

Board of Public Works Meeting

December 20, 2022



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

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

**AGENDA
BOARD OF PUBLIC WORKS
December 20, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, December 20, 2022 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/871109157070?pwd=UUUzMmpZYTVUS0dpeEdBNUNuZ0t6Zz09>

Meeting ID: 871 0915 7070 Passcode: 818504

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

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email public.works@bloomington.in.gov.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTANCES

III. CONSENT AGENDA

1. Approval of Minutes November 22, 2022
2. Confirm Flavia Burrell as 2023 Board of Public Works' Designated Representative on the City's Plan Commission
3. 2023 BDUAC Appointments
4. 2023 CATS Funding Agreement
5. 2023 PEG Content Provider Agreement (WTIU)
6. 2023 PEG Content Provider Agreement (MCPL)
7. 2023 Service Agreement with SSW Enterprises for Cleaning Services at Public Works Facilities
8. Amendment to Agreement with CentralSquare (Lucity) for GIS Web Map Functionality
9. Change Order #2 for the Dunn St. Sidewalk Project
10. Change Order #2 for the Hopewell Phase I East Demolition Project
11. Request from Land-Ron, Inc. for Dumpster Placement on W. 9th St. between Walnut and Morton (December 20, 2022-February 16, 2023)
12. Resolution 2022-91; Pili's Party Truck #1
13. Resolution 2022-92; Pili's Party Truck #2
14. Resolution 2022-93; Pili's Party Truck #3
15. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2022-89; City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way
2. Resolution 2022-86; Freezefest
3. Amendment #1 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering for the Neighborhood Greenways Project
4. LPA Consulting Contract with VS Engineering for Preliminary Engineering Services on the Crosswalk Safety Improvements Project
5. Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Moores Pike/ SE Park Trail Realignment
6. Contract with Smock Fansler Corporations for the 10th & Jefferson Retaining Wall Project
7. Request from Duke Energy for Lane and Sidewalk Closures along North and South Rogers and S. Morton St. (January 03, 2023 – January 27, 2023)
8. Request from Renascent, Inc. for Lane Closures on W. 1st Street (January 03, 2023 – January 13, 2023)

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held Monday, December 06, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Jennifer Lloyd
Elizabeth Karon

ROLL CALL

City Staff: April Rosenberger-- Public Works
J.D. Boruff – Public Works
Mike Rouker – City Legal
Tim Street – Parks & Recreation
Sara Gomez – Engineering
Neil Kopper -- Engineering
Jason Kerr – Engineering
Ryan Daily – Parking Services

MESSAGES FROM BOARD MEMBERS

None

PUBLIC COMMENT

Greg Alexander asked if it is possible to get a report on if there have been any tickets issued for the scooters. Mike Rouker, City Legal, answered he was not aware of any. Cox Deckard asked for an update during the next meeting.

PETITIONS& REMONSTRANCES

None

CONSENT AGENDA

1. Approval of Minutes; November 22, 2022
2. 2023 Service Agreement with Cummins, Inc. for Maintenance and Repair of Generators
3. Outdoor Lighting Service Agreements with Duke Energy for W. 12th through W. 15th Street
4. Outdoor Lighting Service Agreement with Duke Energy for Dead End of E. Woodstock Place
5. 2023 Parker Technology, LLC Service Agreement for Video/Audio Communications and Monitoring
6. 2023 EvensTime Service Agreement for Support and Maintenance of PARCS Equipment
7. Resolution 2022-87; Declaration of Surplus from ITS
8. Resolution 2022-88; Declaration of Surplus from Sanitation
9. Approval of Payroll

Public Comments: Greg Alexander stated that Freezefest parks their cars in the crosswalk and asked if that could be addressed this year before the event. Cox Deckard noted that the Agenda had been updated and that Freezefest was no longer on it. She stated that Alexander’s comment would be noted for when Freezefest does come forward to the Board.

Karon made a motion to approve the Consent Agenda. Lloyd seconded. All in favor, motion is passed.

Mike Rouker, City Legal, presented Resolution 2022-90; Temporary Moratorium on the Consideration of Special Events Applications. See meeting packet for details.

Public Comments: Dave Askins, B Square Bulletin, wanted to get confirmation that Freezefest was removed from the Agenda because it is exactly the type of special event the Moratorium affects. Cox Deckard stated the Moratorium affects all special event applications and that is why Freezefest was removed from the Consent Agenda.

Board Comments: None

Karon made a motion to approve Resolution 2022-90; Temporary Moratorium on the Consideration of Special Events Applications. Lloyd seconded. All in favor, motion is passed.

Tim Street, Parks & Recreations, presented Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project. Lloyd seconded. All in favor, motion is passed.

Sara Gomez, Engineering, presented Contract with E&B Paving, LLC for the Maxwell Lane Traffic Calming Project. See meeting packet for details.

Public Comments: Dave Askins, B Square Bulletin, asked why the numbers from the bidders were so dramatically different and wondered if it is because contractors don't really want the job. Gomez answered that commenter was correct in his idea. Gomez also added that the contractor who was awarded this project recently completed a very similar project in scope and size, so the bid came aligned very closely to it. Betty Rose Nagle asked if there was a more specific description on the design work involved in the traffic calming. She stated that it seemed excessive that 4 speed humps would be installed, like her neighbors have heard. Nagle also asked what the reasoning was for not putting a stop sign somewhere between Woodlawn and Henderson. Neil Kopper, Engineering, addressed Nagle's question regarding the specificity of the design, stating that when the request for quote was put out, there was a very explicit plan set included. The plan does include 4 speed humps, one for each block, which was determined to be the best plan. Kopper also stated that stop signs do a good job of slowing drivers at one location, but do not slow them down throughout a corridor.

Board Comments: Karon asked if the stop sign that is being installed at Maxwell and Sheridan would impact this project. Kopper answered that the two projects do not interfere with each other. Cox Deckard asked if the Staff Report was intended to offer context around traffic calming projects since it covered many different types listed and if any changes are anticipated for this project. Gomez stated the Staff Report included typical language that was copied from a previous project and that she would be certain to include more specific information going forward. Gomez also stated she does not think there will be any changes to the plan at this point.

Karon made a motion to approve the Contract with E&B Paving, LLC for the Maxwell Lane Traffic Calming Project. Lloyd seconded. All in favor, motion is passed.

NEW BUSINESS
Resolution 2022-90;
Temporary Moratorium on the
Consideration of Special
Events Applications

Memorandum of
Understanding between Duke
Energy and Parks &
Recreation for the Reliability
Project

Contract with E&B Paving,
LLC for the Maxwell Lane
Traffic Calming Project

Jason Kerr, Engineering, presented Lane and Sidewalk Closure Requests from AEG. See meeting packet for details.

Lane and Sidewalk Closure Requests from AEG

Board Comments: None

Karon made a motion to approve Lane and Sidewalk Closure Requests from AEG. Lloyd seconded. All in favor, motion is passed.

Ryan Daily, Parking Services, presented Contract with CE Solutions for Visual Structural Assessment of Morton and Walnut Street Garages. See meeting packet for details.

Contract with CE Solutions for Visual Structural Assessment of Morton and Walnut Street Garages

Board Comments: Lloyd asked about the general schedule of how the garages are inspected. Daily answered that generally in parking structures, the in-depth inspections should happen every 7-10 years and walk-through inspections should happen every year. Karon asked why this contract did not include the Trades and 4th Street Garages. Daily stated that these garages are basically brand new and will not need the in-depth inspection for another 3-5 years.

Karon made a motion to approve Contract with CE Solutions for Visual Structural Assessment of Morton and Walnut Street Garages. Lloyd seconded. All in favor, motion is passed.

J.D. Boruff, Public Works, presented 2023 Service Agreement with Ann-Kriss, LLC for Maintenance and Repair Services at City Hall Facilities. See meeting packet for details.

2023 Service Agreement with Ann-Kriss, LLC for Maintenance and Repair Services at City Hall Facilities

Board Comments: Karon noted that she would be recusing herself from this and the next vote.

Lloyd made a motion to approve 2023 Service Agreement with Ann-Kriss, LLC for Maintenance and Repair Services at City Hall Facilities. Cox Deckard seconded. Motion is passed, with one recusal.

J.D. Boruff, Public Works, presented Contract with Ann-Kriss, LLC for the Renovation of Fire Station #4. See meeting packet for details.

Contract with Ann-Kriss, LLC for the Renovation of Fire Station #4

Board Comments: Cox Deckard asked if both bidders addressed options for adjustments very specifically. Boruff confirmed.

Lloyd made a motion to approve Contract with Ann-Kriss, LLC for the Renovation of Fire Station #4. Cox Deckard seconded. Motion is passed, with one recusal.

April Rosenberger, Public Works, mentioned that there will be a meeting on December 20, 2022 for the Board of Public Works.

STAFF REPORTS AND OTHER BUSINESS

Karon made a motion to approve claims in the amount of \$836,244.18. Lloyd seconded. All in favor, motion is passed.

CLAIMS

Cox Deckard called for adjournment at 6:12 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Request: Confirm Flávia Burrell as the Board of Public Works' Designated Representative on the City's Plan Commission

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Public Works Director

Date: 12/20/2022

On January 07, 2020, the Board of Public Works appointed Flávia Burrell to serve as the Board's designated representative on the City's Plan Commission. Bloomington Municipal Code states that the term of a Board's designated representative shall be four years. (BMC 2.13.020) Flávia Burrell would like to continue as the Board's representative on the Plan Commission.

Recommend **Approval** **Denial by:** Adam Wason

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2023 ITS Agreements & Appointments
DATE: 12/06/2022
CC: Mike Rouker

Board of Public Works Members,

I have a few Bloomington Digital Underground Advisory Committee (BDUAC) appointments and annual agreements for your consideration covering funding for Community Access Television Services CATS, and agreements with PEG content providers.

2023 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2023 has been budgeted at \$460,365.00, a 1% increase from 2022. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$460,365.00 all drawn from the City's new Economic Development Local Income Tax (LIT) fund, line 53980 Community Access TV/Radio.

2023 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2023 BDUAC Appointments

The Bloomington Digital Underground (BDU) Advisory Committee advises the City on management of the BDU (the City's fiber optic network), related City telecommunications and IT infrastructure investments, and strategic IT initiatives. I am pleased to request reappointment to the BDU Advisory Committee the following individuals currently serving:

- Chris Robb, Network Operations Manager, Energy Sciences Network (ESnet), US Department of Energy, [BPW-1], and
- Mike Trotzke, SproutBox Cofounder/Managing Member and Cheddar CEO, [BPW-2]

We believe these individuals will make valuable contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC. We are grateful to have such skilled and dedicated individuals interested in serving our community.

Thank you for your consideration of these agreements and appointments.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

Chris Robb is a nearly 30-year resident of Bloomington. He has spent his professional career supporting high speed research networks for higher education and government use. He has managed national and international networks for Internet2, Indiana University, the National Science Foundation, and the NOAA (National Oceanic and Atmospheric Administration). He currently works for Lawrence Berkeley National Lab managing the Network Operations Center (NOC) for the high speed research network in use by US Department of Energy labs, ESnet.

Mike Trotzke is an entrepreneur and Co-founder & Managing Member of Sproutbox. He is also a board member of the Humanetrix Foundation and the founder of The Combine, an annual technology and entrepreneurship conference in Bloomington. He has served on the BDUAC and contributed greatly to our deliberations. We believe he should be allowed to continue his strong contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC.

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2023

This Agreement is entered into on the _____ day of _____, 2022 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City Information & Technology Services (ITS) Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browsable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.
- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as

requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (j) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the ITS Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (k) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting. To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.
- (l) To participate in consulting processes with the City to evaluate City video services needs.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement

as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.

- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the ITS Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$115,091.25** quarterly for the calendar year beginning January 1, 2023, with the total not to exceed **\$460,365.00**.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.

- (c) Records which identify adequately the source and application of funds for program supported activities.
- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (d), the Library agrees to submit to the ITS Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/15/2022
RE: 2023 PEG Content Provider Agreements - WTIU

Contract Recipient/Vendor Name:	WTIU
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Rick Dietz, ITS Director
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-754
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2023
Renewal Date for Contract:	December 2023
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 PEG Content Provider Agreements (WTIU)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. WTIU programs one channel. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

CITY OF BLOOMINGTON
and
WTIU/INDIANA UNIVERSITY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2023

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its Public Education & Government Content Providers (“PEGCP”s) – currently CATS and WTIU – at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the WTIU wishes to provide one (1) channel of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, the PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, the City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program one City PEG channel.
- b. Provide the City PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEGHub location, securing space in the facility as needed and cross connecting to the City's PEGHub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2023. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the

PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

The obligations of PEGCP shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the PEGCP is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the PEGCP.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP
Radio & TV Center
1229 E 7th St
Bloomington, IN 47405
Attn: WTIU Station Manager

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

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

Date

By: _____
John Hamilton, Mayor

Date

WTIU
By: _____
Date: _____



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/15/2022
RE: 2023 PEG Content Provider Agreements - MCPL

Contract Recipient/Vendor Name:	Monroe County Public Library (MCPL)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Rick Dietz, ITS Director
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-753
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2023
Renewal Date for Contract:	December 2023
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2023 PEG Content Provider Agreements (WTIU)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2023

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its Public Education & Government Content Providers (“PEGCP”s) - currently CATS and WTIU - at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, the PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEGHub equipment in the City Rack. The City reserves the right to change the location of the PEGHub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, the City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEGHub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- (a) Program five City PEG channels.
 - i) One channel must be dedicated solely to City meetings, events and business.
 - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
 - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- (b) Provide the City PEG content at no less than full-screen broadcast resolution.
- (c) Provide PEG suitable programming in keeping with the definition of PEG.
- (d) Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEGHub location, securing space in the facility as needed and cross connecting to the City’s PEGHub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2023. This agreement may be rescinded at the City’s discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City’s prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the “Indemnifying Party”) shall each defend, indemnify, and hold harmless the other (the “Indemnified Party”) from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys’ costs and litigation expenses, arising out of or relating to the Indemnified Party’s execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys’ costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP
MCPL and CATS
303 E. Kirkwood Avenue
Bloomington, IN 47408
Attn: Director

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date

By: _____
John Hamilton, Mayor

Date

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date

By: _____
John Walsh, President

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date



Board of Public Works Staff Report

Project/Event: Renewal of Service Agreement with SSW Enterprises, LLC (dba Office Pride) for Cleaning Services at Public Works Facilities Through 2023

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/20/2022

SSW Enterprises, LLC, wishes to renew their Service Agreement for 2023. This renewal covers cleaning services for Public Works maintained facilities.

Staff recommends renewing the agreement with SSW Enterprises, LLC. dba Office Pride and extend it through 2023 for an amount not to exceed \$240,625.03, which is an increase of \$6,741.59 or 2.9% over the 2022 contract amount of \$233,883.44. This increase is due to the increase in the hourly wage rate mandated by the Living Wage Ordinance in 2023.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: SSW Enterprises, LLC (dba

Contract Amount: \$240,625.03

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

PURCHASE INFORMATION

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

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" 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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renewal of Service Agreement for Cleaning Services at Public Works facilities	<input type="checkbox"/>	<input checked="" 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:

Renewal of Service Agreement for Cleaning Services at Public Works facilities

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
SSW ENTERPRISES, LLC DBA OFFICE PRIDE

This Agreement, entered into on this 20th day of December, 2022, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC., dba Office Pride (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 N. Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4th Street Garage and Fountain Square Market Area on the City Square), 1980 South Henderson Street (Street Department), and 3410 S. Old State Road 37 South (Animal Shelter); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

Article 1. Scope of Services: Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

Consultant agrees that any information or documents supplied by the Department pursuant to Article 3, below shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B- Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of Two Hundred Forty Thousand, Six Hundred Twenty Five Dollars and Three Cents (\$240,625.03). **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in

Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9 Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident ; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the

Monroe County Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 19. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:
City of Bloomington
Public Works Department
Attn: J. D. Boruff
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Contractor:
SSW Enterprises, LLC
dba Office Pride
Attn: Stanley Weaver
9402 N. Staton Drive
 Mooresville, IN 46158

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

Article 21. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 23. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

The Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty {30} day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

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

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

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

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

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

Owner

City of Bloomington

John Hamilton, Mayor

Department of Public Works

Kyla Cox Deckard, President

Adam Wason, Director

Contractor

SSW Enterprises, LLC DBA Office Pride

Stanley Weaver, Member and Owner

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for each location:

City Hall - 401 North Morton Street - 5 nights per week

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily

Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean And Polish Metal Elevator Threshold Plates.	Weekly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Fleet Maintenance - 800 E. Miller Drive - 5 nights per week

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean Mirrors.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Sanitation - 3406 S. Old SR37 South - 5 nights per week

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street - 5 nights per week

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street) - 3 nights per week

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South - 3nights per week

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.

Yearly

Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.

Weekly

Spot clean all walls, light switches and doors.

Weekly

Empty All Trash Receptacles And Replace Liners As Necessary.

Weekly

Damp Mop Entire Area.

Weekly

Dust ledges and window sills.

Weekly

Dust All Low Reach Areas.

Weekly

Dust All High Reach Areas.

Weekly

Machine scrub hard surface floor and apply one coat of polish.

Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.

Yearly

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Two Hundred Forty Thousand, Six Hundred Twenty Five Dollars and Three Cents (\$240,625.03)

Compensation paid from January 1, 2023 through December 31, 2023 (12 months) shall not exceed the amount of Two Hundred Forty Thousand, Six Hundred Twenty Five Dollars and Three Cents (\$240,625.03)

EXHIBIT C
SCHEDULE

Contractor shall begin providing services on January 01, 2023 in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2023 unless terminated before in accordance with the conditions contained in this Agreement.

