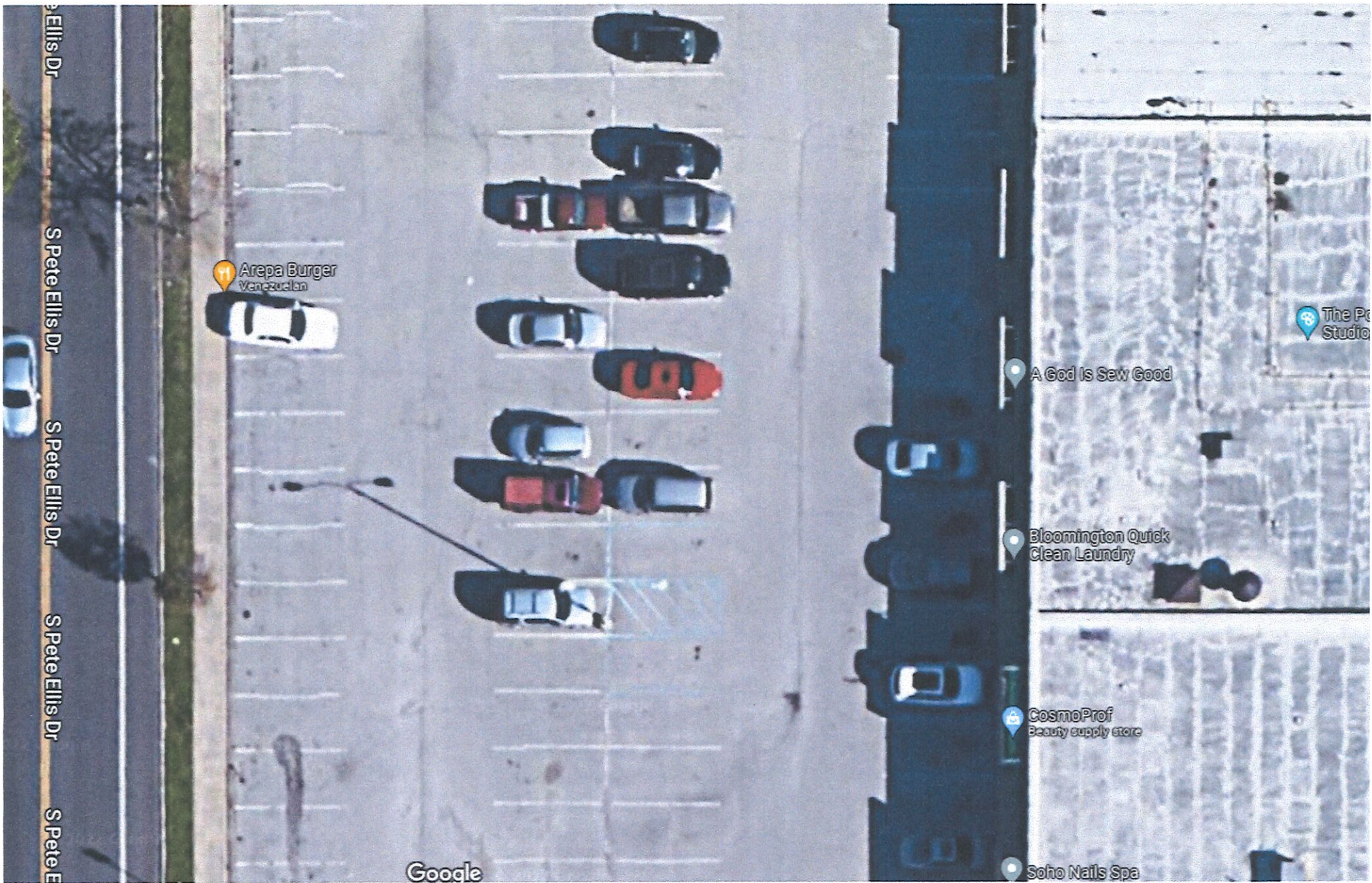
In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

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This document cannot be reproduced or altered.
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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



Arepa Burger
Venezuelan

A God Is Sew Good

Bloomington Quick
Clean Laundry

CosmoProf
Beauty supply store

Soho Nails Spa

The Pe
Studio

S Pete Ellis Dr

S Pete Ellis Dr

S Pete Ellis Dr

S Pete Ellis Dr

S Pete Ellis Dr

Google

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-75
Mobile Vendor in Public Right of Way
CM Family Business, LLC
d/b/a Arepa Burgers**

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, CM Family Business, LLC d/b/a Arepa Burgers (“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 food trailer; 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 food trailer for 1 year beginning on 9/27/2022, and ending on 9/27/2023.

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

RESOLUTION 2022-75

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

ADOPTED THIS THE 27th DAY OF SEPTEMBER, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-75 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Marcos Curiel Faria

Date: _____



Board of Public Works Staff Report

Project/Event: IU Homecoming 5K Run/Walk
Petitioner/Representative: Ian Fournie, Union Board Advisor
Staff Representative: April Rosenberger
Meeting Date: September 27, 2022

The IU Homecoming 5K Run/Walk will be held on Sunday, October 2, 2022 from 7:00 a.m. – 1:00 p.m. which includes setup/teardown time. The 5K Run/Walk will go through IU's Campus to kick off Homecoming week. Security for the race will be provided by IUPD. Proceeds will be donated to the Bloomington Animal Shelter.