**EXHIBIT D
PRINCIPAL PERSONNEL**

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

Position / Responsibility

Member and Owner

Name

Stanley Weaver

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

SSW ENTERPRISES, LLC. DBA OFFICE PRIDE

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event:	Asset Management GIS Mapping Functionality
Petitioner/Representative:	Public Works Department
Staff Representative:	Nate Nickel, Public Works Business & Data Manager
Date:	December 20, 2022

Report: The City of Bloomington Public Works Department has been utilizing the Lucity asset management software system since approximately 2011. Data in that system covers a wide range of the Public Works Department's physical assets, inventories, maintenance histories, cost and billing overviews, work order summaries, work order scheduling and a host of other features.

The Public Works Department has been working to synchronize the functionality of the Lucity asset management software system with the City's Geographic Information System (GIS) mapping component specifically for Street Division assets (i.e. street segments, sidewalks, sidepaths, regulatory roadway signage, etc.). This capability enables a first ever opportunity to create real-time updates and edits to be made simultaneously from Lucity into the GIS map system. Because this is such a new system and largely unfamiliar to both front line and administrative personnel alike, this proposal would allow for additional staff training hours to become more proficient in the operation and functionality of the GIS mapping component.

City of Bloomington Contract and Purchase Justification Form

Vendor: CentralSquare
(Lucity)

Contract Amount: \$5,040.00

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

PURCHASE INFORMATION

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

<input type="checkbox"/> Request for Quote (RFQ)	<input 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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input 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:

The City of Bloomington Public Works Department has been utilizing the Lucity asset management software system since approximately 2011. Data in that system covers a wide range of the Public Works Department's physical assets, inventories, maintenance histories, cost and billing overviews, work order summaries, work order scheduling and a host of other features.

The Public Works Department has been working to synchronize the functionality of the Lucity asset management software system with the City's Geographic Information System (GIS) mapping component specifically for Street Division assets (i.e. street segments, sidewalks, regulatory roadway signage, etc.). This capability allows enables a first ever opportunity to create real-time updates and edits to be made simultaneously from Lucity into the GIS map system. Because this is such a new system and largely unfamiliar to both front line and administrative personnel alike, this proposal would allow for additional staff training hours to become more proficient in the operation and functionality of the GIS mapping component.

Nate Nickel

Business & Data
Manager

Department of Public Works

Print/Type Name

Print/Type Title

Department



Summary of Services

Project: Bloomington, IN - Add-24 hrs training Q-119683

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

Admin Training (12 Hours): Recommending an additional 2 here as 'if needed'

1. Security Administration – 2 Hours
2. Dashboard Administration – 2 Hours
3. View/Form/Grid Administration – 2 Hours
4. GIS Administration – 2 Hours
5. Work Flow Setup (Categories/Tasks/Problems/Causes/Resources) – 2 Hours

End User Training (12 Hours): Recommending an additional 2 here as 'if needed'

1. Requests – 1 Hour
2. Work Orders – 2 Hours
3. PM/Template – 1 Hour
4. Asset Inventory – 1 Hour
5. Advanced Inspections – 1 Hour
6. Web Map Interface (including how to initiate/update topics 1-5) – 4 Hours

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.



Quote prepared on:

December 02 2022

Quote prepared by:

Bill Immerman

bill.immerman@centralsquare.com

Change Order

Quote #: 11683

Primary Quoted Solution: Enterprise Asset mgmt

Quote expires on: April 03 2023

Change Order in reference to:

Quote prepared for:

State: IL

City of Bloomington

PO Box 100

Bloomington IL 61702

812-343-3400

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities and a lot of products can be found at www.centralsquare.com

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Project Administration Project Management Services (100 hrs)	\$20.00
2. Administration Training (12 Hours) and End User Training (12 Hours)	\$4,320.00
Services Total	\$5,040.00 USD

QUOTE SUMMARY

Services Subtotal	\$5,040.00 USD
--------------------------	-----------------------

Quote Subtotal \$5,040.00 USD



Quote prepared on:

December 02, 2022

Quote prepared by:

Bill Immerman

bill.immerman@centralsquare.com

Change Order

Quote Total	5,040.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
Annual License Fee	0.00
Annual Support Fee	0.00

The amount totals for maintenance and/or subscription on this quote include only the first year of software use and maintenance renewal invoices will include this total plus an applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$213.656 will be shown as a Unit Price of \$213.66. The total for this quote has been calculated using the actual prices for the product and/or service rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the ship location provided by Customer on the quote form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100 Days Upon Contract Execution

Contract Startup

- 100 Days Upon Contract Execution



Quote prepared on:

December 02 2022

Quote prepared by:

Bill Zimmerman

bill.zimmerman@centralsquare.com

Change Order

Hardware & Third-Party Software

- 100 Days upon Contract Execution

Services

- Fixed Fee: 100 Days upon Completion
- Time & Material: Date as Invoiced
- Services Bundle: Fixed Fee 100 Days Contract Execution

Third-Party Services

- Fixed Fee: 50 Days upon Contract Execution 50 Days upon Completion

Travel & Living Expenses

- Date as Invoiced

PURCHASE ORDER INFORMATION

In Process

Is a Purchase Order (PO) required for the purchase or payment of the products on this quote form? (Customer to complete) Yes No

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such are void and will have no legal effect.

PO Number: _____

Initials: _____

City of Bloomington

Signature: _____

Name: Nate Nickel

Date: _____

Title: _____



Board of Public Works Staff Report

Project/Event: Change Order #2 for the Dunn St Sidewalk Improvement Project

Petitioner/Representative: Engineering Department

Staff Representative: Sara Gomez

Meeting Date: December 20, 2022

This project was awarded to Groomer Construction, Inc. The project included the installation of sidewalks, curbs, ADA complaint ramps, and a tree plot. Change Order #2 is the balancing change order for final payment. This project change order was prompted by the final quantity measurement over and under runs.

The original contract amount for the project was \$203,365.36. Change Order #2 would result in a \$10,113.19 increase to the contract. The contract sum would be \$213,478.55.

This project is funded through the City Council Sidewalk Committee.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$203,365.36

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

PURCHASE INFORMATION

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

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" 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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<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:

The contract with Groomer Construction, Inc. for the Dunn St Sidewalk Project was approved by the BPW on June 21, 2022. This Change Order is being presented in compliance with the contract documents for the Dunn St Sidewalk Project.
 Original: \$203,365.36
 Previous Change Orders \$0.00
 Change Order #1 \$0.00
 Change Order #2 \$10,113.19

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Dunn St Sidewalk 15th-16th St

Description	This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on the west side of Dunn Street from 15th to 16th Street.
Prime Contractor	Groomer Construction, Inc. IN
Change Order	2
Status	Pending
Date Created	12/01/2022
Type	Other
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$203,365.36
Authorized Project Amount	\$203,365.36
Change Order Amount	\$10,113.19
Revised Project Amount	\$213,478.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0002	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED DAMAGES									
Reason: Balancing Change Order									
0006	202-02XXX	SYS	\$15.660	174.000	\$2,724.84	16.400	\$256.82	190.400	\$2,981.66
PAVEMENT REMOVAL, MODIFIED									
Reason: Balancing Change Order									
0007	301-12234	CYS	\$125.000	33.000	\$4,125.00	18.620	\$2,327.50	51.620	\$6,452.50
COMPACTED AGGREGATE NO. 53									
Reason: Balancing Change Order									
0008	304-07XXX	SYS	\$320.000	61.000	\$19,520.00	17.790	\$5,692.80	78.790	\$25,212.80
HMA PATCHING, MODIFIED									
Reason: Balancing Change Order									
0009	306-08034	SYS	\$21.000	122.000	\$2,562.00	44.500	\$934.50	166.500	\$3,496.50
MILLING, ASPHALT, 1 1/2 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0010	402-07452	TON	\$170.000	31.000	\$5,270.00	1.550	\$263.50	32.550	\$5,533.50
HMA WEDGE AND LEVEL, TYPE C									
Reason: Balancing Change Order									
0011	406-05521	SYS	\$12.000	185.000	\$2,220.00	-18.500	-\$222.00	166.500	\$1,998.00
ASPHALT FOR TACK COAT									
Reason: Balancing Change Order									
0012	502-06457	SYS	\$56.000	17.000	\$952.00	1.780	\$99.68	18.780	\$1,051.68
PCCP, 9 IN.									
Reason: Balancing Change Order									
0013	603-93373	LFT	\$35.700	77.000	\$2,748.90	2.000	\$71.40	79.000	\$2,820.30
FENCE, PEDESTRIAN									
Reason: Balancing Change Order									
0014	604-06070	SYS	\$99.000	171.000	\$16,929.00	11.200	\$1,108.80	182.200	\$18,037.80
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0015	604-08086	SYS	\$110.000	35.000	\$3,850.00	0.360	\$39.60	35.360	\$3,889.60
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
0016	604-12083	SYS	\$590.000	9.000	\$5,310.00	-0.800	-\$472.00	8.200	\$4,838.00
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0017	605-06120	LFT	\$54.000	418.000	\$22,572.00	-18.000	-\$972.00	400.000	\$21,600.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0018	605-06XXX	LFT	\$135.000	125.000	\$16,875.00	4.000	\$540.00	129.000	\$17,415.00
CURB, CONCRETE, MODIFIED (TALL CURB)									
Reason: Balancing Change Order									
0019	621-04978	SYS	\$50.000	245.000	\$12,250.00	66.210	\$3,310.50	311.210	\$15,560.50
SEED MIXTURE, WITH STRAW MULCH									
Reason: Balancing Change Order									
0020	621-06570	CYS	\$285.000	55.000	\$15,675.00	0.750	\$213.75	55.750	\$15,888.75
TOPSOIL									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0022	715-04XXX	LFT	\$35.000	4.000	\$140.00	9.000	\$315.00	13.000	\$455.00
PIPE, PVC, 4 IN.									
Reason: Balancing Change Order									
0023	720-07309	LFT	\$347.000	9.780	\$3,393.66	-9.780	-\$3,393.66	0.000	\$0.00
TRENCH DRAIN									
Reason: Balancing Change Order									
18 items			Totals		\$137,118.40		\$10,113.19		\$147,231.59

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

_____	<u>Richard Lyons</u>	_____
Engineer	Contractor	Board of Public Works
_____	<u>President</u>	_____
Title	Title	Title
_____	<u>12/1/2022</u>	_____
Date	Date	Date



Board of Public Works Staff Report

Project/Event: Change Order #2 for the Hopewell Phase I East Demolition Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: December 20, 2022

This project was awarded to Renascent Inc. The project included the demolition of existing houses and buildings on the Hopewell Phase I East Site.

Change Order #2 will balance all of the pay items in the contract with an overrun or underrun.

The original contract amount for the project was \$588,755.02. The current contract amount is \$652,129.23. Change Order #2 would result in a decrease to the contract of \$24,118.15. The new contract sum would be \$628,011.08.

This project is funded through Redevelopment Commission Resolutions 22-10 and 22-87.

City of Bloomington Contract and Purchase Justification Form

Vendor: Renascent, Inc.

Contract Amount: \$587,148.67

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

PURCHASE INFORMATION

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

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

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

of Submittals: 5

	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Yes No

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

The two lowest bids were not responsive per Indiana State Code. The third lowest bid was then selected.

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

Renascent, Inc. was the lowest responsive and responsible bidder.

 Matt Smethurst

Print/Type Name

 Project Manager

Print/Type Title

 Engineering

Department



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Demolition

Description	Demolition of the Hopewell Phase I East Site.
Prime Contractor	Renascent, Inc. 935 West Troy Avenue Indianapolis, IN 46225
Change Order	2
Status	Approved
Date Created	12/07/2022
Type	Other
Summary	Balancing
Awarded Project Amount	\$588,755.02
Authorized Project Amount	\$652,129.23
Change Order Amount	-\$24,118.15
Revised Project Amount	\$628,011.08

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	201-02245	EACH	\$347.000	103.000	\$35,741.00	-46.000	-\$15,962.00	57.000	\$19,779.00
TREE 6 IN., REMOVE									
Reason: Balancing Change Order									
0050	201-02250	EACH	\$405.000	52.000	\$21,060.00	-12.000	-\$4,860.00	40.000	\$16,200.00
TREE 10 IN., REMOVE									
Reason: Balancing Change Order									
0060	201-02255	EACH	\$636.000	29.000	\$18,444.00	23.000	\$14,628.00	52.000	\$33,072.00
TREE 18 IN., REMOVE									
Reason: Balancing Change Order									
0070	201-02260	EACH	\$1,736.000	7.000	\$12,152.00	5.000	\$8,680.00	12.000	\$20,832.00
TREE 30 IN., REMOVE									
Reason: Balancing Change Order									
0220	202-05551	TON	\$47.300	100.000	\$4,730.00	-100.000	-\$4,730.00	0.000	\$0.00
REGULATED MATERIALS, REMOVE, TYPE C									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0230	202-05556	TON	\$37.700	100.000	\$3,770.00	-100.000	-\$3,770.00	0.000	\$0.00
REGULATED MATERIALS, TRANSPORT, TYPE C									
Reason: Balancing Change Order									
0240	202-03135	SFT	\$9.950	210.000	\$2,089.50	60.000	\$597.00	270.000	\$2,686.50
REGULATED ASBESTOS CONTAINING MATERIALS, REMOVE									
Reason: Balancing Change Order									
0250	202-03729	LFT	\$5.450	330.000	\$1,798.50	245.000	\$1,335.25	575.000	\$3,133.75
REGULATED ASBESTOS CONTAINING MATERIALS, REMOVE									
Reason: Balancing Change Order									
0260	202-07603	EACH	\$415.000	4.000	\$1,660.00	-4.000	-\$1,660.00	0.000	\$0.00
TESTING FOR WASTES, TYPE C									
Reason: Balancing Change Order									
0280	202-90747	LFT	\$14.900	95.000	\$1,415.50	35.000	\$521.50	130.000	\$1,937.00
RETAINING WALL, REMOVE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0320	205-06937	LFT	\$2.150	3,405.000	\$7,320.75	1,265.000	\$2,719.75	4,670.000	\$10,040.50
TEMPORARY SILT FENCE									
Reason: Balancing Change Order									
0330	205-09543	TON	\$30.000	35.000	\$1,050.00	-35.000	-\$1,050.00	0.000	\$0.00
NO. 2 STONE									
Reason: Balancing Change Order									
0340	205-11587	SYS	\$2.750	127.000	\$349.25	-127.000	-\$349.25	0.000	\$0.00
TEMPORARY GEOTEXTILE									
Reason: Balancing Change Order									
0360	603-03398	LFT	\$2.700	128.000	\$345.60	-128.000	-\$345.60	0.000	\$0.00
FENCE RELOCATE									
Reason: Balancing Change Order									
0370	603-11001	EACH	\$200.000	3.000	\$600.00	-3.000	-\$600.00	0.000	\$0.00
FENCE GATE, CHAIN LINK, 72 IN. X 28 FT									
Reason: Balancing Change Order									
0380	603-92230	LFT	\$10.200	2,135.000	\$21,777.00	73.000	\$744.60	2,208.000	\$22,521.60
FENCE, CHAIN LINK, SECURITY, 72 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0390	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED DAMAGES									
Reason: Balancing Change Order									
0400	211-02050	CYS	\$38.600	70.000	\$2,702.00	-70.000	-\$2,702.00	0.000	\$0.00
B BORROW									
Reason: Balancing Change Order									
0410	621-06560	SYS	\$1.300	12,418.000	\$16,143.40	-10,418.000	-\$13,543.40	2,000.000	\$2,600.00
MULCHED SEEDING U									
Reason: Balancing Change Order									
0420	202-12542	EACH	\$41.900	150.000	\$6,285.00	-90.000	-\$3,771.00	60.000	\$2,514.00
DEBRIS REMOVAL									
Reason: Balancing Change Order									
20 items			Totals		\$159,434.50		-\$24,118.15		\$135,316.35

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

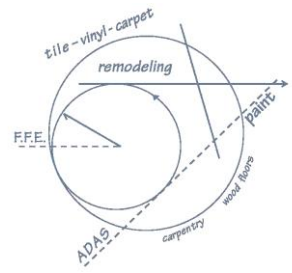


Board of Public Works Staff Report

Project/Event: Land-Ron, Inc.
Staff Representative: Jason Kerr
Petitioner/Representative: Jeff Buchhamer
Date: December 20th, 2022

Report: Land-Ron, Inc. is requesting to keep a dumpster placed in the Right-of-Way from 12/20/2022 through 02/16/2023. The dumpster is currently in this area and parking fees have been paid up to date. The dumpster is placed in the block of W 9th St, between N College Ave and N Morton St. The dumpster takes up 3 parking metered areas (meters 205b, 207a, 207b) and fees will continue to be paid to the City of Bloomington Parking Services Department. We come before the Board of Public Works due to the longevity of the dumpster placement.

LAND-RON, Inc.



December 9th, 2022

Via Electronic Delivery

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

Re: W 9th street Dumpster in metered spaces

Dear Board Members:

Land-Ron, Inc (“LRI”) is renovating the Springhill Suites at 501 N College Ave. To facilitate this project, LRI is respectfully requesting the temporary closure of three metered spaces directly across from the hotel’s parking garage entrance (205a, 207a, 207b) located on W 9th St between N Morton St and N College Ave., from December 15, 2022, through February 16, 2022.

LRI will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, LRI respectfully requests that the Board of Public Works approves the restrictions closure referenced above from December 15th, 2022 through February 16th, 2022.

Kind regards,

Jeff Buchhamer
Project Manager

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

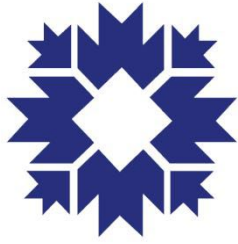
ADDRESS OF ROW ACTIVITY: 214 W 9th St

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Jeff Buchhamer</u> E-MAIL: <u>JBuchhamer@lardrarc.com</u> COMPANY: <u>Lard-Rarc</u> ADDRESS: <u>6753 Kingsport Pkwy #109</u> CITY, STATE, ZIP: <u>Orlando FL 32819</u> 24-HR EMERGENCY CONTACT NAME: <u>Jeff Buchhamer</u> 24-HR CONTACT PHONE #: <u>(407)232-1931</u> INSURANCE #*: <u>1382337733</u> COMPANY: <u>Insurance & Risk Management of Florida, LLC</u> <small>Great American</small> BOND #*: <u>4188113</u> COMPANY: <u>Insurance Company</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input checked="" type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Dumpster metered spaces 205b, 207a, & 207b</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>W 9th St</u> 1ST INTERSECTING STREET NAME: <u>N Cdlege Ave</u> 2ND INTERSECTING STREET NAME: <u>N Main St</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>12/30/22</u> END DATE: <u>1/6/23</u> # OF DAYS*: <u>65</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	<div style="text-align: center;"> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div>
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Jeff Buchhamer</u> SIGNATURE: DATE: <u>11/30/2022</u>	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2022-91
Petitioner/Representative: Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 1
Staff Representative: Susan Coates
Meeting Date: 12/20/2022

Pili's Party Taco Truck - 1, by its owner, Maria del Pilar Gonzalez, 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 and food truck.

This application is for 1 year.

Staff is supportive of the request.

Pili's Party Truck #1
TACO.

Date: 12/07/22

Res # 22-91



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Marva del Pilar Gonzalez	
Title/Position:	Owner	
Date of Birth:	08/31/75	
Address:	1507 W Arlington Rd.	
City, State, Zip:	Bloomington IN 47404	
E-Mail Address:	PilispartyTaco@hotmail.com	
Phone Number:	Mobile Phone:	812 219 0539

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

DEC 08 2022

4. Company Information

Name of Employer:	Pilis Party Taco LLC			
Address of Employer:				
City, State, Zip:				
Employment Start Date:		End Date (If known):		
Phone Number:	812 219 0539			
Website / Email:	Pilisparty.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
Marva del Pilar Gonzalez	2215 S. Rockport Rd Bloomington IN 47403

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

Date of incorporation or organization:	08/22/16
State of incorporation or organization:	08/22/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	08/22/16

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

Planned hours of operation:		11 AM - 9 PM
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.		Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Received in: ESD	Received By: <i>Heath</i>	Date Approved:	Approved By:
DEC 09 2022			



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 1	AGE 23	ISSUE DATE 01/26/22	PUR DATE 04/17/17	COUNTY 53 - MONROE	TP R	PL YR 22	PLATE TK661NFG	PL TP GT	WEIGHT 11	PR YR 21	LS N	TYPE TK	PRIOR YR PL TK661NFG
EXPIRATION DATE 01/31/23		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 99	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2X3307887			TYPE TK	COLOR WHI/	
CURRENT YEAR TAX	EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 82.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

INSTRUCTIONS FOR APPLYING PLATE DE

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



IINT

Legal Address
2216 S ROCKPORT RD
BLOOMINGTON, IN 47403



PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



2000 3/3
0-

BATCH# 21841177 SEQUENCE# 2000 3/3

Auto-Owners Insurance Company
Company Number: 18988

P.O. Box 30660
Lansing, MI 48909

CERTIFICATE OF INSURANCE STATE OF INDIANA

An authorized Indiana insurer, has issued a policy of automobile liability insurance which is in compliance with the financial responsibility requirements of Indiana. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.

Named Insured **PILIS PARTY TACO LLC**

Year/Make 1999 GM P32

VIN 1GBHP32R2X3307887

Policy Number 53-290-556-00

Effective Date 04-13-2022

Expiration Date 04-13-2023

Agency **FIRST INSURANCE GROUP INC**

Phone (812) 331-3230

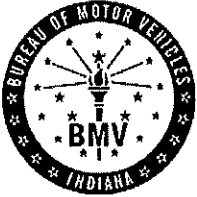
Agency Code 02-0327-00

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND.

No motor vehicle may be operated in Indiana unless an automobile liability insurance policy, or other evidence of financial responsibility, is in effect in at least the minimum amounts prescribed by Indiana law.

THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY AND MAY NOT BE USED TO MODIFY THE TERMS OR CONDITIONS OF THE POLICY. EXAMINE YOUR POLICY CAREFULLY.

89178 (2-12)



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

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

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

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

Mark E. Dehn, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 11/06/2018 2:18 pm

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

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

License number: 3139-10-8480
License type: OPERATOR
License expires: 07/30/2020
License status: VALID
SR22: Not needed

Birth date: 02/27/1982 Gender: MALE

Current points: 2
Social Security #:

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

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

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.

Marva del Pilar González
Name, Printed

M. del Pilar González
Signature

12/07/22
Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

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

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

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




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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

 **Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

**PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403**

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

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:

Signature:

Date:

Maria del Pilar Gonzalez
M. del Pilar Gonzalez
12/07/22

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:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

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

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

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

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

Vendor:

Name:

Signature:

Date:

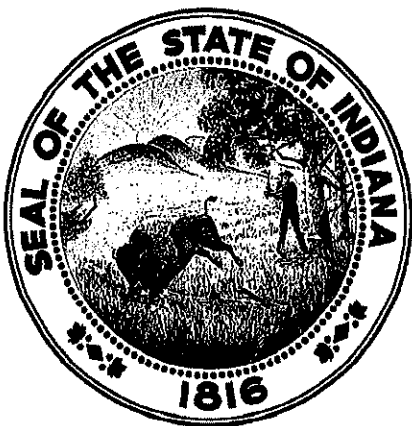
M. del Pilar Gonzalez
M. del Pilar Gonzalez
12/07/22

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

**Certificate of Organization
of
PILI'S PARTY TACO LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 22, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 22, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201608221155053 / 7380356

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201608221155053
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PILI'S PARTY TACO LLC
ENTITY CREATION DATE 08/22/2016
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS 2018/2019

EFFECTIVE DATE

EFFECTIVE DATE 09/04/2018
EFFECTIVE TIME 4:42 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME MARIA DEL PILAR GONZALEZ
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL office@sareassociates.com

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

PRINCIPAL(S)

TITLE Member
NAME MARIA DEL PILAR GONZALEZ MORAN
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA



Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



PILI'S PARTY TACOS # 2
MARIA DEL PILAR GONZALEZ
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2022

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

FEB 07 2022

Issued _____

By Thomas W. Maynard

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2022

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Beth Jones PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: bethj@figprotects.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2232212231 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2022	04/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Hired & Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2022	04/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-33S-B21K3Q-0121	12/23/2021	12/23/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.
 Truck #1: 1999 Chevrolet P32 VIN: 1GBHP32R2X3307887
 Truck #2: 1998 Chevrolet P32 VIN: 1GBHP32R2W3304910
 Truck #3: 2019 Ford F59 VIN: 1F66F5KY0K0A09201

Received in ESD
 DEC 09 2022

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

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: 12/15/2022

Business Name: Pilas Party Taco

Address: 1507 W ARLINGTON RD
TRCK 1
Bloomington, IN 47404

Phone:
HOME 812-219-0539

The following permit has been issued:

Permit No. 22-00237

Type: FOOD Temporary Vender/Cooking

Issued Date: 12/14/2022

Effective Date: 12/14/2022

Expiration Date: 12/15/2023

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.



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshall, CN=Tim Clapp
Date: 2022.12.15
08:50:41-05'00'

12/15/2022

Inspector: Tim Clapp

Date

TRUCK 1

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Cornichael Truck & Automotive
INSPECTOR'S NAME Denis Aguilar INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 12-6-2022
TAXICAB COMPANY Pili Party Taco
VEHICLE YEAR 1999 MAKE Chevy MODEL P-30 Food Truck
VIN 1GBHP32R2X3307887

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

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-91
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 1**

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

WHEREAS, Pili's Party Taco Truck - 1 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 12/20/2022, and ending on 12/20/2023.

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 with all other restrictions regarding its location in a public parking space.

RESOLUTION 2022-91

- 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 20th DAY OF DECEMBER 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

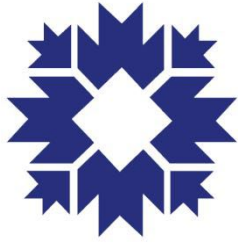
Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-91 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____

RESOLUTION 2022-91



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2022-92
Petitioner/Representative: Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 2
Staff Representative: Susan Coates
Meeting Date: 12/20/2022

Pili's Party Taco Truck - 2, by its owner, Maria del Pilar Gonzalez, 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 and food truck.

This application is for 1 year.

Staff is supportive of the request.

TRUCK 2
W. B.

Pili's Party TACO.

Date:

RES# 22-92



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Maria del Pilar Gonzalez	
Title/Position:	Owner	
Date of Birth:	08/31/75	
Address:	1507w Arlington Rd	
City, State, Zip:	Bloomington IN 47404	
E-Mail Address:	Pilispartytaco@hotmail.com	
Phone Number:	Mobile Phone:	8122190539

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:	

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DEC 16 2022

4. Company Information

Name of Employer:	Pilis Party Taco LLC (wacky Bunzz)				
Address of Employer:	1507 W Arlington Rd.				
City, State, Zip:	Bloomington IN 47404				
Employment Start Date:	8/12/16	End Date (If known):			
Phone Number:	812 219 0539				
Website / Email:	Pilisparty.com		Pilis party taco@hotmail.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
Marcela del Pilar Gonzalez	2215 S. Rockport Rd Bloomington IN 47404

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

Date of incorporation or organization:	8/12/16
State of incorporation or organization:	8/12/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	8/12/16

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

Planned hours of operation:	9 AM - 11 PM
Place or places where you will conduct business (If private property, attach written permission from property owner):	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------

Received in ESD
DEC 16 2022

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.

Melania del Pilar González

Name, Printed

Melania del Pilar González

Signature

12/00/22
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

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:

Maria del Pilar Gonzalez

Signature:

M. del Pilar Gonzalez

Date:

12/1/22

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:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

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

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

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

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

Vendor:

Name:

Signature:

Date:

Diana del Pilar Gonzalez
Diana del Pilar Gonzalez
12/12



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

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

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

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

Mark E. Dehn, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 11/06/2018 2:18 pm

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

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

License number: 3139-10-8480
License type: OPERATOR
License expires: 07/30/2020
License status: VALID
SR22: Not needed

Birth date: 02/27/1982 Gender: MALE

Current points: 2
Social Security #:

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

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
PILI'S PARTY TACO LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 22, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 22, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201608221155053 / 7380356

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



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

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

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

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



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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

**PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403**

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

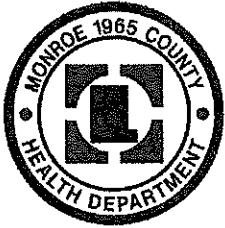
/S/Ms. Lawrence
1001866411
Customer Service Representative

Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



WACKY BUNZZ
MARIA DEL PILAR GONZALEZ
COMMISSARY @ 109 S. WALNUT STREET
BLOOMINGTON, IN 47404

2022

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

Issued JUN 22 2022

By *Thomas W. Shapiro*

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location

Truck 2

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service, Inc.
 INSPECTOR'S NAME Denis INSPECTOR'S PHONE # 812-334-8285
 DATE OF INSPECTION _____
 TAXICAB COMPANY Pili's Party Taco (Wacky Bunnz)
 VEHICLE YEAR 1998 MAKE Chevy MODEL P30 Food Truck
 VIN 1G-BHP32R2W3304910

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2022

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Beth Jones	PHONE (A/C, No, Ext): (812) 331-3230	FAX (A/C, No):
	E-MAIL ADDRESS: bethj@figprotects.com		
INSURED Pilis Party Taco LLC 1507 W Arlington Rd Bloomington IN 47404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto-Owners Insurance Company		18988
	INSURER B: LM Insurance Corporation		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL2232212231 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2022	04/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Hired & Non-owned Auto \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19			5329055600	04/13/2022	04/13/2023	PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-33S-B21K3Q-0121	12/23/2021	12/23/2022	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.
 Truck #1: 1999 Chevrolet P32 VIN: 1GBHP32R2X3307887
 Truck #2: 1998 Chevrolet P32 VIN: 1GBHP32R2W3304910
 Truck #3: 2019 Ford F59 VIN: 1F66F5KY0K0A09201

Received in ESD
DEC 09 2022

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

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: 12/16/2022

Business Name: Pilis Party Taco 2

Address: 1507 W ARLINGTON RD
Truck 2
Bloomington, IN 47404

Phone:
CELL 812-219-0539

The following permit has been issued:

Permit No. 22-00238

Type: FOOD Temporary Vender/Cooking

Issued Date: 12/16/2022

Effective Date: 12/16/2022

Expiration Date: 12/16/2023

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.



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshall, CN=Tim
Clapp
Date: 2022.12.16
10:50:06-0500

12/16/2022

Inspector: Tim Clapp

Date

*Pilis
Truck*



State Form 48099 (05/17-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
10	24	01/25/22	08/10/18	53 - MONROE	R	22	TK191NMZ	GT	11	21	N	VA	TK191NMZ
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR	
01/31/23		Bloomington			98	CHE	P30	1GBHP32R2W3304910			VA	WHI	
CURRENT YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	12.00	0.00	0.00	12.00	25.00	0.00	45.35	0.00	82.35				
PRIOR YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
TRUCK 11,000 GENERAL TRUCK NEW FORMAT



IINT
Legal Address
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



1998 1/3
0-

Pili's
Truck 2



CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-92
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 2

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

WHEREAS, Pili's Party Taco Truck - 2 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 12/20/2022, and ending on 12/20/2023.

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 with all other restrictions regarding its location in a public parking space.

RESOLUTION 2022-92

- 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 20th DAY OF DECEMBER 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

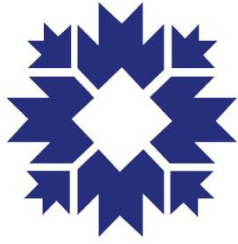
Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-92 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2022-93
Petitioner/Representative: Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 3
Staff Representative: Susan Coates
Meeting Date: 12/20/2022

Pili's Party Taco Truck - 3, by its owner, Maria del Pilar Gonzalez, 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 and food truck.

This application is for 1 year.

Staff is supportive of the request.

Pili's Party TACO

Truck 3

Date: 12/08/22

Res# 22-93



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Marva del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08/31/75		
Address:	1507 W Arlington Rd.		
City, State, Zip:	Bloomington IN 47404		
E-Mail Address:	Pili's Party Taco @ HotMort.com		
Phone Number:	812 2190539	Mobile Phone:	812 2190539

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

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

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

4. Company Information

Name of Employer:	Pilis Party Taco				
Address of Employer:					
City, State, Zip:	1507 w Arlington RD. Bloomings IN 47401				
Employment Start Date:	8/22/16	End Date (If known):			
Phone Number:	812 219 0539				
Website / Email:	Pilisparty.com		Pilispartytaco@hotmail.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
Maria del Pilar Gomez	2215 s Rosser Rd Bloomington IN 47403

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

Date of incorporation or organization:	8/22/16
State of incorporation or organization:	8/22/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	8/22/16

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

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

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

<input checked="" type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: <i>12/5/22</i>	Received By: <i>[Signature]</i>	Date Approved:	Approved By:
----------------------------------	------------------------------------	----------------	--------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2022

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

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PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Beth Jones PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: bethj@figprotects.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Piliis Party Taco LLC 1507 W Arlington Rd Bloomington IN 47404	INSURER A: Auto-Owners Insurance Company	NAIC # 18988
	INSURER B: LM Insurance Corporation	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2232212231 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	09290556	04/13/2022	04/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Hired & Non-owned Auto \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2022	04/13/2023	PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	WC5-33S-B21K3Q-0121	12/23/2021	12/23/2022	

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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.
 Truck #1: 1999 Chevrolet P32 VIN: 1GBHP32R2X3307887
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 Truck #3: 2019 Ford F59 VIN: 1F66F5KY0K0A09201

Received in ESD
DEC 09 2022

CERTIFICATE HOLDER City of Bloomington 401 N. Morton St, Ste 130 Bloomington IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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

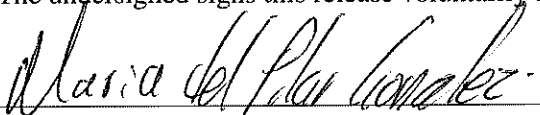
f. 812.349.3520

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.

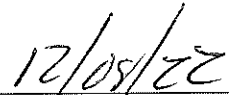
The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.



Name, Printed



Signature


Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

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:

Maria del Pilar Gonzalez

Signature:

M. del Pilar Gonzalez

Date:

17/08/22

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:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

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

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

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

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

Vendor:

Name: Maria del Pilar Gonzalez

Signature: Maria del Pilar Gonzalez

Date: 12/08/22

Truck 3



State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 12	AGE 3	ISSUE DATE 04/27/22	PUR DATE 04/22/22	COUNTY 53 - MONROE	TP N	PL YR 22	PLATE TK471OGS	PL TP GT	WEIGHT 11	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 01/31/23	MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 19	MAKE FOR	MODEL	VEHICLE IDENTIFICATION NUMBER 1F66F5KY0K0A09201			TYPE VA	COLOR WHI/		
CURRENT YEAR TAX	EX TAX 135.84	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 135.84	CO. WHEEL/SUR 20.83	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 202.02				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



Legal Address
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

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



0101



47:3:85

Agency Code 02-0327-00

Auto-Owners Insurance Company
Company Number: 18988

P.O. Box 30660
Lansing, MI 48909

CERTIFICATE OF INSURANCE STATE OF INDIANA

An authorized Indiana insurer, has issued a policy of automobile liability insurance which is in compliance with the financial responsibility requirements of Indiana. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.

Named Insured **PILIS PARTY TACO LLC**

Year/Make **2019 FORD F59**

VIN **1F66F5KY0K0A09201**

Policy Number **53-290556-00**

Effective Date **04-13-2022**

Expiration Date **04-13-2023**

Agency **FIRST INSURANCE GROUP INC**

Phone **(812) 331-3230**

Agency Code **02-0327-00**

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND.

No motor vehicle may be operated in Indiana unless an automobile liability insurance policy, or other evidence of financial responsibility, is in effect in at least the minimum amounts prescribed by Indiana law.

THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY AND MAY NOT BE USED TO MODIFY THE TERMS OR CONDITIONS OF THE POLICY. EXAMINE YOUR POLICY CAREFULLY.



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

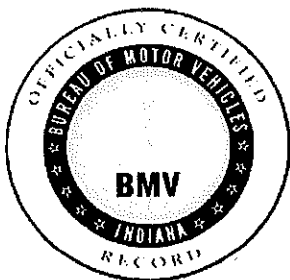
Certification of Driver's Record

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

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

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

Mark E. Dehn, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 11/06/2018 2:18 pm

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

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

License number: 3139-10-8480
License type: OPERATOR
License expires: 07/30/2020
License status: VALID
SR22: Not needed
Current points: 2
Social Security #:

Birth date: 02/27/1982 Gender: MALE

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

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C0117081F000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

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

**Certificate of Organization
of
PILI'S PARTY TACO LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 22, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 22, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201608221155053 / 7380356

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201608221155053
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PILI'S PARTY TACO LLC
ENTITY CREATION DATE 08/22/2016
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS 2018/2019

EFFECTIVE DATE

EFFECTIVE DATE 09/04/2018
EFFECTIVE TIME 4:42 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME MARIA DEL PILAR GONZALEZ
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL office@sareassociates.com

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

PRINCIPAL(S)

TITLE Member
NAME MARIA DEL PILAR GONZALEZ MORAN
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

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

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

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



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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

**PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403**

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative



Pili's Party

Taco

follow us  
we cater (812)219-0539

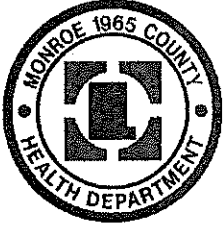
Pili's Party
Deli
Visit us at
100 S Walnut St
Bloomington IN

Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



PILI'S PARTY TACOS #3
MARIA DEL PILAR GONZALEZ
COMMISSARY @ 109 S. WALNUT STREET
BLOOMINGTON, IN 47404

2022

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

JUN 22 2022

Issued _____

By _____

Thomas W Shapiro

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location

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: 05/12/2022

Business Name: Pilas Party Taco Truck 3

Address: 1507 W ARLINGTON RD
Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 22-00221

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/12/2022

Effective Date: 05/12/2022

Expiration Date: 05/12/2023

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



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp

Inspector: Tim Clapp

Date

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: 05/12/2022

Business Name: Pilas Party Taco Truck 3

Address: 1507 W ARLINGTON RD
Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 22-00221

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/12/2022

Effective Date: 05/12/2022

Expiration Date: 05/12/2023

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



Digitally signed by Tim Clapp
DN: C=US,
E=timc@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp

Inspector: Tim Clapp

Date

**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: 12/15/2022

Business Name: Pilas Party Taco Truck 3

Address: 1507 W ARLINGTON RD
Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 22-00221

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/12/2022

Effective Date: 12/14/2022

Expiration Date: 05/12/2023

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



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshall, CN=Tim Clapp
Date: 2022.12.15
08:57:36-0500'

12/15/2022

Inspector: Tim Clapp

Date

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION I.V. Fleet Services
INSPECTOR'S NAME Travis Mudere INSPECTOR'S PHONE # 812-895-3303
DATE OF INSPECTION 4-19-22
TAXICAB COMPANY _____
VEHICLE YEAR 2019 MAKE Ford MODEL E59 Chassis
VIN 1F66ESKYOK0A09201

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<u>X</u>	_____	_____
FLASHERS	<u>X</u>	_____	_____
REFLECTORS	<u>X</u>	_____	_____
HORN	<u>X</u>	_____	_____
WINDSHIELD WIPERS	<u>X</u>	_____	_____
MIRRORS	<u>X</u>	_____	_____
SEATBELTS	<u>X</u>	_____	_____
BUMPER HEIGHT	<u>X</u>	_____	_____
ALL WINDOWS	<u>X</u>	_____	_____
MUFFLER	<u>X</u>	_____	_____
TIRES	<u>X</u>	_____	_____
BRAKES	<u>X</u>	_____	_____
DOORS	<u>X</u>	_____	_____
GENERAL CONDITION OF VEHICLE	<u>X</u>	_____	_____

**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 7 / m

Date: 4-19-22

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-93
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 3**

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

WHEREAS, Pili's Party Taco Truck - 3 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 12/20/2022, and ending on 12/20/2023.

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 with all other restrictions regarding its location in a public parking space.

RESOLUTION 2022-93

- 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 20th DAY OF DECEMBER 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-93 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/16/2022	Payroll				481,032.57
					<u>481,032.57</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 **\$ 481,032.57**

Dated this 20th day of December 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 _____



Board of Public Works Staff Report

Project/Event: Resolution 2022-89 – City of Bloomington
Policy and Procedures on Private Art
Installations within the Public Right of Way

Petitioner/Representative: City of Bloomington

Staff Representative: Michael Rouker, City Attorney

Meeting Date: 12/20/2022

On November 18, 2022, the Federal District Court for the Southern District of Indiana issued an order directing the City of Bloomington to “promulgate and disseminate . . . the procedural steps whereby private individuals and groups can seek approval for an encroachment on the City of Bloomington's rights-of-way for the purpose of displaying public art.” The Court ordered the City to adopt and disseminate the policy no later than January 2, 2022. In an effort to comply with the Court’s order, municipal staff from multiple departments have prepared the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) for the Board’s consideration.

The Policy covers private art installations in the right of way, and it applies to temporary art as well as semi-permanent and permanent art. The Policy does not apply to performative art. Under the proposed Policy, all art installations must meet basic minimum criteria so as to limit the impact the art might have on public safety and public resources. In addition applicants must more carefully depict proposals for semi-permanent or permanent art, and semi-permanent or permanent art may not contain speech. The Policy also sets forth additional criteria related to street paintings and street murals to ensure public safety in the right of way. Under the proposed Policy, proposals to install private art in the public right of way are only permissible under one of two city programs—through the Neighborhood Improvement Grant Program or via a special event application.

Staff recommends that the Board adopt Resolution 22-89 and enact the Policy.



CITY OF BLOOMINGTON

City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington’s culture, community, and economy.

- I. Definitions. The following definitions shall apply throughout this policy.
 - A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
 - B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
 - C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
 - D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space “between the curbs.”
 - E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

- F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.
- II. Performative Art. This policy does not apply to Performative Art.¹
- III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.
 - A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
 - B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
 - C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
 - D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.
- IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.
 - A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.
- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.
 - B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
 - C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
 - D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
 - E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
 - F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
 - G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
 - H. Materials used must be approved by the City's Engineering Department.

- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.
- VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City’s right of way using a program or procedure other than those listed below will not be considered.
- A. Neighborhood Improvement Grant Program
 1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)² and are attached for reference.
 - B. Special Event Permit
 1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. A special event application may be accessed [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>



HAND Neighborhood Improvement Grant Application Guidelines 2022

The City of Bloomington, Department of Housing and Neighborhood Development (HAND) invites neighborhood groups to apply for the Neighborhood Improvement Grant, which is intended for projects with a total cost of at least \$1,100. This grant is designed to give residents an opportunity to have direct input and influence on the improvement of their neighborhoods. The funds provide for non-traditional capital projects with community-wide benefit: the type that are not typically covered by traditional City programs. Projects may include physical improvements and public art. Funds may also be used to develop designs for a proposed project. ***Please remember this is a neighborhood-driven process, the application must demonstrate neighborhood support.***

***BEFORE YOU BEGIN to fill out the electronic application form, please read through these Guidelines in their entirety. We recommend that you have a copy of the Guidelines handy as you complete the application, as they provide step-by-step instructions.*

Questions? Contact Angela Van Rooy, Neighborhood Services Program Manager, at 812-349-3505 or angela.vanrooy@bloomington.in.gov.

I. PREPARING TO SUBMIT AN APPLICATION

Timeline:

- Virtual Informational Meetings (must attend one):
 - Tuesday, January 25, 2022, 6:00 p.m. OR
 - Monday, January 31st, 2022, 7:00 p.m.
- Letter of Intent Due: Monday, February 14, 2022 by 4:00 p.m.
- Technical Assistance: Scheduled with each participating neighborhood.
- Applications Due: Monday, March 21, 2022 by 4:00 p.m.
- Neighborhood applicants present their projects to the Grant Council: Monday, April 11, 2022, 6:00 p.m.

See the [Neighborhood Services 2022 calendar](#) for all programming dates/times and details.

Required Informational Meeting:

As a first step in the application process, a neighborhood representative is required to attend a virtual informational meeting. For your convenience, there are two meeting alternatives: Tuesday, January 25th at 6:00 p.m. or Monday, January 31st at 7:00 p.m. These meetings will explain the Neighborhood Improvement Grant application process. Neighborhood representatives need only attend one meeting.

Required Letter of Intent:

A Letter of Intent is part of the application process, ensuring that neighborhood project ideas are both eligible and feasible. Please include the following details in your letter:

- Neighborhood/organization name(s),
- Estimated amount of funds you'll be requesting,
- Brief description of the project,
- Proposed location of the project (address),
- Why you wish to undertake the proposed project (What neighborhood need will be met?).

Technical Assistance:

Upon receipt of a Letter of Intent, HAND staff will arrange to meet with each Neighborhood Project Coordinator for a Technical Assistance appointment to ensure they understand how to complete the grant application. During this meeting staff will determine whether the proposed project will require review, authorization, or approval by another City Department. If so, HAND staff will direct applicants to the appropriate individuals within relevant City departments. Applicants will be required to make contact with these individuals and secure letters of approval, which must be submitted as part of the Neighborhood Improvement Grant application.

II. ELIGIBILITY

Who is eligible to apply?

Applications are accepted from neighborhood-based organizations located within the corporate boundaries of the City of Bloomington. A neighborhood-based organization is a group with a majority of its members residing or doing business in a commonly recognized neighborhood, and whose purpose is, at least in part, to improve the quality of life in that area. The group may include representatives from churches, schools, businesses, and other institutions operating in the neighborhood, but projects must be administered by neighborhood residents. *Groups may be formed for the sole purpose of completing a grant-funded project, and need not be formally recognized neighborhood associations.*

The City of Bloomington is committed to diversity, equity, and inclusion. As such, we require that any group applying for grant funding demonstrate that their organization upholds these values by submitting a completed and signed [Attestation of Neighborhood Inclusivity](#).

Who is NOT eligible to apply?

Single businesses, single institutions, single government agencies, single religious organizations, political groups, individuals.

Eligible Projects

The total project budget must be a minimum of \$1,100. Projects should improve or enhance public spaces in a neighborhood through capital expenditure, and may take the form of physical improvement projects with a public benefit or public art projects with a public benefit. Design development for the proposed project is also an eligible expense (see below for design development guidelines).

Non-eligible Projects include those that:

- Duplicate an existing public or private program,
- Enhance or improve private property.
- Conflict with existing City policy, or
- Constitute routine maintenance of existing infrastructure, including prior grant-funded projects.

III. EVALUATION CRITERIA

The Neighborhood Improvement Grant Council, is a group made up of two City staff members (outside of HAND), one member of the Redevelopment Commission, and two representatives from Bloomington neighborhoods. The Council will review applications and preside over Neighborhood Presentations, during which applicant neighborhoods will present their projects and answer Councilors' questions. Using the following criteria, the Council will make recommendations to the Redevelopment Commission, who will determine which projects will be funded and for what amount:

Rating Criteria: 65 points possible

- *Neighborhood Involvement:* up to 15 points. Assess the efforts of the Neighborhood Association to involve neighborhood residents in the planning and implementation of the project, e.g., meetings regarding the project and promotion in newsletters, flyers, petitions, etc.
- *Provides Community Wide Benefit:* up to 15 points. Assess whether the project provides community wide benefit by: improving the health, safety, or quality of life of residents; benefiting a significant number of residents; reducing potential property damage; or providing a facility commonly found in other neighborhoods.
- *Feasibility:* up to 15 points. Assess the applicant's involvement of HAND or other City departments with experience in completing similar projects. Verify that necessary permissions/permits have been secured from applicable City

departments/boards/commissions. Consider any design and environmental concerns. Determine whether the project can be completed within one calendar year.

- *Longevity*: up to 10 points. Does the project entail a one-time large expenditure? Consider any long-term maintenance responsibilities. Assess, if completed, whether the project benefits will be retained over time. Consider the project's consistency with the City's [2018 Comprehensive Plan](#).
- *Neighborhood Match*: up to 10 points. Assess the efforts of the group to raise their own funding. Consider any in-kind donations offered by the neighborhood or partnering organization(s).

2 points - 10% match	6 points - 30% match
4 points - 20% match	8 points - 40% match
	10 points - 50% match
- *Equity*: Priority will be given to applications from neighborhoods that have not received a Neighborhood Improvement Grant within the past two years.

IV. GRANT REQUIREMENTS

1. Only one application per neighborhood will be accepted during a given grant cycle. Projects should be determined by consensus within the group.
2. The total project cost must be not less than \$1,100 (minimum \$1,000 grant plus 10% (or \$100) neighborhood match).
3. The neighborhood will identify a Neighborhood Project Coordinator. This individual will act as the primary contact person with HAND for purposes of facilitating every step of the grant process.
4. The neighborhood will enter into a Funding Agreement stating the amount of the award, along with specification of activities to be performed. No expenditures will be allowed before finalization of the Funding Agreement.
5. Vendors paid directly by the City (e.g. through an invoice) must be vetted through the Controller's Office. Alternatively, neighborhoods may purchase items or services and submit receipts for reimbursement. In the latter case, the neighborhood organization or a designated individual must be vetted through the Controller's Office. HAND staff will provide purchasing guidance to each neighborhood.

6. Projects should prioritize the use of recycled or sustainably-sourced materials. Landscaping should prioritize native plants. See [A Guide to the Regulated Terrestrial Plant Species of Indiana](#) for a list of plants to avoid.
7. Certain projects may require HAND staff to be responsible for administering the project including a bidding process, contracting, and project management with neighborhood input. This will be determined at the Technical Assistance meeting.
8. The Neighborhood Project Coordinator must record volunteer hours on the Volunteer Hours Computation Sheet. There must be a [Waiver, Release, and Hold-Harmless Agreement](#) signed and dated for each volunteer listed. If the volunteer is under the age of 18, a parent/guardian must sign the Agreement.
9. The neighborhood is responsible for a final report that will include the following:
 - a. a list of all expenses,
 - b. final amount of the neighborhood match,
 - c. a one page summary of the project,
 - d. photos of the project,
 - e. a completed Volunteer Hours Computation Sheet, and
 - f. copies all Release, Hold-Harmless and Indemnification Agreements signed and dated by each volunteer.

Final reports may be submitted electronically, and must be received by HAND no later than November 15, 2021.

10. If the neighborhood encounters a problem, and is unable to with complete the project by November 15, 2021, the date stated in the Funding Agreement, the Neighborhood Project Coordinator must contact the HAND office for an extension of time.
11. All promotional pieces which receive any funding through this grant program must include the following mandatory grant identification statement: "Funding provided in part through the City of Bloomington's Housing and Neighborhood Development Department Neighborhood Improvement Grant Program."

V. DESIGN DEVELOPMENT GUIDELINES

Grant funds may be used to pay for design of the proposed project. However, no more than 10% of the total amount of the grant shall be allocated for design work. The design shall be developed in conformance with all City codes. In addition, the design must meet any and all regulations set forth by governing departments or agencies, including but not limited to, Public Works, Planning and Transportation, Engineering, Parks & Recreation, Economic and Sustainable Development, historic district commissions, the Americans with Disabilities Act (A.D.A.), and HAND.

The objective of design development is to produce a schematic design. Such design must result in a product that can be developed according to the Neighborhood Improvement Grant guidelines.

VI. NOTIFICATION OF ADJACENT PROPERTY OWNERS

For projects funded by a Neighborhood Improvement Grant, the applicant organization must notify all adjacent property owners to ensure surrounding neighbors are aware of the proposed neighborhood project. This procedure has been implemented to ensure proper notification of those whose property may be affected.

1. The applicant must notify adjacent property owners of the proposed project by using the Notice of Presentation. Intervening public rights-of-way shall not be considered in determining what property is adjacent. If the neighborhood would like to contact property owners beyond the adjacent property owners to ensure the neighborhood is informed, please feel free to do so.
2. Upon request, HAND staff will provide a map and a list of property owners to be notified.
3. The manner in which notice must be sent to adjacent property owners shall be as follows:
 - a. The required Notice of Presentation shall be sent by regular first class mail, and must be mailed on or before March 21, 2022 (application submission deadline) Grant funds may be used to cover the costs of copying, envelopes, and postage if the project is approved. Be sure to include this as a line item in your budget.
 - b. Proof that notice has been mailed shall be sufficient proof of notice under these rules, regardless of actual receipt.
 - c. Proof of notice shall consist of submittal of the following items to the HAND Department under Attachment E of the grant application:
 - i. A copy of the [Notice of Presentation](#) that was mailed to adjacent property owners.
 - ii. A completed [Affidavit of Notice to Adjacent Property Owners](#).

These rules and procedures are not meant to substitute for neighborhood involvement in the creation and implementation of neighborhood projects, but are in addition to and specifically for interested parties that may be most directly affected.

VII. BUDGET

As part of your application, you will complete the [Neighborhood Improvement Grant Budget Template](#). This is an Excel file and includes formulas to calculate column totals and your neighborhood match percentage.

On the spreadsheet you should include:

1. An itemized breakdown of the total project costs, including materials, installation, equipment rental, professional services, etc. Do NOT include sales tax in these figures. The City of Bloomington is a tax-exempt organization and is not subject to sales tax (see section IX. below for additional information).
2. An itemized breakdown of your sources of funding. If your neighborhood match includes in-kind labor, please include it as a source of funding for installation costs. Volunteer hour may be charged at \$20.00 per hour.
3. Remember that your neighborhood match must equal at least 10% of the total funds being requested from HAND.