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

Department of Public Works
 812-349-3410

1. Applicant Information

Contact Name:	Ian Fournie		
Contact Phone:		Mobile Phone:	224-210-3497
Title/Position:	Union Board Advisor		
Organization:	Indiana University		
Address:	900 E 7 th St.		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	ifournie@iu.edu		
Organization E-Mail and URL:			
Org Phone No:		Fax No:	

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Sunday, Oct. 2 2022	
Time of Event:	Date: 10/2/22 Start: 9:00AM	Date: 10/2 End: 12:00pm
Setup/Teardown time Needed	Date: 10/2/22 Start: 7:00AM	Date: 10/2 End: 1pm
Calendar Day of Week:	Sunday	
Description of Event:	5K Run/Walk through IU's campus to kick off homecoming week. Proceeds to Bloomington Animal Shelter	
List of Street Closures (If applicable)	7th St. 17th St.	
Expected Number of Participants:	200	Expected # of vehicles (Use of Parking Spaces to close): ~ 100

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

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

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

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

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

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

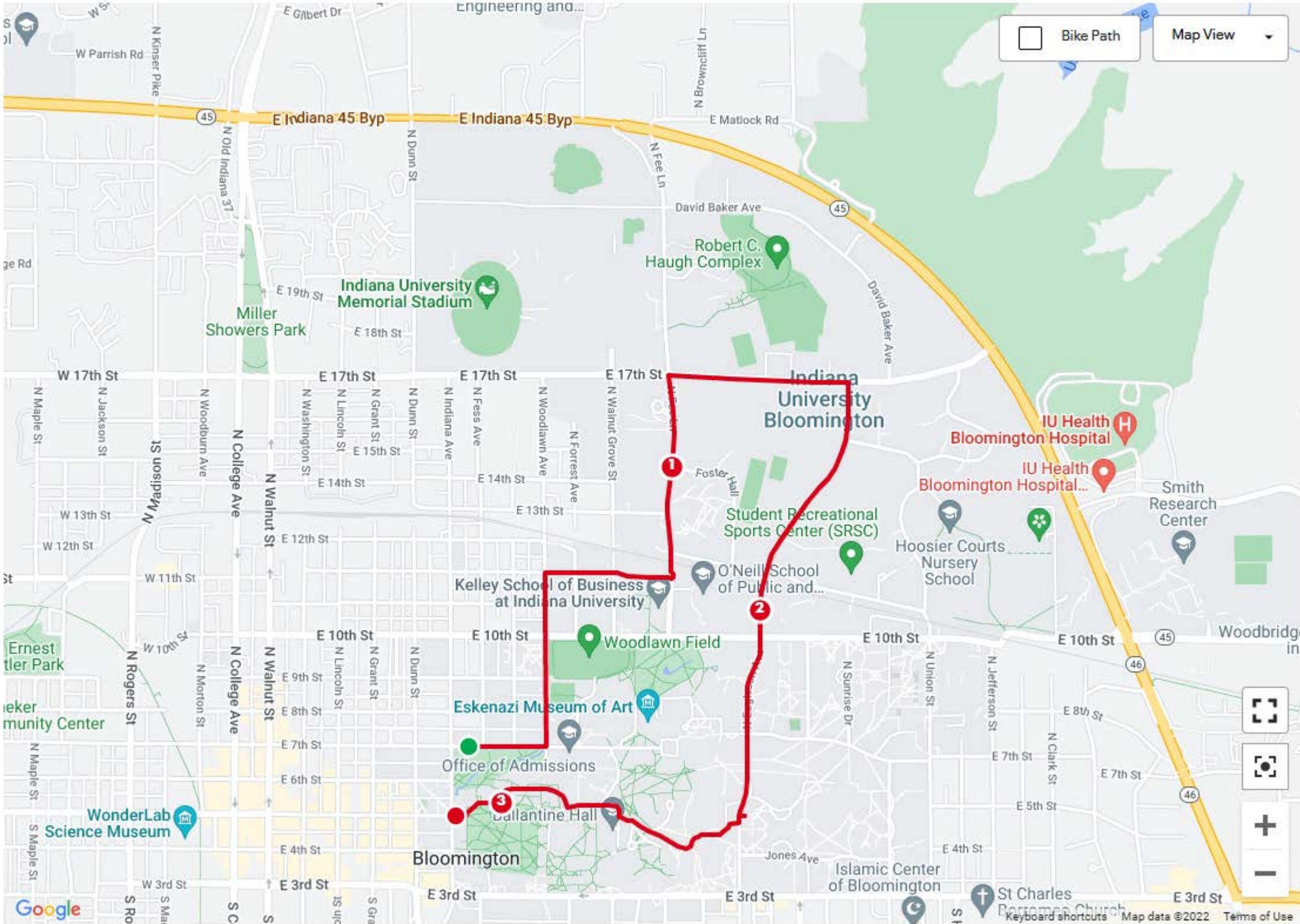
6.

CHECKLIST

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

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

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



Bike Path Map View ▼



BOARD OF PUBLIC WORKS
RESOLUTION 2022-76

IU HOMECOMING 5K RUN/WALK

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

WHEREAS, Indiana University has requested use of city streets to conduct the a 5K race, with proceeds to be donated to the Bloomington Animal Shelter; and

WHEREAS, Indiana University has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Indiana University, herein after “Sponsors”, has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. The City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the IU Homecoming 5K run/walk between the hours of 7:00 a.m. and 1:00 p.m. with the event time of 9:00 a.m. to 12:00 p.m. on Sunday, October 2, 2022
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown.
3. Indiana University shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
4. Indiana University shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by Bloomington Police Department which may include, but are not limited to: anti-vehicle barriers or protections; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.
7. The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 1:00 p.m. Sunday, October 2, 2022
8. The sponsors shall be responsible for notifying all emergency services, transit companies and

Resolution 2022-76

local cab companies by written notice and to the general public by notice to the press well in advance of the event. Signs should be installed on routes as directed by City staff to inform the general public of possible delays on the day of the event. Notice and signs shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.

- 9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

- 10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Indiana University, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

ADOPTED THIS 27th DAY OF SEPTEMBER, 2022.

BOARD OF PUBLIC WORKS:

INDIANA UNIVERSITY

Kyla Cox Deckard, President

Signature

Jennifer Lloyd, Vice-President

Printed Name, Title

Elizabeth Karon, Secretary

Position

Date



Board of Public Works Staff Report

Project/Event: Breast Cancer Awareness Walk

Petitioner/Representative: Karen Shacklette, Breast Cancer Awareness Walk

Staff Representative: Holly Warren

Meeting Date: September 27, 2022

The 25th Annual Breast Cancer Awareness Walk takes place on Saturday, October 29th from 8:00 a.m. to 10:30 a.m. The walk begins at the Showers Plaza, heads east on West 8th Street, South on North College Avenue, east on West Kirkwood Avenue to the Sample Gates, and returns via the same route to Showers Plaza.

Public sidewalks will only be utilized for this event. Organizers anticipate 750 people will attend. Amplified noise for music and speakers will be part of the program at Shower's Plaza.