In a separate document, please provide a *Budget Summary in narrative form*, to include:

1. An explanation of how you arrived at your figures for materials and services to be purchased. Please include the name, address, phone, and email address/website (if applicable) for each vendor with whom you plan to do business.
2. An explanation of how you arrived at your figures for in-kind labor (e.g., 10 volunteers working 10 hours each at an in-kind value of \$20 per hour = \$2,000).

You will upload your completed [Neighborhood Improvement Grant Budget Template](#) and Budget Narrative in the application under Attachment A. Please also upload these additional documents, as applicable:

1. Itemized estimates from businesses who will provide necessary products or services.
2. Letters from individuals or organizations (on letterhead) pledging specific donations. If donations are in-kind (e.g. donated materials), please include the donation's retail value.
3. Bank statements demonstrating cash on-hand. This is only needed if your group plans to use cash as a portion of your neighborhood match. If the match is entirely in-kind, there is no need for a bank statement.

VIII. NEIGHBORHOOD MATCH

Neighborhood organizations must be able to match requested City funds at a rate of 10%. For example, if your group requests \$10,000 in City funds, you must match that request with \$1,000, or 10 %, for a total project cost of \$11,000. A key to making your application competitive it is to demonstrate that your neighborhood match is ready to go. There are a number of options you can use to prove that your match is secured. Verification must be submitted with your application.

The neighborhood match, whether in-kind or monetary, must be directly related to the proposed project, and may not include maintenance. Your match package may include components from any combination of the following:

In-Kind Match:

1. Volunteer labor valued at \$20 per hour; with a *maximum of 15 hours per volunteer*. VERIFY: The Neighborhood Project Coordinator will secure pledged hours from volunteers and tally them on the [Volunteer Hours Computation Sheet](#). If organizations (rather than individuals) are pledging to provide a specific number of volunteer hours, include a pledge letter from the responsible organization representative on organization letterhead. The Volunteer Hours Computation Sheet and any pledge letters should be uploaded to the grant application under Attachment C.
2. Donated materials, supplies, or professional services, or use of equipment. These may be donated by individual neighbors or through partnerships with local businesses, churches, and other organizations in the community. VERIFY: Submit an invoice or pledge letter on company letterhead from an individual, organization, or business pledging a specific donation, including its retail value (e.g., "\$400 in lumber from Acme Hardware to build a tool shed for the Rolling Hills Community Garden" or "\$500 for two hours of professional landscape design services from ABC Landscape Design, LLC.).

Cash:

1. Cash on-hand, such as dues paid to the organization and approved for use on the proposed project, monetary donations collected in the neighborhood for the project, or other, non-City, grants that your organization has received. VERIFY: Provide copies of a recent bank statement or check showing that you have the cash on hand.
2. Donated cash, collected through partnerships with local businesses, churches, and other organizations in the community. VERIFY: Provide a copy of a commitment letter from the donor on their letterhead.

****PLEASE NOTE:** Time spent preparing and planning this grant application may not be counted towards your match. However, costs incurred for notification of adjacent property owners, legal notices, or applications for variance permits from City boards and commissions are allowable.

IX. CITY REIMBURSEMENT PROCESS

1. The Neighborhood Improvement Grant works on a reimbursement basis, due to City policy requiring that goods and services to be delivered prior to payment.
2. Vendors may be paid directly by the City (e.g. through an invoice). Alternatively, neighborhoods may purchase items or services and submit receipts for reimbursement.
3. If a neighborhood chooses to make purchases and seek reimbursement, one individual should be designated to handle expenditures (e.g., the Neighborhood Project Coordinator, the neighborhood association treasurer, etc.). This individual will make purchases (ensuring that no sales tax is charged) and submit receipts to

HAND for reimbursement. If your neighborhood group has funds available, the organization may pay for goods and services rather than an individual doing so. In this case, HAND will reimburse the organization.

4. Any entity that will request reimbursement (individual, organization, or third party vendor) must complete and submit [vendor documents](#), as required by the City Controller's Office. This step must be completed prior to the execution of the funding agreement between HAND and your neighborhood group. Upon approval of your grant application, HAND staff will provide guidance.
5. If an individual or organization representative will be making grant-related purchases, they will be provided a grantee letter along with a copy of the City's tax exemption certificate. These should be used when making purchases, so as to avoid paying sales tax. As a tax exempt organization, the City will not reimburse you for any sales tax you may pay, so be sure to produce the certificate at checkout.
6. If you have receipts in need of reimbursement, please send them to Angela at HAND. These may be submitted electronically or in hardcopy form.
7. Once received, there is an approximately three week timeframe for reimbursements. All payments from the City are made by electronic funds transfer (EFT) to the bank account specified on the vendor documents.

X. PROJECT PROPOSAL

In no more than 500 words, write a project narrative to include the following:

1. Applicant organization.

Please describe your organization, including:

- approximate number of members,
- geographic boundaries,
- mission,
- membership policy, and
- accomplishments.

If any conflict of interest exists for a person(s) associated with your proposed project, please describe the situation with names of the parties involved.

2. Project description.

What do you propose to do? Why do you want to undertake this project? What materials will be used? Please remember that materials must be chosen with sustainability in mind—choose recycled or sustainably-sourced materials when available; landscape with native plants.

3. Project location.

Please describe, in detail, the physical location(s) of the proposed project. Why was this location chosen? Identify the property owner(s). Provide proof of the property owner's

permission to construct your proposed improvement. Upload pertinent documentation under Attachment B in the application.

4. Neighborhood involvement.

Describe how members of the neighborhood were/will be involved in the planning and implementation of the project. Demonstrate participation by describing how neighborhood members were contacted, how many became involved, and what sectors of your community they represent. Collect volunteer commitments from each individual volunteer. Tally the number of volunteer hours you have secured on the Volunteer Hours Computation Sheet. For purposes of this application, you need only complete the "Name" and "Hours" fields on the form. Upload the completed form under Attachment C in the application.

5. Community-wide benefit.

Explain how the project fulfills a neighborhood need and how it will benefit your residents, as well as other members of the public and/or area organizations, if applicable.

6. Feasibility.

Demonstrate how you can successfully complete the proposed project in compliance with all City codes, and by the November 15, 2022 deadline. If permits or approvals from City departments, board, or commissions are necessary, please upload proof that these have been secured under Attachment B in the application.

If you were to receive partial funding, please describe what portion(s) of the project, if any, could be completed.

7. Longevity & maintenance.

Describe the projected longevity of the project. Please provide an ongoing maintenance plan for the life of your project. Remember that maintenance may NOT be included as part of your in-kind match.

8. Partnerships & Collaborations.

Describe any partnerships or collaborations your neighborhood has forged with area businesses, schools, churches, or other organizations for the purpose of completing this project. What resources have partner organizations committed to the project? Upload supporting documentation under Attachment A in the application.

9. Timeline.

Describe the timeline by which you will complete your proposed project. Work may not commence until a funding agreement is fully executed, which typically happens in late May. Final reports and all invoices/receipts must be submitted to HAND by November 15, 2022.

10. Previous Funding

Has your group received HAND grant funding in the past? If so, please upload a table or spreadsheet under Attachment B in the application, Include the following information:

- year received,
- grant program,
- project description,
- dollar amount received, and
- status of the project.

For example:

Year Received	Grant Program	Project Description	Grant Award	Project Status
2014	Neighborhood Improvement	Neighborhood entrance sign	\$4,800.00	Complete
2018	Cleanup	Neighborhood cleanup	n/a	Complete
2021	SSCIPS	Invasive Plants Removal	\$500.00	Complete

XI. APPLICATION--due by 4:00 p.m. on Monday, March 22, 2021

Please complete all portions of the application. In order to submit the application you will need a Google account. This will allow you to upload files, receive a copy of your application, and edit your application after submission. Upon submission of the electronic form, you will receive an email containing a copy of your application. At the top of this email there will be an "edit submission" button. If you need to make changes, you may do so by following that link.

BEFORE YOU BEGIN to fill out the application form, please read the application in its entirety and have the following documents available to upload:

1. Attachment A: Budget
 - a. A completed [Neighborhood Improvement Grant Budget Template](#)
 - b. A Budget Summary in narrative form.
 - c. Estimates from businesses who will provide necessary products or services.
 - d. Documentation to demonstrate your match requirement, such as:
 - i. letters from individuals or partnering organizations (on letterhead) pledging specific donations, and/or
 - ii. bank statements demonstrating cash on-hand.

2. Attachment B: Proposal
 - a. A Proposal Narrative in 500 words or less;
 - b. A letter of support from your neighborhood organization;
 - c. Permit or letter of approval from applicable City department, board, or commission;
 - d. Maps, site plans, and/or construction drawings, as appropriate.

- e. Letter from property owner granting permission to construct the proposed improvement.
 - f. A list of previous HAND grants received.
3. Attachment C: Volunteer Hours Computation Sheet
 - a. A [Volunteer Hours Computation Sheet](#), on which you have tallied pledged volunteer hours. For purposes of the application, you need only fill out the "Name" and "Hours" fields. If your organization is awarded a grant, you may add additional volunteers at that time.
 4. Attachment D: Project Work Plan
 - a. Complete the [Project Work Plan](#), laying out in chronological order:
 - i. the specific steps you will take to complete the project,
 - ii. who will be responsible for each step, and
 - iii. the estimated date of completion (month & year).
 5. Attachment E: Notice of Presentation
 - a. Complete and upload the following:
 - i. A copy of the [Notice of Presentation](#) that was mailed to adjacent property owners; and
 - ii. A completed [Affidavit of Notice to Adjacent Property Owners](#).
 6. Attachment F: Attestation of Neighborhood Inclusivity
 - a. Complete, sign, and upload the [Attestation of Neighborhood Inclusivity](#)

For application assistance, please contact Angela Van Rooy at 812-349-3505 or angela.vanrooy@bloomington.in.gov.

LINKS to FORMS, DOCUMENTS, and ADDITIONAL RESOURCES

[2022 Neighborhood Improvement Grant Application Form](#)

[Neighborhood Improvement Grant Budget Template](#)

[Volunteer Hours Computation Sheet](#)

[Project Work Plan](#)

[Notice of Presentation](#)

[Affidavit of Notice to Adjacent Property Owners](#)

[Neighborhood Services 2022 calendar](#)

[Vendor documents](#)

[Waiver, Release, and Hold-Harmless Agreement](#)

[Attestation of Neighborhood Inclusivity](#)

[A Guide to the Regulated Terrestrial Invasive Plant Species of Indiana](#)



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:			
Contact Phone:		Mobile Phone:	
Title/Position:			
Organization:			
Address:			
City, State, Zip:			
Contact E-Mail Address:			
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 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:				
Time of Event:	Date:	Start:	Date:	End:
Setup/Teardown time Needed	Date:	Start:	Date:	End:
Calendar Day of Week:				
Description of Event:				
List of Street Closures (If applicable)				
Expected Number of Participants:			Expected # of vehicles (Use of Parking Spaces to close):	

4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACH 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>.

For City Of Bloomington Use Only

Date Received:	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police		
	Bloomington Fire		
	Economic & Sustainable Development		
	Engineering		
	Office of The Mayor		
	Parking Enforcement		
	Transit		



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:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input 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:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
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	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

Event name: _____
 Number of expected attendees: _____
 Number of food vendors: _____
 Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The 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_____will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-89**

**City of Bloomington Policy and Procedures
on Private Art Installations within the Public Right of Way**

WHEREAS, the Board of Public Works (“Board”) has statutory authority over all City of Bloomington Rights of Way; and

WHEREAS, from time to time, private parties seek to place art within the public right of way; and

WHEREAS, the Board of Public Works wishes to clarify the policies and procedures that govern the placement of private art within the public right of way;

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

1. The Board’s hereby adopts the attached City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way.
2. This Resolution shall be effective immediately upon passage by the Board of Public Works.
3. If any section, sentence, provision of this Resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

ADOPTED THIS 20th DAY OF DECEMBER, 2022

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary



Board of Public Works Staff Report

Project/Event: Freezefest
Petitioner/Representative: Chaz Mottinger
Staff Representative: April Rosenberger
Meeting Date: December 20, 2022
Event Date: January 15-22, 2023

This is the third annual Freezefest – an ice carving festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping-pong, etc.) made entirely of ice is planned for Madison Street. There will be 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night will host a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at The Mill, 5 carving demos mainly on Madison St. and other supporting activities provided by community partners like Bloomington Parks & Recreation.

Attached are maps detailing road closures, waste management plan, and traffic plan.

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



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Rachel Kluck		
Contact Phone:	219-742-4172	Mobile Phone:	219-742-4172
Title/Position:	Chair		
Organization:	Freezefest		
Address:	642 N. Madison St.		
City, State, Zip:	Bloomington, IN, 47404		
Contact E-Mail Address:	rachel@dimensionmill.org		
Organization E-Mail and URL:	Freeseifest.com		
Org Phone No:	N/A	Fax No:	N/A

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

*We will have food trucks, but TBD

Organization Name:	Dimension Mill, Inc. / Pat East		
Address:	642 N. Madison St		
City, State, Zip:	Bloomington, IN, 47404		
Contact E-Mail Address:	pat.east@cofoundventures.com (Pat East)		
Phone Number:		Mobile Phone:	
Organization Name:	Visit Bloomington		
Address:	2855 N. Walnut St.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	mike@visitbloomington.com (Mike McAfee)		
Phone Number:	812-334-8900	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 type="checkbox"/> Run/Walk <input checked="" 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:	January 15 - January 22 With the main events taking place on January 20 & January 21	
Time of Event:	Date: <small>Friday, Jan 20</small> <small>Saturday, Jan 21</small>	Start: <small>3 pm (Fri)</small> <small>8 am (Sat)</small>
Setup/Teardown time Needed	Date: <small>Sunday, Jan 15, 2023</small>	Start: <small>6 am</small>
Calendar Day of Week:	Sunday through Sunday	
Description of Event:	<p>This is an Ice Carving Festival. This is the third annual Freezefest - a winter festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping pong, etc) made entirely of ice is planned for Madison Street. We will have 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night we will host a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chilicook off at The Mill, 5 carving demos mainly on Madison St. and other supporting activities provided by community partners like Bloomington Parks & Rec.</p>	
List of Street Closures (If applicable)	Maker Way from Rogers St to Madison St. (Sunday, Jan 15 through Sunday Jan 22) Madison Street from 10th St to 11th Street (Thursday, Jan 19 - Saturday, 21 & Sunday, 22)	
Expected Number of Participants:	220 - 400 people coming and going though out the day	Expected # of vehicles (Use of Parking Spaces to close): 50

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

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

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

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
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<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable <small>Please see attachment</small>
<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 type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

<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 checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

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

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

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



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:	Freezefest		
Location of Event:	Upland Brewing		
Date of Event:	1/20/2023	Time of Event:	Start: 6:30 pm
Calendar Day of Week:	Friday		End: 10 pm
Description of Event:	Live Ice Carving Stage Show		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Rachel Kluck		
Organization:	Freezefest	Title:	Chair
Physical Address:	642 N. Madison Street		
Email Address:	rachel@dimensionmill.org	Phone Number:	219-742-4172
Signature:	<i>Rachel Kluck</i>	Date:	Nov 10, 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

Waste and Recycling Management Plan Template

Event name: Freezefest

Number of expected attendees: 200 - 300 at any given time in Trades District/ 200 - 350 at Stage Show

Number of food vendors: 2- 3 food trucks

Number of other vendors: _____

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

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

Type text here

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. (See Attached)

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. (See Attached)

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. (See Attached)

Waste and Recycling Management Plan for Freezefest

Collection and hauling system: We will have specific volunteers assigned to waste management each day of the event. They will monitor the fullness of cans and empty as needed and will assist attendees with proper disposal. Bagged waste and recyclables will be collected in the waste containers provided by The Mill and will be serviced by the hauling company that provides the containers. We will have a separate roll-off container for bulky wastes generated by the carvers (cardboard, shrink wrap, etc.). We will separate out recyclable cardboard and place it in a recycling container at The Mill.

Vendor and volunteer education and training: We will provide volunteer training and will include waste management in that training. We will work directly with the ice carvers to educate and assist them with what to do with their waste materials and will have staff on-site during event to monitor compliance.

Materials and supplies:

- 1 – 30 yard dumpster
- 6 – trash cans and liners
- 6 - recycling bins and liners
- Signage for all

Designation of duties:

Derek Rollins- lead for site logistics (including waste management)

Rachel Kluck – lead for volunteer coordination

Jordan Davis – lead for food vendors – food trucks

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a SpecialEvent in Public Right Way for Madison Stree and Makers Way.