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Karen Shacklette		
Contact Phone:	812-332-8242	Mobile Phone:	812-322-6603
Title/Position:	Committee Member		
Organization:	Bloomington's Breast Cancer Awareness Walk		
Address:	c/o 429 S. Landmark Avenue		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	keshaq@aol.com		
Organization E-Mail and URL:	www.siraonline.com/walk.htm		
Org Phone No:		Fax No:	

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	October 29, 2022	
Time of Event:	Date: 10/29/2022 Start: 8:30 AM	Date: End: 10:30 AM
Setup/Teardown time Needed	Date: Start:	Date: End:
Calendar Day of Week:	Saturday	
Description of Event:	<p>This is the 25th annual Breast Cancer Awareness Walk. The purpose of the walk is to raise awareness. The walk is free and open to everyone in the community. The program takes place at Showers Plaza. The walk leaves from Showers, goes up and down Kirkwood and back to Showers.</p>	
List of Street Closures (If applicable)	No street closures. We have Volunteers from the Bloomington Police Department to help with traffic at intersections. Participants stay on the sidewalks.	
Expected Number of Participants:	750	Expected # of vehicles (Use of Parking Spaces to close): 0

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

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

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

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

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

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

**6.
CHECKLIST**

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

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

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bloomington's Breast Cancer Awareness Walk		
Location of Event:	Showers Plaza		
Date of Event:	October 29, 2022	Time of Event:	Start: 8:00 AM
Calendar Day of Week:	Saturday		End: 10:30 AM
Description of Event:	Walk to raise awareness		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Karen Shacklette		
Organization:	Bloomington's Breast Cancer Awareness Walk		
Physical Address:	c/o 429 S. Landmark Avenue		
Email Address:	keshaq@aol.com	Phone Number:	812-332-8242
Signature:	<i>Karen Shacklette</i>	Date:	08/31/2022

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	Jennifer Lloyd, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary

Bloomington's Breast Cancer Awareness Walk

DATE: October 29, 2022

Waste Management Plan

Responsible party: Karen Shacklette and committee members for walk

Expected trash: 1) cardboard boxes used to transport shirts and bags

2) Wayward registration forms

3) Participants might bring their own drinks or food

Cardboard boxes will be broken down and recycled.

Wayward registration forms will be gathered up and disposed of.

Waste from the walk which is not recyclable will be removed from Showers Plaza and disposed of offsite.

The City provides trash bins the morning of the walk in the Showers Plaza. The walk itself is along downtown streets and there are trash bins along the way.

Please let me know if you need additional information and I will be happy to provide it.

Waste and Recycling Management Plan Template

Event name: Bloomington's Breast Cancer Awareness Walk

Number of expected attendees: 750

Number of food vendors: 0

Number of other vendors: 2

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington's Breast Cancer Awareness Walk.

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's Breast Cancer Awareness Walk 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: Karen Shacklette

DATE: 08/31/2022

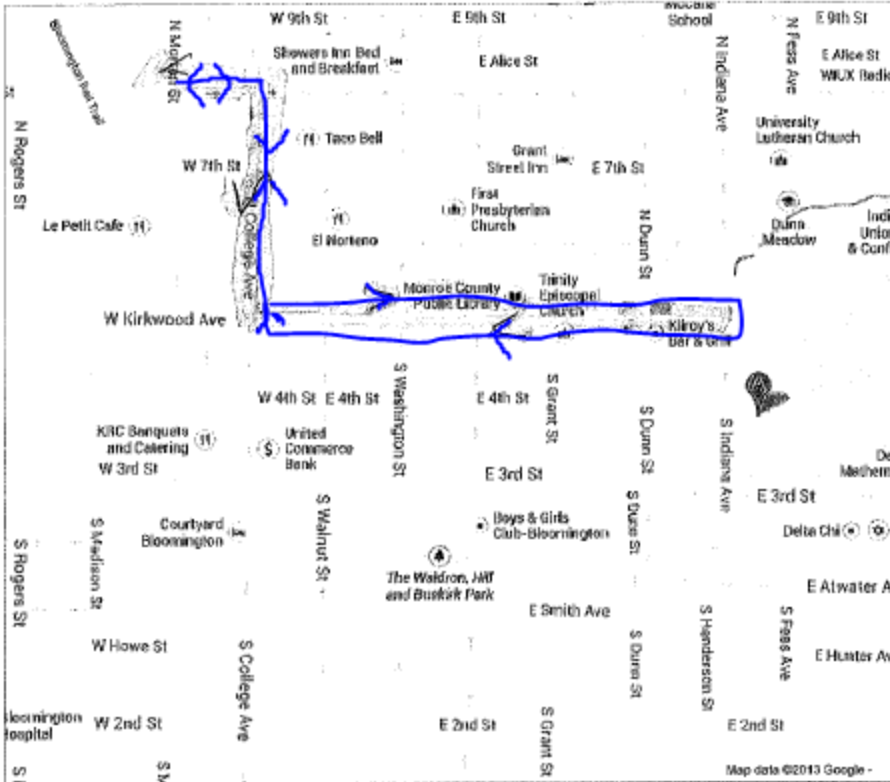
Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510

25th Annual
Bloomington's Breast Cancer Awareness Walk
2022 Route

Google

Click on the
to the map.



The walk will begin at Showers Plaza and go east on Morton, South on College, East on Kirkwood up to the Sample Gates, West on Kirkwood to College, North on College and west on Morton.

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-77**

Breast Cancer Awareness Walk

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

WHEREAS, the Breast Cancer Awareness Walk will sponsor the 25th annual Breast Cancer Awareness Walk in Bloomington; and

WHEREAS, the Breast Cancer Awareness Walk has requested use of public sidewalks Breast Cancer Awareness Walk; and

WHEREAS, the Breast Cancer Awareness Walk has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering and/or Bloomington Police Department and to incur the complete cost; and

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

1. The City of Bloomington Board of Public Works declares that Breast Cancer Awareness Walk (hereinafter “Sponsor”) may utilize sidewalks and cross the following streets: North Morton Street, North College Avenue, West 8th Street, West 7th Street, West 6th Street, and West Kirkwood Avenue to conduct the Breast Cancer Awareness Walk between the hours of 8:30 a.m. and 10:30 a.m. on Saturday, October 29, 2022 and that vehicular traffic may be restricted for short periods of time during this event.
2. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 10:30 a.m., Saturday, October 29, 2022.
3. The City declares the above-described and approved event to be a Special Event for the purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
4. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
5. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

RESOLUTION 2022-77

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

7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022.

BOARD OF PUBLIC WORKS:

BREAST CANCER AWARENESS WALK

Kyla Cox Deckard, President

Signature

Jennifer Lloyd, Vice President

Printed Name

Elizabeth Karon, Secretary

Position



Board of Public Works Staff Report

Project/Event: Holiday Market

Petitioner/Representative: Bloomington Parks and Recreation Department

Staff Representative: Leslie Brinson

Meeting Date: September 27, 2022

Event Date: Saturday, November 26, 2022

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

The Holiday Market will have arts and fine crafts vendors outside of City Hall. The farmers market will be taking place with additional local food and arts and crafts outside as well. The Parks and Recreation mobile stage will set up on Morton Street along the curb on the west side of the street and performances will happen throughout the 10 am – 3 pm timeframe. There will also be roving carolers and costumed characters throughout the market area.

The Holiday Market will be held on Saturday, November 26, 2022, and is requesting use of the North Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between the entrance of the Showers Parking Lot and W. 8th Street from 6:00 AM to 6:00 PM. They are also requesting a Noise Permit.



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Crystal Ritter		
Contact Phone:	812.349.3725	Mobile Phone:	720.260.0176
Title/Position:	Community Events Coordinator		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N. Morton St., Suite 250		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	ritterc@bloomington.in.gov		
Organization E-Mail and URL:	https://bloomington.in.gov/parks		
Org Phone No:	812.349.3700	Fax No:	812.349.3705

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

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

Phone Number:		Mobile Phone:	
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3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday, November 26, 2022	
Time of Event:	Date: 11/26/2021 Start: 10:00 a.m. Date: 11/26/2022 End: 3:00 p.m.	
Setup/Teardown time Needed	Date: 11/26/2022 Start: 6:00 a.m. Date: 11/26/2022 End: 6:00 p.m.	
Calendar Day of Week:	Saturday	
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have arts and fine crafts vendors outside of City Hall. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area.</p>	
List of Street Closures (If applicable)	Morton Street between 8 th Street and 9 th Street or the entrance to the Bloomington City Hall parking lot.	
Expected Number of Participants:	8,000	Expected # of vehicles (Use of Parking Spaces to close): 8-10 and City Hall Parking lot

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

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

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

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

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

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

6. CHECKLIST

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

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

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Crystal Ritter		
Location of Event:	Bloomington's City Hall and Showers Plaza		
Date of Event:	11/26/2022	Time of Event:	Start: 10:00 a.m.
Calendar Day of Week:	Saturday		End: 3:00 p.m.
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have arts and fine crafts vendors outside of City Hall. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area.</p>		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter		
Organization:	Bloomington Parks and Recreation	Title:	Community Events Coordinator
Physical Address:	401 N. Morton St., Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3725
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Date

Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

Event name: Holiday Market
 Number of expected attendees: 8,000
 Number of food vendors: 7
 Number of other vendors: 70-90

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

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

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

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

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

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

Collection and hauling system: Temporary trash cans and ClearStream recycling containers owned by the Bloomington Community Farmers’ Market will be used.

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

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

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

Dear Business or Property Owner,

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

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

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

If you have questions about the Holiday Market, please feel free to reach out to me at 812.349.3725.

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

Sincerely,



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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: City of Bloomington Parks and Recreation

DATE:

Contact Information- Other

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

2022 Holiday Market– Saturday, November 26th 10:00 a.m. to 3:00 p.m.



8th and Morton Street intersection

Morton Street at entrance Showers Parking lot

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-78**

HOLIDAY MARKET

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. North Morton Street will be closed between the Showers Parking Lot Entrance and West 8th Street beginning at 6:00 a.m. on November 26, 2022, until 6:00 p.m. on November 26, 2022.
2. Bloomington Parks and Recreation Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Bloomington Parks and Recreation Department shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Parks and Rec shall obtain and place any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Parks and Recreation Department shall not close the streets until 6:00 a.m. on Saturday, the 26th day of November, 2022 and to remove barricades and signage by 6:00 p.m. on Saturday, the 26th day of November, 2022
4. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, November 26, 2022.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

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

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

ADOPTED THIS 27th DAY OF SEPTEMBER, 2022.

BOARD OF PUBLIC WORKS:

ATTEST:

Kyla Cox Deckard, President

Crystal Ritter
Parks and Recreation Department

Jennifer Lloyd, Vice-President

Date

Elizabeth Karon, Secretary



Board of Public Works Staff Report

Project/Event: Agreement to Transfer Monthly Costs of Street Lights in B-Line (Trail View) Subdivision

Staff Representative: Department of Public Works

Petitioner/Representative: Christina Smith

Meeting Date: 09/27/2022

Habitat for Humanity of Monroe County has petitioned the Department of Public Works (DPW) to take over the ongoing monthly energy and maintenance costs for five (5) pedestrian scale lights leased through Duke Energy along publicly designated streets within the B-Line (Trail View) Subdivision.

Habitat for Humanity has met all of the requirements as stated in the Street Lighting Policy & Procedures for Residential Developments for DPW to take over the ongoing monthly costs for life of the lighting system.

Summary of Contract: B-Line (Trail View) Subdivision

Locations: W Moravec Way

Fixture: Five (5) 100 Watt MH Traditional fixtures with a black finish

Pole: Five (5) Aluminum Style A pole with a black finish

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$52.08

Duke Energy Account Number: 9101-1997-1959

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$52.08 (Monthly Costs)

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

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

Christina Smith

Print/Type Name

Project Coordinator

Print/Type Title

Department of Public Works

Department



We build strength, stability, self-reliance *and* shelter.

February 4, 2022

Special Projects Coordinator
Department of Public Works
401 N. Morton St.
City of Bloomington, IN
Attention: Christina Smith

To whom it may concern,

Habitat for Humanity of Monroe County would like to request that City of Bloomington Engineering Department accept the maintenance and energy cost of the street lights located in the Trail View (B-line) Neighborhood. All installation costs have been paid.

Please feel free to contact me at 812.331.4069 or ferreira@monroecountyhabitat.org if you have any further questions.

Thank you for your consideration,

A handwritten signature in black ink that reads "Nathan Ferreira". The signature is written in a cursive, flowing style.