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 _____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

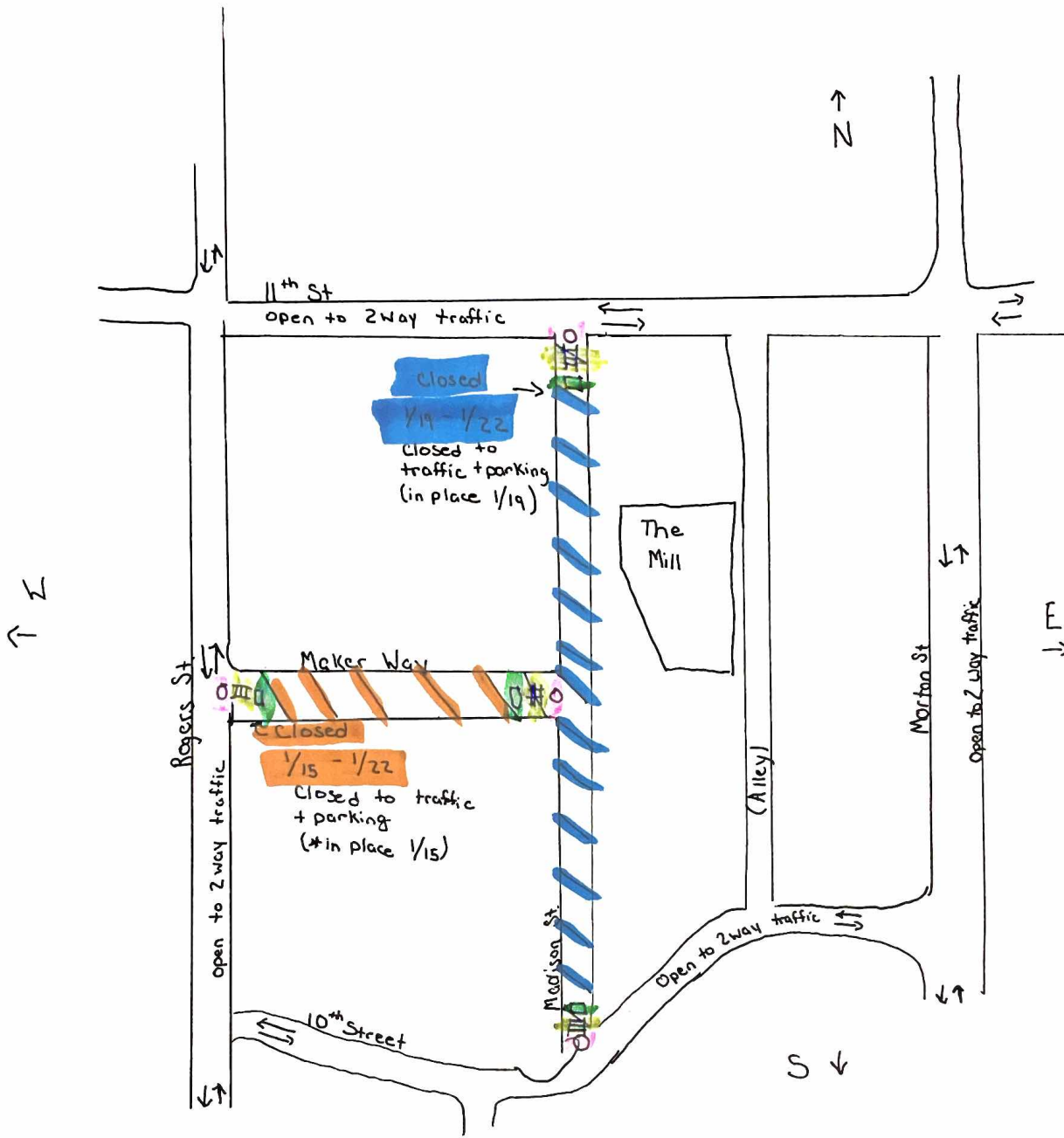
PETITIONER:
DATE:

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

Use of City Park or Trail:

Note: Leslie Brinson from Parks and Rec is serving on our event committee and she will be handling any Parks and Rec approvals that we may need for B-line trail, Switchyard Park, and Peoples Park as part of this event. We have not solidified those plans yet.



Legend

-  - road close sign
-  - 3 type III barricade
-  - water barricades

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-86**

FREEZEFEST

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

WHEREAS, Rachel Kluck, Chair of Freezefest, would like to have the City close the following City streets: Maker Way from Rogers Street to Madison Street (Sunday, January 15, 2023 at 6 a.m. through Sunday, January 22, 2023 at 11 p.m.) and Madison Street from 10th Street to 11th Street (Thursday, January 19, 2023 to Sunday, January 22, 2023 at 11:00 p.m.) in order to conduct a Special Event: Freezefest; and,

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

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

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

1. The City declares that all or a portion of the following City streets: Maker Way from Rogers Street to Madison Street (Sunday, January 15, 2023 at 6 a.m. through Sunday, January 22, 2023 at 11 p.m.) and Madison Street from 10th Street to 11th Street (Thursday, January 19, 2023 to Sunday, January 22, 2023 at 11:00 p.m.) shall be temporarily closed to motor vehicles to conduct Freezefest as indicated on the attached Freezefest Map.
2. Freezefest 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. Freezefest shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Freezefest shall obtain, and place at Freezefest’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Freezefest shall not close the streets until 6:00 a.m. on Sunday, January 15, 2023 and shall remove barricades and signage by 11:00 p.m. on Sunday, January 22, 2023.
4. Freezefest shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Freezefest shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 11:00 p.m. on Sunday, January 22, 2023.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Freezefest.
8. Freezefest shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Freezefest shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Freezefest, a copy of which Freezefest agrees to submit to the City at least thirty (30) days prior to the beginning of Freezefest.
10. In the event Freezefest allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

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

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

ADOPTED THIS 20TH DAY OF DECEMBER, 2022.

BOARD OF PUBLIC WORKS:

FREEZEFEST

Kyla Cox Deckard, President

Signature

Jennifer Lloyd, Vice President

Printed Name

Elizabeth Karon, Secretary

Title



Board of Public Works

Staff Report

Project/Event: Approval of Amendment 1 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/20/2022

Report: This contract contains services to complete preliminary engineering tasks for multiple Phase 1 neighborhood greenway projects as prioritized in the City’s Transportation Plan. Eagle Ridge is currently under contract with a total not-to-exceed amount of \$331,676.

This amendment will reallocate unused funds from completed greenway projects, remove design of the project on 7th/Longview (Bypass to Glenwood), add design for a project on Morningside (Smith to 3rd), and add design for a trail connection within the existing right of way on W Allen Street (Madison to Morton). The total contract amount will be increased by \$11,169 for a new total not-to-exceed amount of \$342,845. Each individual greenway project will involve public input, and construction of these remaining projects is expected in 2023 and 2024.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract*	Current Item	12/20/2022
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future, Multiple	TBD

*Original Design Contract approved 12/8/2020

City of Bloomington Contract and Purchase Justification Form

Vendor: Eagle Ridge Civil Engineering, LLC

Contract Amount: \$342,845

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qualifications-based selection based on responses to RFQ.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Eagle Ridge was selected for this contract based on an evaluation of their response to an RFQ.

Neil Kopper

Print/Type Name

Senior Project Engineer

Print/Type Title

Engineering

Department

EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE										
Neighborhood Greenways - Morningside & Allen										
	MORNINGSIDE - SMITH TO SR 46					ALLEN STREET - MADISON TO MORTON				
	Senior Civil Engineer	CADD/Field Technician	Sub-consultant	Project Expenses	Totals	Senior Civil Engineer	CADD/Field Technician	Sub-consultant	Project Expenses	Totals
2023 Rates>	\$130.50	\$77.25	At Cost + 5%	At Cost		\$130.50	\$77.25	At Cost + 5%	At Cost	
TASKS	Hours	Hours				Hours	Hours			
DATA GATHERING AND BASE MAPPING					\$5,040					\$15,315
Early Coordination with City Depts (CBU; Parks)	2				\$261	4				\$522
Early Coordination with Private Utilities	2				\$261	8				\$1,044
Topo Survey, GIS or Survey upload and terrain modeling	2	4			\$570	1	10	\$ 8,500		\$9,828
Perform Site review, Photography, Augment GIS	8	4		\$75	\$1,428	6	3		\$75	\$1,090
Develop Concept Layout for Early Coordination	8	8			\$1,662	12	12			\$2,493
Reconcile Utility Data with Survey						2	1			\$338
Perform Sidewalk/Sidepath Review for ADA Deficiencies	6			\$75	\$858					
DESIGN					\$14,234					\$32,076
Prepare Title Sheet	1	2			\$285	1	2			\$285
Prepare Index/General Notes/Legend/Utility Contacts Sheet	2	2			\$416	3	3			\$623
Prepare Paving Sections and Miscellaneous Details	1	2			\$285	4	8			\$1,140
Prepare Plan (and Profile, where appl.)	16	20			\$3,633	16	24			\$3,942
Intersection Layout and Detail	4	4			\$831	6	10			\$1,556
Sidewalk and Ramp Replacement Plans	4	8			\$1,140					
Watermain Relocation Layout / Profile / Details / CBU Coord						20	16			\$3,846
Retaining Wall Design						18	24			\$4,203
Railings Layout/Design						12	12			\$2,493
Develop Intersection Grading (Morton/B Line/Allen)						8	8			\$1,662
Prepare Mntc of Traffic and Access Plans/Notes (with formal Detour if req'd)	4	6			\$986	8	8			\$1,662
Prepare Erosion Control Plans/Details/Notes						3	5			\$778
Prepare Design for Drainage Modifications/Improvements						12	12			\$2,493
Prepare Signs and Pavement Markings design	8	8			\$1,662	4	4			\$831
Prepare Summary of Quantities and Paving Table	6	2			\$938	6	2			\$938
Prepare Detailed Cost Estimate	8				\$1,044	12				\$1,566
Prepare Technical Specifications	4				\$522	12				\$1,566
Plan Development / Review / Revisions	12	12			\$2,493	12	12			\$2,493
DESIGN SUPPORT					\$522					\$2,424
Utility Coordination - Duke re: Lighting Installations or changes	2				\$261	2				\$261
Utility Coordination - other private utilities for relocations	2				\$261	8				\$1,044
Utility Coordination - CBU for Drainage and Water infrastructure						8			\$75	\$1,119
BIDDING AND CONSTRUCTION SUPPORT					\$2,057					\$5,754
Assemble Pay Item List and Quantities - for City Use	6				\$783	8				\$1,044
Conduct Prebid Meeting and Respond to Bidder's Questions						4				\$522
Prepare Addenda (if required)	2	2			\$416	4	4			\$831
Attend Preconstruction Meeting (City led)						2				\$261
Review Submittals and Shop Drawings						4				\$522
Construction Support By Designers (Inspection by City or City Consultant)	6			\$75	\$858	12			\$150	\$1,716
Participate in Walkthru/Punchlist Preparation						6			\$75	\$858
PROJECT MANAGEMENT & MEETINGS					\$5,852					\$7,336
Invoices and Progress Reports	2				\$261	3				\$392
Project Workplan/Management/Accounting Setup	4				\$522	8				\$1,044
Conduct a Field Check/Preliminary Plan Review with the City and CBU (In person)	6			\$75	\$858	6			\$75	\$858
Client Meeting/Review of 60% Plans with Engrng and CBU	4				\$522	6			\$50	\$833
Client Meeting/Review of 95% Plans with Engrng and CBU	6				\$783	8			\$50	\$1,094
Preliminary Public / Stakeholder Meeting (Project Introduction)	8	4		\$100	\$1,453	8	6		\$50	\$1,558
Final Public Meeting - 95% Plans and Discuss Construction Issues	8	4		\$100	\$1,453	8	6		\$50	\$1,558
Total Hours:	154	92	\$0	\$500	TOTAL	295	192	\$8,500	\$650	TOTAL
Fee by Classification:	\$20,097	\$7,107	\$0	\$500	\$27,704	\$38,498	\$14,832	\$8,925	\$650	\$62,905

Assumptions:	PROJECT BREAKDOWN				PROJECT BREAKDOWN			
	BY PRIMARY TASKS	BY FIRM			BY PRIMARY TASKS	BY FIRM		
1) City will facilitate the scheduling and invitations to all public meetings	Data Gathering/ Base Map	Eagle Ridge Civil Engineering	\$ 5,040	\$ 27,704	Data Gathering/ Base Map	Eagle Ridge Civil Engineering	\$ 6,390	\$ 54,405
2) The City will assemble the project manual and manage the bidding process	Design		\$ 14,234		Design	BRCJ	\$ 32,076	\$ 8,500
3) The City will provide its own inspection	Design Support		\$ 522		Design Support		\$ 2,424	
4) Drainage design is limited to spot modifications such as moving or adding an inlet, but assumes a readily available outfall (connection). No hydraulic analysis/calcs are anticipated.	Bidding and Constr		\$ 2,057		Bidding and Constr		\$ 5,754	
5) All Client / Review Meetings are expected to be virtual except one walkthru at the 25% Plans	Project Management		\$ 5,852		Project Management		\$ 7,336	
6) Public Meetings are expected to be in person. Services will include preparation and presentation during a City hosted meeting					Survey Allowance		\$ 8,925	
7) All deliverables are expected to be digital, ready for printing; no hard copy deliverables will be provided					Plats/Descrip.			
8) Deliverables will be plans with graphics over project site aerial/GIS base mapping. No before/after illustrations or concept sketches (renderings) are anticipated.			\$ 27,704	TOTAL: \$ 27,704			\$ 62,905	TOTAL: \$ 62,905

- 10) Wall Designs assumed to be of the modular block (non-structural variety)
- 11) Up to 4 plats and legal descriptions have been included in this scope and fee in case needed.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR NEIGHBORHOOD GREENWAYS PROJECT
WITH EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC**

This Addendum supplements the Agreement for Consulting Services with Eagle Ridge Civil Engineering Services, LLC (“Agreement”) for the Neighborhood Greenways Project which was entered into on December 8, 2020, as follows:

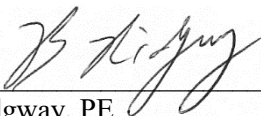
1. **See Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by Eagle Ridge Civil Engineering Services, LLC, during this Project. Exhibit A is hereby amended to include the following: Cease work in progress on 7th Street from the SR 45/46 Bypass to Glenwood Avenue; add design of a greenway on Morningside Drive from Smith Road to SR 46; also add the design of a paved path along undeveloped Allen Street between Madison Avenue and Morton Street which includes design for the relocation of a large watermain.
2. **See Article 4. Compensation and Exhibit B Compensation**: The City shall pay Eagle Ridge Civil Engineering Services, LLC, an amount not to exceed \$11,169.00 for the additional Engineering Services. The not to exceed amount for the entire project shall be \$342,845.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works



Brock Ridgway, PE
Managing Member

Jennifer Lloyd
Vice President, Board of Public Works

Date: 11-29-2022

Elizabeth Karon
Secretary, Board of Public Works

Date: _____

Beth Cate
Corporation Counsel, Office of the Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Approve LPA-Consulting Contract with VS Engineering, Inc. for Preliminary Engineering Services for the Crosswalk Safety Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/20/2022

Report: This project will construct improved crosswalks at up to 6 locations throughout the City. Initial location options have been prioritized by the Planning and Transportation Department, and final location determinations will require additional evaluation and design. Design and construction will be partially funded with federal funds.

VS Engineering was selected from 2 engineering firms that responded to a Request for Proposals (RFP) to perform preliminary engineering services for the project. The contract is set at a not-to-exceed amount of \$203,400. Construction of this project is anticipated in 2025.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Future	TBD
Design Services Contract	Current Item	12/20/2022
ROW Services Contract	Future	TBD
Public Need Resolution	Future	TBD
Construction Inspection Contract	Future	TBD
Construction Contract	N/A - INDOT	TBD

City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: \$203,400

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 2	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) Qualifications-based selection (required by INDOT in order to utilize federal funds) based on responses to RFP.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

VS was selected for this contract based on an evaluation of their response to the RFP.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of December _____, 2022 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2200014

Project Description: At multiple locations in downtown Bloomington, this project will install or enhance pedestrian crosswalks. Improvements may include marked crosswalks, accessible curb ramps, warning signs, flashing beacons, median refuge islands, curb bumpouts, raised crosswalks, traffic signal equipment upgrades, and other features. Project locations will be prioritized to focus on areas with low accessibility compliance, high pedestrian use and high crash risk.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$203,400.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity

Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper, PE
Senior Project Engineer
City of Bloomington – Engineering Department
401 N Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.
President/CEO
VS Engineering, Inc.
4275 N. High School Road
Indianapolis, IN 46254

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Sanjay B. Patel, PE
CEO/President

(Print or type name and title)

Signature

Kyla Cox Deckard
President, Board of Public Works

(Print or type name and title)

Signature

Jennifer Lloyd
Vice President, Board of Public Works

(Print or type name and title)

Attest:

Signature

(Print or type name and title)

Signature

Elizabeth Karon
Secretary, Board of Public Works

(Print or type name and title)

Signature

Beth Cate
Corporation Counsel, Office of the Mayor

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Project Administration:

The proposed CONSULTANT Project Manager and key personnel will meet with LPA officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication.

- Stage 1
- Preliminary Field Check (LPA staff & utilities)
- Stage 3
- Final Tracings/ Bidding

An in-person or virtual progress meeting will be conducted with the LPA upon the completion of each submittal.

CONSULTANT shall prepare a progress report and submit to the LPA on a monthly basis. The progress report shall identify completed tasks, upcoming tasks, required LPA decisions, budget status, etc. CONSULTANT shall also be available for additional in-person or virtual meetings as necessary throughout the duration of the project.

Crosswalk Location Analysis and Technical Memorandum:

The CONSULTANT shall review nine (9) proposed crosswalk locations provided by LPA to determine feasibility for improvements at each location. CONSULTANT shall complete the following tasks in preparation of a Technical Memorandum:

- Review available aerial imagery and GIS information
- Review potential environmental concerns that may impact level of environmental document
- Conduct site visit at each location for visual inspection of existing conditions including utility locations
- Analyze utility conflicts and determine high level utility relocation requirements
- Review GIS and available information to determine preliminary right of way impacts
- Review drainage and storm sewer constraints at each location
- Prepare high level estimated construction cost for each crosswalk location

Topographic Survey:

The CONSULTANT shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. This proposal does not include a Location Control Route Survey Plat.

Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by the LPA prior to distribution.

Topographic Survey within the project area including the following:

- 1-foot contours and spot elevations at all breaks
- Existing improvements including sidewalks, curbs, pavement, driveways, trees, structures, signs, fences, mailboxes, vegetation, railings, walls, and other permanent structures.

- Existing utilities including structures, utility poles, direction of overhead utilities, evidence of below ground utilities, utility locates, including rim and invert elevations on all sanitary and drainage structures.
- Plot right-of-way and property lines based on observed physical evidence and record documents acquired as described above.
- Survey limits of off-site drainage improvements to ultimate outlet as identified by Client if necessary.

Establish Primary Horizontal Control with the project limits such that the survey base line(s) can be re-established during construction. Indiana State Planes Coordinate System will be used.

Establish Vertical Control based on OPUS, or specified by client prior to start of survey within a mile of the site.