Nathan Ferreira

Director of Land Development & Production // **Habitat for Humanity of Monroe County**
213 E. Kirkwood Avenue. Bloomington, IN 47408 // 812.331.4069



Street Lighting Policy & Procedures for Residential Developments

In conjunction with UDO, Chapter 20.05; §LG: Lighting Standards, the Department of Public Works (DPW) lighting policy and procedures for residential developments are as follows:

- Requirements:** Developer shall enter into an outdoor lighting agreement with Duke Energy, and bear the responsibility of the installation, maintenance, and energy costs until the streets are formally accepted and all of the installation/equipment costs have been paid by the Developer.
- Developer shall submit lighting plan to City of Bloomington Engineering Department and Departmental of Public Works for approval prior to entering an outdoor lighting service agreement with Duke Energy.
- Shielded Fixtures:** All outdoor lighting shall be of the fully shielded.
- Fixture Type:** Duke’s Traditional fixture (LED is highly encouraged) with a black finish.
- Pole Type:** Duke’s style A, round, smooth, tapered shaft pole with a black finish.
- Height:** Pedestrian scaled lighting shall be less than fifteen (15) feet high.
- Placement:** At least one light shall be installed at intersections. An additional light may be installed at cul-de-sac bulb or dead end.
-
- Petition:** Developer must formally petition DPW in writing to take over the lighting plan within the public right of way once the City has accepted the streets.
- Review:** Departmental staff shall review the lighting plan to ensure that all of the requirements by the Developer have been met.
- Acceptance:** DPW shall take the outdoor lighting service agreement to the Board of Public Works for approval and agree to pay for the ongoing lighting maintenance and energy costs.

915 Moravec Way



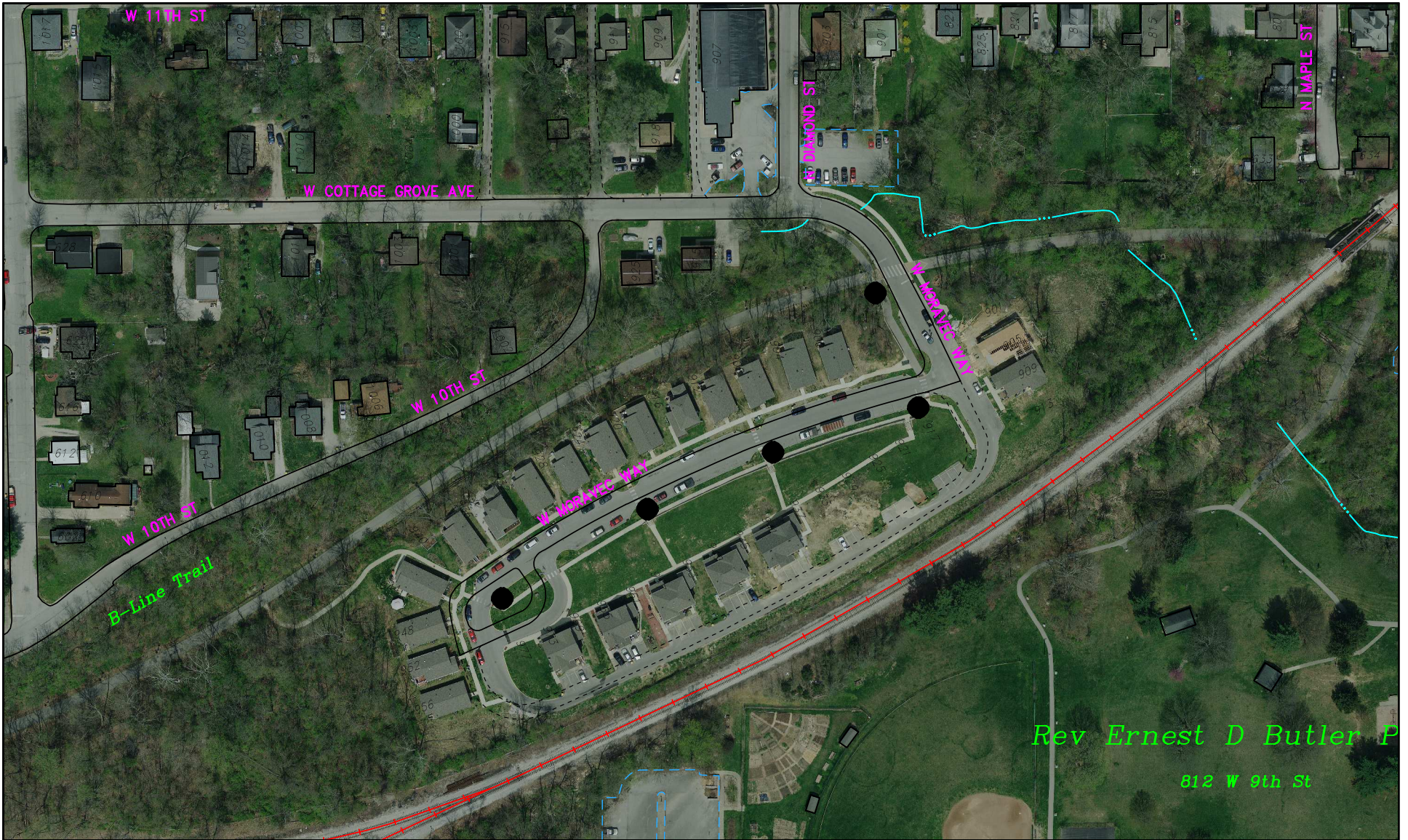
Image capture: May 2019 © 2022 Google

Bloomington, Indiana

Google

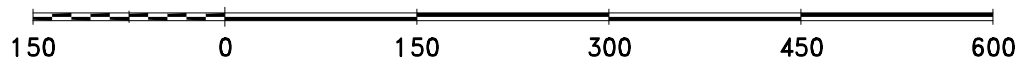
Street View - May 2019





● Street Light Locations

By: smithc
20 Sep 22



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 150'



Affiliate of Distinction 2013-2015



5055 E. Main Street
Avon, In 46123

December 02, 2015

Habitat for Humanity
213 E Kirkwood Ave
Bloomington, IN 47408

Subject:

B-line Neighborhood
Bloomington , IN 47404

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Leslie Sanders
Duke Energy Representative