The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project areas to be field surveyed are described as follows:

Survey Limits

At each location (up to 6 locations) the survey limits will extend 75 feet along each roadway from the centerline of the proposed improvements. The width of survey will be a minimum of 60 feet on each side of centerline of the intersecting roadway, or 10 feet beyond the proposed improvements, whichever is further. Crossings included are at:

- Curry Pike and Roll Avenue.
- Liberty Drive between State Road 45 and Constitution Way
- Walnut Street, approximately 900 feet north of Rhorer Road
- 10th Street, just east of Walnut Grove Avenue
- 11th Street and Monroe Street
- 11th Street and Adams Street
- Union Street between 7th Street and 10th Street
- 17th Street between Woodland Avenue and Walnut Grove Avenue
- Kinser Pike, just south of Parrish Road.

It is assumed that six (6) of the nine (9) locations will be surveyed.

Total survey includes 1,550 lineal feet of roadway by the widths described above.

Exhibit prepared for each property in project area requiring acquisition for area calculations and use in deeds including coordinates.

Deliverables

- Electronic files (dwg) of the topographic survey and point file shall be provided.
- Signed Location Control Route Survey in .pdf format.
- Property exhibits in .pdf format.

Assumptions

City of Bloomington shall provide any right-of-way records (plans, deeds, surveys, etc.) that is has in its records.

Road Design:

CONSULTANT shall complete tasks necessary for the preparation of construction plans of proposed improvements. CONSULTANT shall use design standards and specifications as required by LPA, the Indiana

Department of Transportation (INDOT), American Association of State Highway and Transportation Officials (AASHTO), and the Manual on Uniform Traffic Control Devices (MUTCD).

CONSULTANT shall develop all roadway plans for the following submissions:

- Stage 1 & Preliminary Field Check (City of Bloomington Only)
- Stage 3
- Final Tracings/ Bid Documents

Each submission will include a cost estimate with unit prices for construction elements associated with the Project.

CONSULTANT will design storm sewer (inlet relocation and/or extension) and drainage improvements to mitigate conflicts that may be created due to installation of new curb ramps, bumpouts, sidewalks, traffic signals, etc. These improvements shall be limited to the area immediately adjacent to the location of the new crosswalk.

Stage 3 will be reviewed by the LPA and revisions will be included in the Bid Documents.

CONSULTANT will complete Erosion Control Plans for each crosswalk location, however, it is anticipated that less than 0.5 acre land will be disturbed, therefore, CONSULTANT will not be required to submit an IDEM Construction Stormwater General Permit (former Rule 5 Permit)

Environmental Analysis:

Objective

The objective of this task is to perform an environmental analysis to comply with the National Environmental Policy Act as implemented by INDOT and the Federal Highway Administration. The work will be accomplished following the appropriate sections of the INDOT Procedural Manual for Preparing Environmental Documents and the Categorical Exclusion Manual. It is anticipated that this project will require the completion of Level 1 Categorical Exclusion (CE-1) document.

Deliverables

The deliverable for this task is one completed and approved CE-1 document. As part of the environmental documentation process, separate submittals will be made to INDOT for approval of the Red Flag Investigation, MPPA request and IPaC verification.

Activity

As directed by the appropriate INDOT manuals mentioned under Objective and through coordination with the INDOT Seymour District environmental staff, the activities for completion of the CE-1 document will be as follows:

- Attend Initial Field Check
- Collect available resource information and prepare project graphics.
- Prepare Purpose and Need statement and preliminary alternative description.
- Prepare a Red Flag Investigation (memo and maps) based on current INDOT Red Flag Investigation templates.
- Perform a field visit of the project site to document existing conditions, take representative project area photographs, and verify results of the Red Flag Investigation.
- Submit Red Flag Investigation to INDOT for approval.
- Prepare MPPA request for INDOT District comment
- Prepare an Early Coordination Package and distribute to appropriate agencies and personnel.
- Perform an on-site waters investigation to delineate all potentially-jurisdictional water resources.
- Prepare USFWS IPaC coordination and verification.

- Prepare a draft CE-1 document using the current INDOT template and submit to INDOT to secure its release for public involvement.
- Provide text of the project's environmental commitments and comment requestor to the designer for creating commitments spreadsheet and uploading commitments report.
- Coordinate with design team and provide updates to project managers.

Assumptions

- The project meets the criteria for a CE-1. Preparation of CE Level 2, 3 or 4, an EA, or an EIS is not part of this scope.
- This project will require acquisition of less than 0.5 acre of right-of-way.
- The project qualifies as a minor project under the current version of the Minor Projects Programmatic Agreement (MPPA) for Section 106 resources.
- All work will take place within previously-disturbed soils.
- No studies, investigations, reports, or coordination related to Section 6(f), Section 4(f), historic properties, archaeology, endangered species, karst, noise or hazardous materials are required.
- There will be no impacts to water resources.
- No Environmental Justice populations are present or impacted by this project.
- USFWS IPaC coordination will result in a No Effect or Not Likely to Adversely Affect finding for threatened and endangered species.

Environmental Documentation Scope Exclusions

The following items are specifically not included in this scope of work:

- Environmental Document preparation above a Categorical Exclusion Level 1 (CE Level 2, 3 or 4, EA or EIS)
- Full Section 106 involvement or coordination
- Archaeological records check, field reconnaissance, or reporting
- Historic property records check, field investigation or reporting
- Involvement in or attendance of public information meeting(s) or hearing
- Hazardous materials investigations or site assessments
- Endangered species surveys or formal Section 7 consultation
- Karst study
- Noise analysis or study
- Section 6(f) documentation or study
- Section 4(f) documentation or analysis
- Mitigation for any environmental impacts

Permits:

Based on review of preliminary crosswalk locations, regulatory agency permits are not required for the anticipated construction activities at the locations identified by LPA.

Utility Coordination:

CONSULTANT will coordinate with utilities in accordance with the following tasks from Indiana Administrative Code (IAC) 105 Article 13: Utility Facility Relocations on Construction Contracts.

- Initial Notice of proposed improvement project
- Verification of existing utilities
- Work Plan development
- Relocation notification for City of Bloomington storm sewers only

Initial Notice will contain:

- Geographical limits of project and general description of work to be done.
- Anticipated Construction date
- CONSULTANT Utility Coordinator contact information

Verification of Existing Utilities will comprise of:

- Reviewing the accuracy of the field survey plan as to the location of existing facilities with utility.
- Acquire available depth information of underground facilities from utility.
- Revisions to plan depicting existing conditions based on direction from utilities.

Conflict Analysis will comprise of:

- Prepare, sign, and send to each utility a letter requesting they identify the conflicts between their facilities and the improvement project.
- Send letter to each utility with comments on recommended changes to the design.

Work Plan Development will comprise of:

- Prepare, sign, and send to each utility a letter requesting they prepare and submit their utility relocation work plan mapped on drawings.
- Follow up with utility until work plans with the following information are received:
 - Work plan narrative;
 - Relocation drawing having station, offsets and elevations for storm sewer relocation only;
 - Cost estimate (if reimbursable)
 - Easement documents (if reimbursable).
- Review utility relocation work plan to ensure that it is compatible and reasonable. Utility relocation is only anticipated for storm sewer owned by City of Bloomington.
- If necessary, prepare, sign, and send to the utility a letter notifying the utility that their relocation work plan is not acceptable and the reasons why not.

R/W Engineering:

CONSULTANT will provide the following R/W Engineering services:

- **Title Research Services**
CONSULTANT will conduct 20-year chain of title search and prepare T&E reports
- **Right of Way Plan Development Services**
CONSULTANT will complete the following Right of Way Plan development services.
 - Review LCRSP against design plans and generate report
 - Review T&E report
 - Create parcel worksheet
 - Confirm property lines and coordinate geometry
 - Prepare Exhibit "A"
 - Additional Legal Description for Temporary R/W, if needed
 - Prepare Exhibit "B"
 - Review parcel packet and certify
- **1-Step Route Plat**
A one-step Route Survey Plat will be prepared for each right of way parcel is required. The one-step Route Survey Plat will include survey line, centerline, existing and proposed right of way, monuments and property lines on a single plat.

- **Right of Way Staking**

CONSULTANT will stake the proposed Right of Way at all Design Bend Point and at Property Lines with a 12-inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Construction Administration:

CONSULTANT shall perform design coordination during project construction for the following items:

- Attend Pre-Construction meeting.
- Assist LPA with responses to reasonable inquiries concerning the accuracy and intent of the design plans and contract documents.
- Review all applicable shop drawings in conformance to the standard specifications and special provisions
- Revise design plans during construction phase if unforeseen conditions arise.

On-site Construction Inspection is not included as part of this scope.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
4. All written views pertinent to the location and environmental studies that are received by INDOT
7. Available data from the transportation planning process
8. Utility plans available covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Stage 1 (Submit to LPA only)	April 14, 2023
Environmental Approval	October 27, 2023
Right of way Acquisition Complete	March 1, 2024
Stage 3 (Submit to ERMS)	March 1, 2024
Final Tracings (Submit to ERMS)	July 1, 2024
Letting	October 9, 2024

This schedule is based on the programmed letting date in fiscal 2025. If any items can be advanced, that will be discussed with INDOT and the LPA.

APPENDIX "D"

The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$203,400.00 unless an amendment is executed by the parties which increases the maximum amount.

The CONSULTANT shall be paid for engineering services performed per the schedule of values below:

LUMP SUM ITEMS	COST
Project Administration	\$9,600.00
Crosswalk Location Analysis and Technical Memorandum	\$10,200.00
Topographic Survey Data Collection	\$36,300.00
Roadway/Crosswalk Design	\$65,100.00
Environmental Documentation (CE-1)	\$20,500.00
Utility Coordination Services	\$17,900.00
Utility Relocation Coordination	\$0.00
SUB-TOTAL	\$159,600.00

HOURLY RATE ITEMS	COST
Construction Administration (Hourly Rate, NTE)	\$5,000.00
SUB-TOTAL	\$5,000.00

UNIT PRICE ITEMS	UNIT COST	UNIT	
T&E Reports	\$625.00	5	\$3,125.00
R/W Engineering (Permanent)	\$3,390.00	5	\$16,950.00
Additional Legal Description (Temporary R/W if needed)	\$725.00	5	\$3,625.00
1-Step Route Plat	\$2,000.00	5	\$10,000.00
R/W Staking	\$750.00	5	\$3,750.00
APAs	\$270.00	5	\$1,350.00
SUB-TOTAL			\$38,800.00

TOTAL	\$203,400.00
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LPA will pay the CONSULTANT on a Lump Sum, Hourly Rate or Unit Price basis as depicted above for work performed by essential personnel exclusively on this contract. The hourly billing rate schedule is shown below. LPA and INDOT will consider Rate adjustments annually, during the calendar year following the date of this contract. The standard adjustment, if not altered by INDOT, will be the 12 month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index (ECI) and will be applicable on July 1st of each year. A negative percentage change will result in an equal decrease in the Rate, if not altered by INDOT. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable Rate adjustments differing from the ECI when considered to be in the best interest of the State of Indiana.

Employment Cost Index is defined as the "Employment Cost Index, Wages and Salaries (not seasonally adjusted), for private industry workers, professional, scientific and technical services", as issued each December by the U.S. Department of Labor, Bureau of Labor Statistics, Base = December 2005 =100.

VS Engineering, Inc. - Hourly Rates
Bloomington Crosswalk Improvements Project -
Des 2200014

Profit Rate = 10.9% (8.8% + 2.1%)	
Employee Classification	Billing Rate
CADD Technician I	\$55.05
CADD Technician II	\$83.56
CADD Technician III	\$110.51
Engineer I	\$88.05
Engineer II	\$113.27
Engineer III	\$141.12
Project Manager I	\$154.21
Project Manager II	\$194.65
Project Scientist I	\$78.79
Project Scientist II	\$86.66
Project Surveyor I	\$111.73
Project Surveyor II	\$159.85
Right-of-Way Technician I	\$61.60
Right-of-Way Technician II	\$103.13
Survey Party Chief	\$97.88
Survey Technician I	\$72.09
Survey Technician II	\$96.28
Utility Coordinator	\$96.69



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Moores Pike/SE Park Trail Improvements

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Senior Project Engineer

Date: 12/20/2022

Report: This project was part of Engineering's annual budget request utilizing the City's ARPA funds. The Southeast Park trail's proximity to and elevation difference with Moores Pike is a safety concern. The City has received numerous complaints over the years regarding this safety concern. BRCJ was selected to design this project from the City's pre-approved engineering consultant list due to their familiarity with the area and expertise with this type of project. This contract is set at a not-to-exceed amount of \$34,080.00. Construction is funded and anticipated to take place in 2023.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/20/2022
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

City of Bloomington Contract and Purchase Justification Form

Vendor: Bledsoe Riggert Cooper James

Contract Amount: \$34,080.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 24	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list was originally from April 15, 2019 through March 31, 2022 and then extended to end March 31, 2024.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Bledsoe Riggert Copper James was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Moores Pike/SE Park Trail Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 20__, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Bledsoe Riggert Cooper James (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to relocate the trail along Moores Pike within the northeast corner of Southeast Park; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide land surveying and engineering design services for the improvements above. These design services shall include the preparation of plans, and estimates for work on the trail relocation, including a new culvert, site restoration, and other incidental construction that is found necessary to complete the project. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Engineering Department (“Dierkes”), to serve as the Board’s representative for the project. Dierkes shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For this project identified as Moores Pike/SE Park Trail Improvements, the total compensation paid, including fees and expenses, shall not exceed the amount of **Thirty-four Thousand Eighty Dollars (\$34,080.00)**. This sum includes salaries, payroll

taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the

Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be

suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Department
Attn: Patrick Dierkes, PE
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Consultant:

Bledsoe Riggert Cooper James
Attn: William S. Riggert, PE
1351 S. Tapp Road
Bloomington, IN 47403-3238

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and

require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

Consultant

City of Bloomington
Board of Public Works

Bledsoe Riggert Cooper James

By: _____
Kyla Cox Deckard, President

William S. Riggert, PE
President

By: _____
Beth Cate, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

MOORES PIKE/SE PARK TRAIL IMPROVEMENTS

Land Surveying	\$2,500.00
Assessment and Preliminary Design	\$840.00
Design.....	\$15,060.00
Bidding and Construction Phase Support	\$1,680.00
Project Management	\$1,680.00
Allowance for Additional Services	\$10,640.00

TOTAL ESTIMATED COST OF MOORES PIKE/SE PARK TRAIL IMPROVEMENTS \$34,080.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager:	\$140 / hour
Project Engineer – PE:	\$140 / hour
Land Surveyor – PLS:	\$140 / hour
Graduate Civil Engineer:	\$100 / hour
Surveyor Crew – PLS:	\$140 / hour
CADD Technician:	\$90 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

**EXHIBIT C
PROJECT SCHEDULE**

	MOORES PIKE/SE PARK TRAIL IMPROVEMENTS	
MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	Dec 30, 2022	
Perform Topographic Survey	Mar 7-11, 2023	
Submit Preliminary Plans	Apr 8, 2023	
Submit Draft Final Plans	May 6, 2023	
Complete Final Plans	Jun 10, 2023	
Bid Advertisement	Jun 27, 2023	
Bid Opening	Jul 18, 2023	
Construction	Aug-Sep 2023	

EXHIBIT D

KEY PERSONNEL

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

Position / Responsibility

Name

Senior Project Manager

William S. Riggert, PE

Project Engineer

Andrew E. Knust, PE

Land Surveyor

Christopher L. Porter, PLS

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

William S. Riggert, PE
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Bledsoe Riggert Cooper James
(Name of Organization)

By: _____
William S. Riggert, PE
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works Staff Report

Project/Event: Award Construction Contract for the 10th & Jefferson Retaining Wall Repair Project

Petitioner/Representative: Engineering Department

Staff Representative: Sara Gomez, Project Manager

Date: 12/20/2022

Report: This project will replace the damaged portion of the western retaining wall at the underpass on E 10th St., as depicted on the plans. This project will be funded by Public Works, budget line 101-02-020000-54510.

Maintenance of Traffic and Road Closure

Construction is scheduled for 2023 to last 3 consecutive days. The project shall begin on a Friday, and be completed by 11am on Sunday. At any time that traffic is impacted the Contractor is required to provide temporary traffic control on E 10th St consistent with Temporary One-Lane, Two-Way Traffic Control Flagging method in full compliance with IMUTCD requirements. In the event that pedestrian traffic is impacted, a detour route around the project area utilizing Union St and the existing sidewalk north of the railroad shall be used.

Quotes

Quotes were received at a Board of Public Works Work Session on Monday December 19th, 2022. The Board has received the following Quote.

- **Smock Fansler Corporation: \$38,904.76**

With Smock Fansler Corporation as the apparent lowest responsive and responsible Quoter.

City of Bloomington Contract and Purchase Justification Form

Vendor: Smock Fansler Corporation

Contract Amount: \$38,904.76

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<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:

They were the lowest, responsible, and responsive quoter.

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

Smock Fansler Corporation

FOR

10th & Jefferson Retaining Wall Repair

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Smock Fansler Corporation, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for, ***the replacement of the damaged portion of the western retaining wall at the underpass on E 10th St., as depicted on the plans.*** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13-4 incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13-4, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within three (3) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in

accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed \$38,904.76. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of his or her officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of his or her officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property	\$1,000,000 per occurrence

damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker’s Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that he or she is now and will maintain in good standing with such governmental agencies and that he or she will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for themselves and all his or her subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that he or she:

- a. Has formulated his or her own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in his or her operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of his or her employees, CONTRACTOR or his or her employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 *et seq.* or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those

furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

5.14 **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Smock Fansler Corporation
Attn: Sara Gomez	Attn:David Fansler
401 N. Morton St., Suite 130	2910 W Minnesota St
Bloomington, Indiana 47404	Indianapolis, IN 46241

5.15 **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until he or she receives an official written Notice to Proceed (NTP) from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8-2, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations,

from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.” I.C. § 5-16-8-1(e)

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.” I.C. § 5-16-8-1(b)

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States. I.C. § 5-16-8-1(f)

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees’ Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of his or her subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of his or her subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or his or her subcontractor is liable to the City for actual damages.