5055 E. Main Street
Avon, In 46123

ph (317)745-1005

fax (317) 745-1010

Phone: (812) 331-4069 Fax: (812) 336-6022 www.monroecountyhabitat.org habitat@monroecountyhabitat.org

213 E. Kirkwood Avenue, Bloomington, IN 47408-3532 USA

Agreement Information	Equipment, Energy and Maintenance			BL-9044147		12/02/2015
	Agreement Coverage			Agreement Number		Current Date
24803842	133878	75115	S450	V742	OLEIN	SULP
Customer Account Number	Request Number	Corp	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term by Customer.		
Customer Name	Habitat for Humanity					
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.		
Service Address	B-line Neighborhood					
Service Address						
Service City, State, Zipcode	Bloomington	IN	47404			
Mailing Name				Notes:		
Mailing Business Name						
Mailing Address	213 E Kirkwood Ave					
Mailing Address						
Mailing City, State, Zipcode	Bloomington	IN	47408			

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 03/01/2016. AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$9,601.80	\$29.65	\$9.00	5	\$36.65	\$7.73	\$7.73
Option B - 1 Year Agreement Initial Term	\$836.77	\$29.65	\$9.00	5	\$875.42	\$175.08	\$7.73
Option C - 3 Year Agreement Initial Term	\$286.69	\$29.65	\$9.00	5	\$325.34	\$65.07	\$7.73
Option D - 5 Year Agreement Initial Term	\$194.51	\$29.65	\$9.00	5	\$233.17	\$46.63	\$7.73
Option E - 7 Year Agreement Initial Term	\$156.01	\$29.65	\$9.00	5	\$194.65	\$38.93	\$7.73
Option F - 10 Year Agreement Initial Term	\$128.13	\$29.65	\$9.00	5	\$166.79	\$33.36	\$7.73

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

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges. See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

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

A

DECLINE

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

Duke Energy Representative
 Signature
 Printed Name Leslie Sanders
 Date 12/02/2015

AND Customer / Representative
 Signature
 Printed Name MARCY L BECKER
 Date 12-2-16

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

Affiliate of Distinction 2013-2015

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

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

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

SECTION I. EQUIPMENT AND INSTALLATION

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

A. LUMINAIRE DETAIL INFORMATION

ITEM #	LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KW H EA	MAINT/OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Traditional Daylorn, 100W MH PS CO(1482361)	8,500	100	119	476	\$5.93	\$1.80	5	\$38.65
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		\$38.65

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

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

Current Rate per kWh \$ 0.045387 Rate Effective Date 09/14/2009 Estimated Annual Burn Hours 4000

***CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**
Impact Watts = The energy used by the lamp watts plus ballast watts.

<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 MOUNTING HT-BLACK-RND TAPERED-15 DB ALUM	5
TOTAL NUMBER OF POLES		5

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

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

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. - CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

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

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

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

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

SECTION IV. - SYSTEM MAINTENANCE

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

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

SECTION V. - PAYMENT

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

SECTION VI. - TERM OF AGREEMENT

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

SECTION VII. - OTHER TERMS AND CONDITIONS

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



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

213 E. Kirkwood Avenue, Bloomington, IN 47408-3532 USA

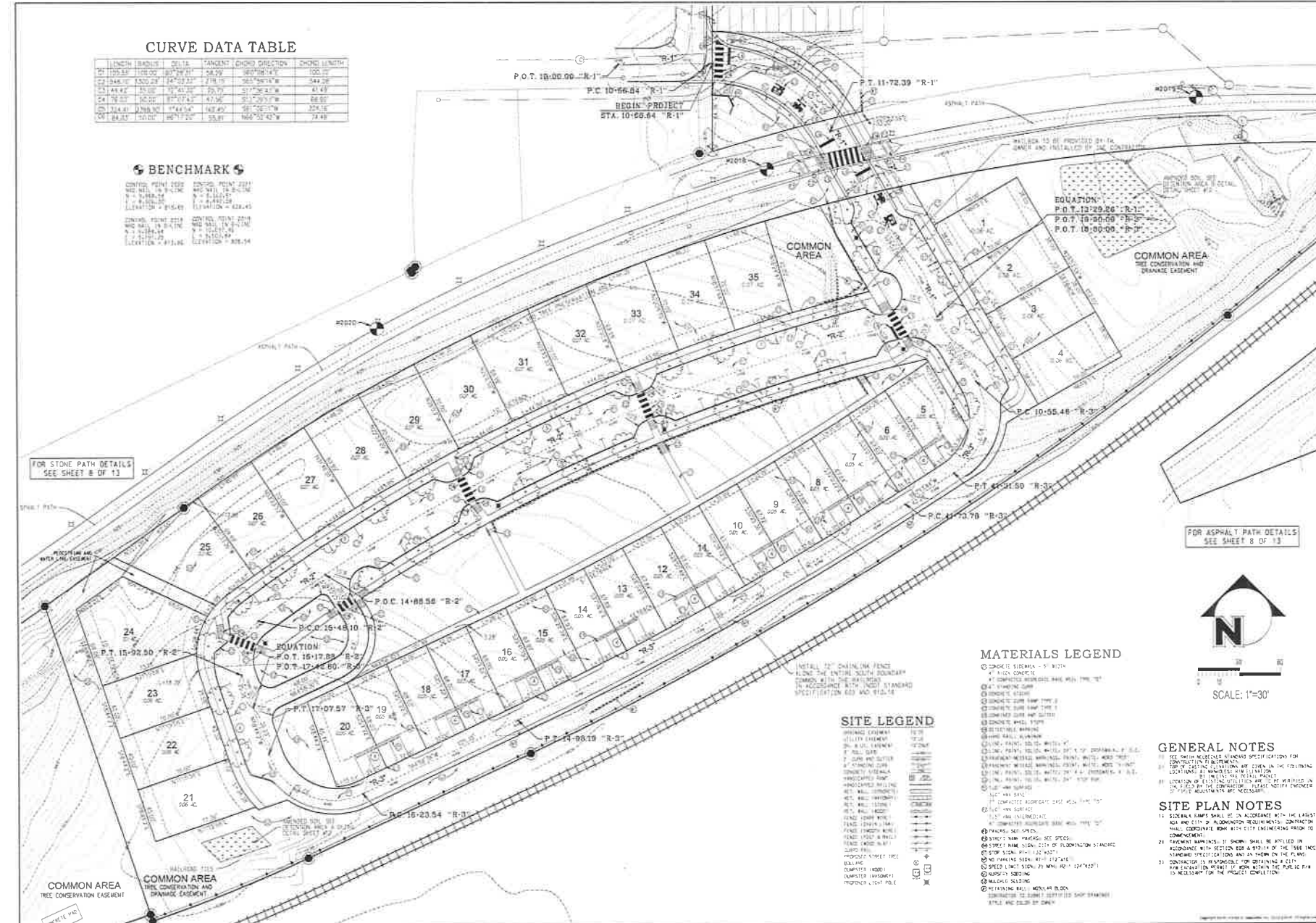
CURVE DATA TABLE

ID	LENGTH	TRAILER	DELTA	TANGENT	CHORD	DIRECTION	CHORD LENGTH
C1	129.64	110.00	187.28	58.29	188.0184E		100.00
C2	545.10	450.00	187.28	279.75	265.5874W		349.26
C3	144.47	125.00	127.40	72.77	237.7821W		81.43
C4	78.23	50.00	87.07	47.52	211.2079W		66.67
C5	734.81	625.00	144.54	168.49	281.2017W		329.16
C6	84.83	50.00	187.28	58.81	168.2432W		74.83

BENCHMARK

CONTROL POINT 1232
 MON. HULL IN B.C.T.M.
 N = 438.43
 E = 113.55
 ELEVATION = 822.43

CONTROL POINT 2219
 MON. HULL IN B.C.T.M.
 N = 312.94
 E = 180.69
 ELEVATION = 308.54



FOR STONE PATH DETAILS
 SEE SHEET 8 OF 13

FOR ASPHALT PATH DETAILS
 SEE SHEET 8 OF 13



MATERIALS LEGEND

- CONCRETE SIDEWALK - 5" WITH 1" FINI CONCRETE
- ASPHALT DRIVEWAY WITH 2" SURF
- ASPHALT DRIVEWAY WITH 3" SURF
- ASPHALT DRIVEWAY WITH 4" SURF
- ASPHALT DRIVEWAY WITH 5" SURF
- ASPHALT DRIVEWAY WITH 6" SURF
- ASPHALT DRIVEWAY WITH 7" SURF
- ASPHALT DRIVEWAY WITH 8" SURF
- ASPHALT DRIVEWAY WITH 9" SURF
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- ASPHALT DRIVEWAY WITH 32" SURF
- ASPHALT DRIVEWAY WITH 33" SURF
- ASPHALT DRIVEWAY WITH 34" SURF
- ASPHALT DRIVEWAY WITH 35" SURF

SITE LEGEND

- BRICK PAVING
- CONCRETE PAVING
- ASPHALT PAVING
- GRASS
- GRAVEL
- DRIVEWAY
- DRIVEWAY WITH 2" SURF
- DRIVEWAY WITH 3" SURF
- DRIVEWAY WITH 4" SURF
- DRIVEWAY WITH 5" SURF
- DRIVEWAY WITH 6" SURF
- DRIVEWAY WITH 7" SURF
- DRIVEWAY WITH 8" SURF
- DRIVEWAY WITH 9" SURF
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- DRIVEWAY WITH 33" SURF
- DRIVEWAY WITH 34" SURF
- DRIVEWAY WITH 35" SURF

GENERAL NOTES

- SEE OWNER NEIGHBORHOOD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- SEE CITY OF MONROE SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- LOCATION OF EXISTING UTILITIES ARE TO BE MAINTAINED AND NOT TO BE MOVED UNLESS OTHERWISE NOTICED BY THE ENGINEER.
- ALL NECESSARY UTILITY LOCATIONS MUST BE MAINTAINED AND NOT TO BE MOVED UNLESS OTHERWISE NOTICED BY THE ENGINEER.

SITE PLAN NOTES

- SEE BULK LOTS OF IN ACCORDANCE WITH THE LATEST ADA AND CITY OF MONROE REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- IF ANY NECESSARY ADJUSTMENTS ARE TO BE MADE TO THE SITE PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OBTAIN WRITTEN APPROVAL PRIOR TO COMMENCEMENT.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY ENGINEER'S REPORT TO BE DONE WITHIN THE PERIOD THAT IS NECESSARY FOR THE PROJECT COMPLETION.
- SEE PARKING AREA - MONROE BLOCK. CONTRACTOR TO BE RESPONSIBLE FOR SHARP TURNING RAILS AND DESIGN BY OWNER.

Schwartz & Associates, Inc.
 18155 STATE OF
 PROFESSIONAL ENGINEER
 NO. 16155

REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF MISSISSIPPI
 NO. 16155

05/20/14

PROJECT TITLE
 B-LINE NEIGHBORHOOD
 MONROE COUNTY
 HABITAT FOR HUMANITY

REVISIONS	BY	DATE	DESCRIPTION

SUS ROD SUS
 4553
 SHEET
 2 OF 13
 DATE 05/20/14
 SITE PLAN



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: September 27, 2022

Department of Public Works has requested and received an outdoor lighting service agreement to effectively illuminate the intersection of E Discovery Pkwy & SR 45-46 Bypass. This intersection is the main entrance to the Indiana University Hospital.

The City has elected to pay the total one time charge for equipment costs in the amount of \$14,118.04, and \$26.24 energy usage, and maintenance monthly costs. All of the associated costs with these lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Summary of Contract: Intersection of E Discovery Pkwy & SR 45/46 Bypass

Locations: Intersection of E Discovery Pkwy & SR 45/46 Bypass

Fixture: Two (2) 220 Watt LED Roadway fixtures

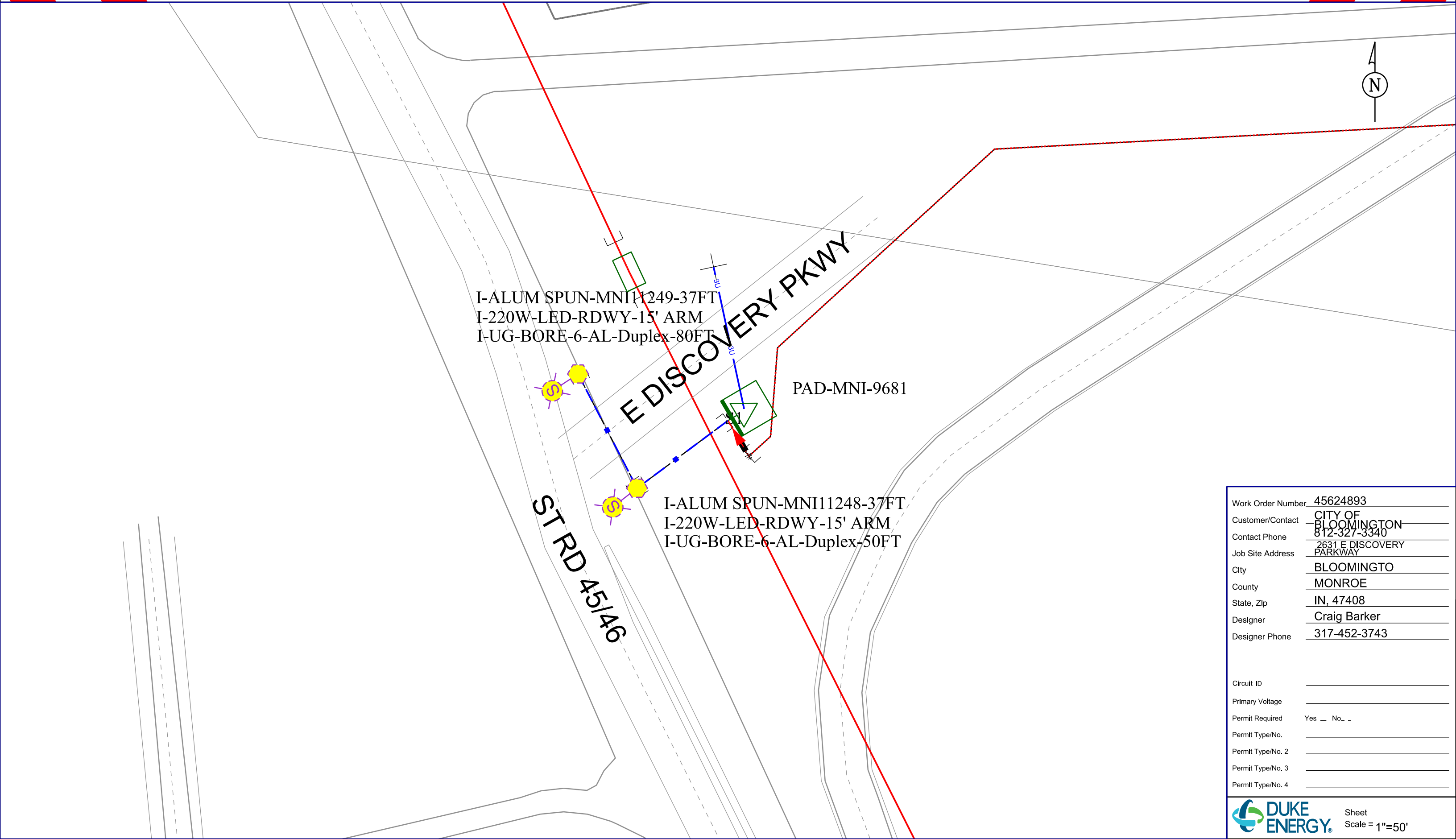
Pole: Two (2) Spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$14,118.04

Estimated Monthly Charge: \$26.24

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



Work Order Number	45624893
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	2631 E DISCOVERY PARKWAY
City	BLOOMINGTO
County	MONROE
State, Zip	IN, 47408
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	_____
Primary Voltage	_____
Permit Required	Yes _ No _
Permit Type/No.	_____
Permit Type/No. 2	_____
Permit Type/No. 3	_____
Permit Type/No. 4	_____



IN01 LIGHTING SERVICE AGREEMENT

Account Information:
CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON IN

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTO Indiana 47401-2433

Account Number:
9101 2294 9536

Work Order Number:
45624893

Customer Contact Information:
CITY OF BLOOMINGTON-CHRISTINA SMITH
smithc@bloomington.in.gov

Duke Energy Representative Contact Info:

This Lighting Service Agreement is hereby entered into this 29th day of June, 2022, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Craig Barker

Date Signed 8/29/2022

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	26.24	14118.03	14118.03	26.24

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	002	LFIX-RW-LED-220-GRAY-IV-M	7059.02	7.75	5.37	7072.14	14144.28
		Rental, Maintenance, F&E Totals:	\$14,118.04	\$15.50	\$10.74		
Estimated Change to Base Monthly Charge Total							\$14,144.28

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Board of Public Works Staff Report

Project/Event: Community Worship Night

Petitioner/Representative: Quentin Bemis

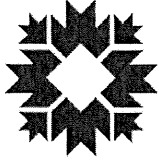
Staff Representative: April Rosenberger

Meeting Date: September 27, 2022

Event Date: October 9, 2022

Sherwood Oaks Christian Church will be hosting a Community Worship Night at Switchyard Park's mainstage on Sunday, October 9th, 2022. The events will start at 6:00 p.m. and go until 8:00 p.m. Community Worship Night is a combined worship service that will include live music.

Parks and Recreation has approved the use of Switchyard Park's mainstage for this event.



NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Community Worship Night		
Location of Event:	Switchyard Park Performance Stage		
Date of Event:	Oct. 9, 2022	Time of Event:	Start: 6pm
Calendar Day of Week:	Sunday		End: 8pm
Description of Event:	Live musical worship service with combined local churches		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Quentin Bemis		
Organization:	Sherwood Oaks Christian Church	Title:	Worship Minister
Physical Address:	2700 E Rogers Rd, Bloom., IN 47401		
Email Address:	qbemis@socc.org	Phone Number:	812-870-4574
Signature:		Date:	12/15/2022

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	
<u>KYLA COX DECKARD, PRESIDENT</u>	<u>JENNIFER LLOYD, Vice-President</u>
Date	<u>ELIZABETH KARDON, SECRETARY</u>

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/23/2022	Payroll				480,929.21
					<u>480,929.21</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 480,929.21

Dated this 27th day of September year of 2022.

Kyla Cox Deckard, President Jennifer Lloyd, Vice 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 _____