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

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Elizabeth Karon, Secretary

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

10th & Jefferson Retaining Wall Repair

This project shall include, but is not limited to, the replacement of the damaged portion of the western retaining wall at the underpass on E 10th St., as depicted on the plans.



Board of Public Works Staff Report

Project/Event:	Request from Duke Energy for lane and sidewalk closures
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Dawn Brunk, Duke Energy
Date:	December 20, 2022

Report: Duke Energy is starting the vegetation removal phase of the Reliability Project in Bloomington. The overall project will install new transmission lines to connect the substations at 11th and Rogers to the substation on S Rogers St near Switchyard Park. The vegetation removal will take place from January 3 to January 27, 2023. It will include lane and sidewalk closures as crews work through the project area in phases.

Duke Energy has done a lot community outreach in various forms to engage area residents and businesses.



1000 East Main Street
Plainfield, IN 46168

o: 317-838-1142
c: 317-697-1873

December 12, 2022

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

Re: Duke Energy Vegetation ROW Work

Dear Board Members:

Duke Energy will begin work in January 2023 to clear vegetation along several downtown streets and along the B-Line Trail in preparation for the new planned transmission line. This project is part of a multi-year project that began in 2016 to help meet the growing demand for electricity and adequately serve the city. Duke Energy has worked closely with the city and local officials to plan the project.

In order to facilitate this project, Duke Energy is respectfully requesting temporary lane closures in the following locations:

- North side of B-Line Trail from B-Line Apts to N Rogers St
- East side of N Rogers St from B-Line to Northeast corner of W 4th St
- North side of W 4th St from Rogers St to Madison
- East side of Madison St from W 4th St to alleyway north of W Smith Ave
- Alleyway between Madison St to B-Line
- West side of B-Line between alleyway to E Grimes Ln
- North side of E Grimes/Patterson Dr from B-Line to northwest corner of S Rogers
- West side of S Rogers St from Patterson Dr to Duke property

This information is included in the attached Management of Traffic Plan. Duke Energy will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement and transit providers to ensure that this restriction and closure information is well communicated. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions closure referenced above for 19 days from January 3, 2023 to January 27, 2023.

Sincerely,

Dawn Brunk, Project Manager

December 12, 2022

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

Re: Duke Energy Vegetation ROW Work

Dear Board Members:

Duke Energy will begin work in January 2023 to clear vegetation along several downtown streets and along the B-Line Trail in preparation for the new planned transmission line. This work is one phase of a multi-year effort known as the Bloomington Reliability Project. Planning for the project began in 2016 to help meet the growing demand for electricity and to adequately serve the city.

The project includes the installation of new power lines that will feed three substations in a 3.3-mile transmission corridor and provide a continuous, enhanced reliable flow of energy for the Bloomington community. The project also:

- Provides additional capacity to deliver reliable electricity to help meet the growing needs of Bloomington and Duke Energy customers
- Provides more options for delivering and managing power in the area, enhancing the integrity of the system
- Improves electrical system reliability
- Better addresses the impact of severe weather in the city by improving the resiliency of the electric system and allowing for quicker recovery of service during storm-related outages
- Maintains a robust system for supplying and delivering electricity, which is integral to help ensure the continued economic growth and prosperity of the city and region
- Improves power quality and reliability now and in the future

Construction for the project has been divided into three phases. Phase 1 was completed in 2019 with the installation of the new 11th Street substation and transmission line system along North Rogers Street. Duke Energy is now preparing for Phase 3 to connect the 11th Street substation to the substation on South Rogers Street, which will begin with the vegetation work along the route (see attached map).

The vegetation work will require temporary lane and trail closures as submitted with the Right-Of-Way Use Permit Application for 19 days from January 3, 2023 to January 27, 2023.

Duke Energy has worked closely with City of Bloomington officials throughout the planning process on all phases of the project. We have also hosted informational community forums to gather input and evaluate options for the new transmission line route to be the least impactful to the community. We have continued to communicate with stakeholders along the route and in the community:

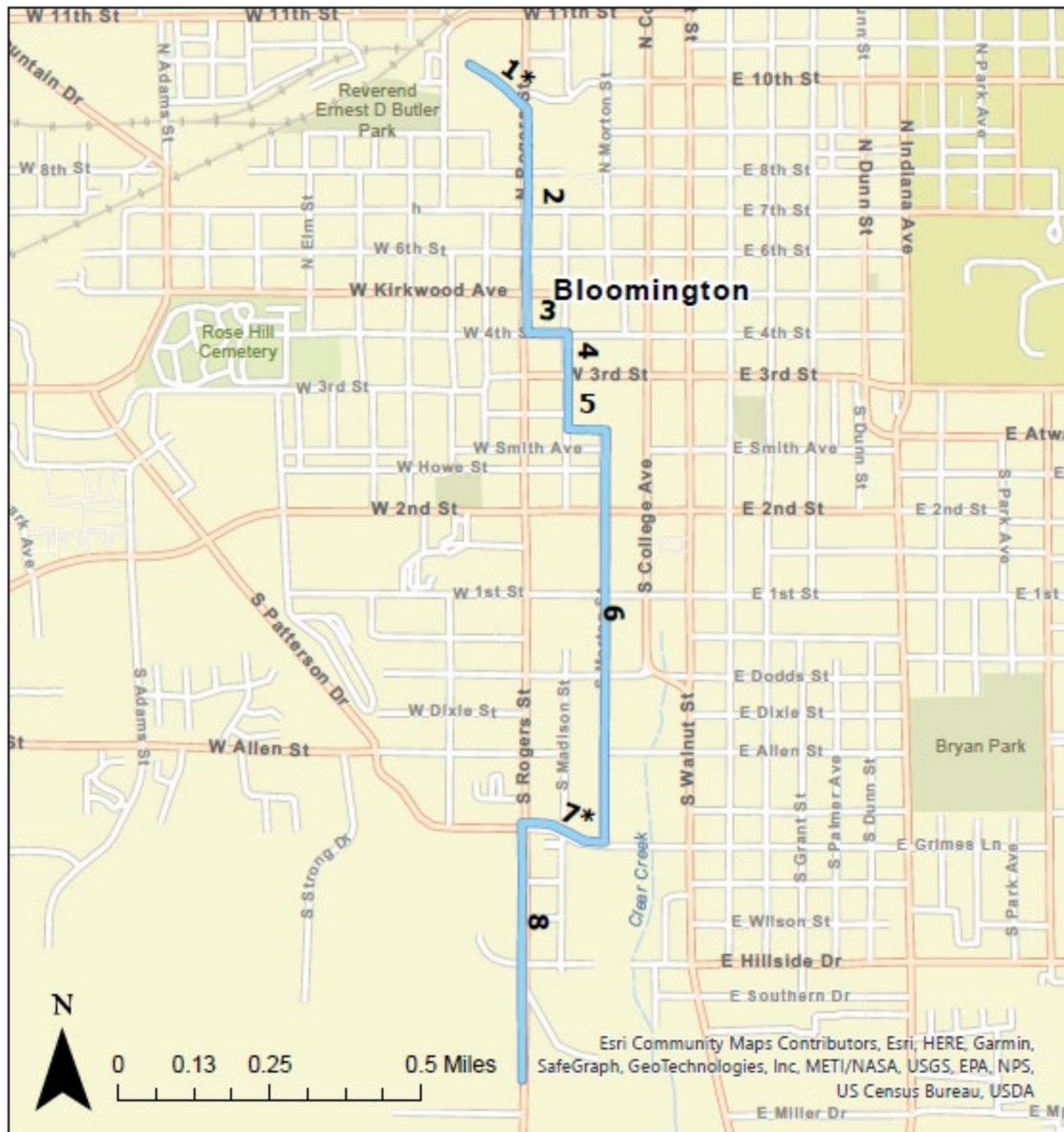
- Project webpage launched in early 2022: [Bloomington Reliability Project – Duke Energy \(duke-energy.com\)](https://www.duke-energy.com/bloomington-reliability-project)
- January 18, 2022: Phase 3 notification letter mailed to property owners and current tenants in the project area
- June 29, 2022: Phase 3 update postcard mailed notifying neighbors that the project schedule has shifted to 2023
- November 14, 2022:
 - Phase 3 - Update postcard mailed to property owners and tenants in the project area notifying them of upcoming work in 2023
 - Phase 2 – Notification letter mailed to property owners and tenants in the project area
- Vegetation management has communicated with all property owners, either in person or by phone. That communication included property owners with trees in City rights of way
- News release currently being prepared jointly with Duke Energy and City of Bloomington

The project will continue to be managed in coordination with Duke Energy and the City of Bloomington. Questions about the project can be directed to Dawn Brunk at dawn.brunk@duke-energy.com.

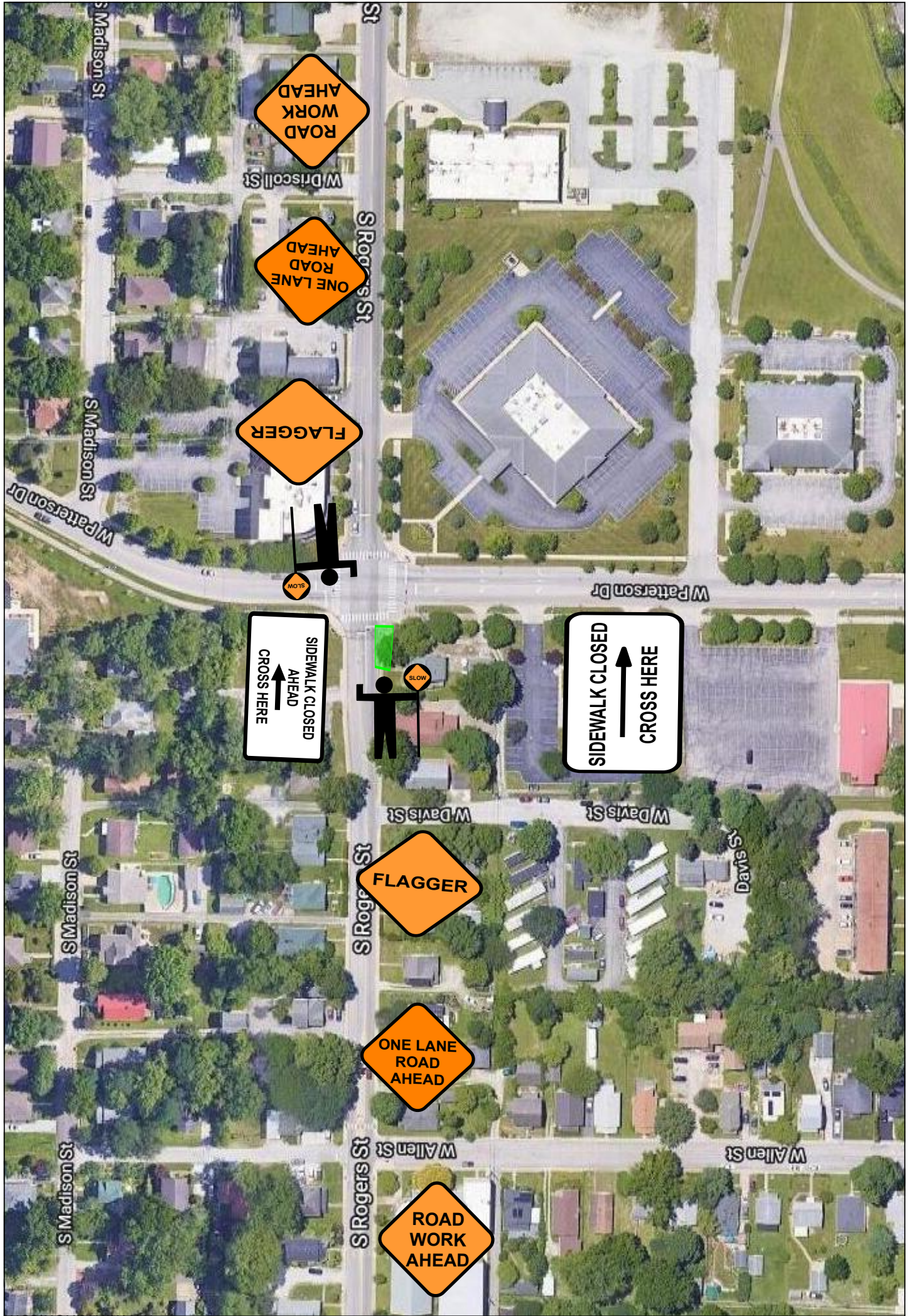
Sincerely,

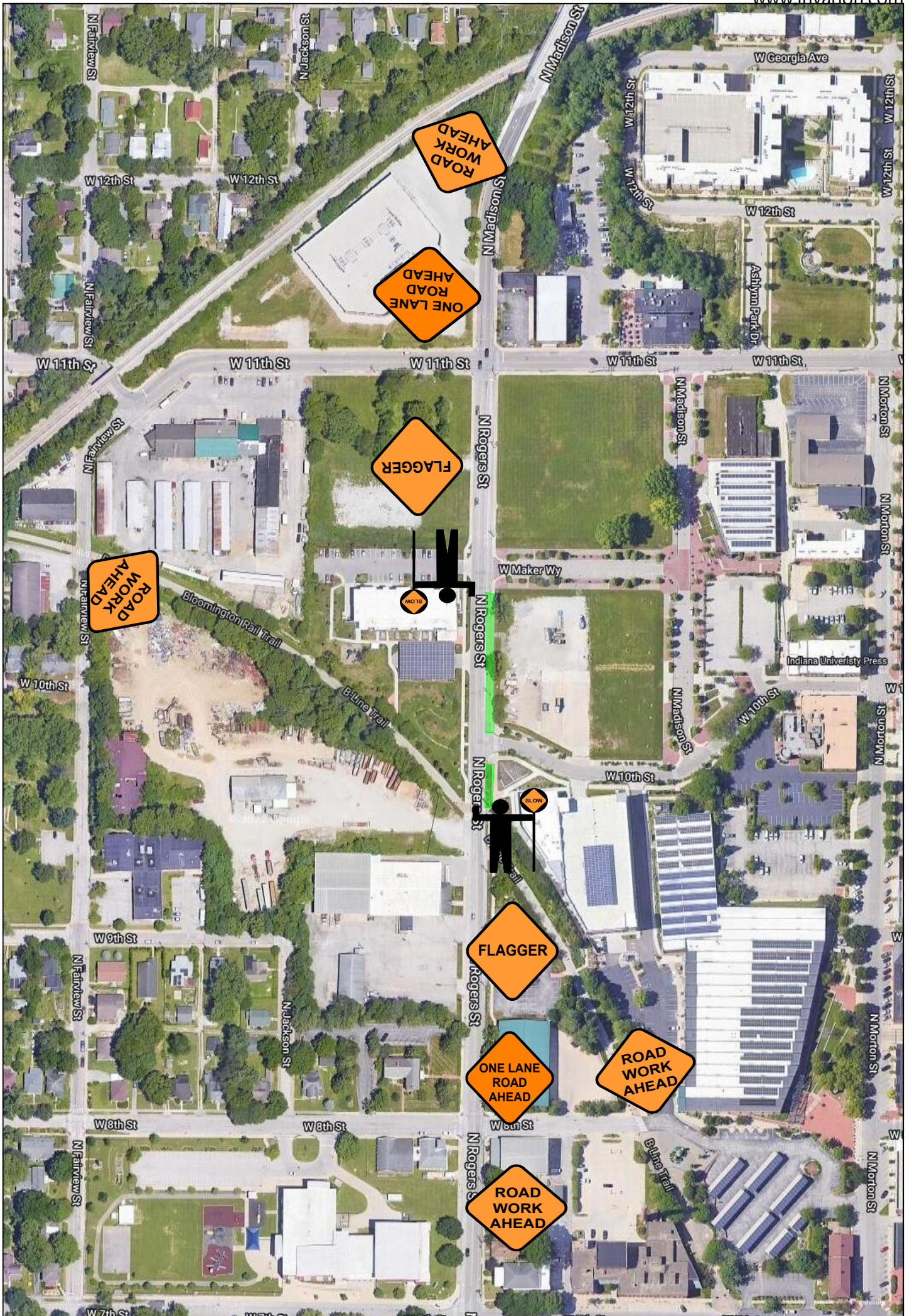
A handwritten signature in cursive script that reads "Dawn M. Brunk". The signature is written in black ink on a white background.

Dawn Brunk, Project Manager











CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

[X] ROW EXCAVATION [] ROW USE

ADDRESS OF ROW ACTIVITY: _____

Form with sections A through H: A. APPLICANT/AGENT INFORMATION, B. WORK DESCRIPTION, C. RIGHT OF WAY TO BE USED/CLOSED, D. TRAFFIC CONTROL DEVICES, E. METERED PARKING SPACES NEEDED, F. IS THIS A PROJECT?, G. EXCAVATIONS, H. INDEMNIFICATION AGREEMENT.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ [] BPW [] City Engineer [] Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Request from Renascent Inc. for a lane closure on W 1 st St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Chad Hammel, Renascent Inc.
Date:	December 20, 2022

Report: Renascent Inc is continuing their work on the demolition of the former IU Health Bloomington Hospital. They are requesting a westbound lane closure on W 1st St from Fairview to Rogers to safely demolish the south tower. The work will be taking place close to street. The closure will be in place from January 3 to January 13, 2023, and the closure will only be in place between 7am and 5pm.

Renascent has notified neighboring properties of the proposed work.



Indiana University Health

December 13, 2022

RE: 1st Street Road Closure
IU Health Legacy Bloomington Hospital Demolition

To our valued neighbors,

As part of the demolition of the IU Health Legacy Bloomington Hospital located at 601 West 2nd Street, Bloomington, Indiana, the closure of a portion of 1st Street west-bound lane, located west of Rogers Street is planned for January 3, 2023 through January 13, 2023.

The planned closure of a portion of 1st Street west-bound lane is necessary to allow for the demolition of the upper levels of the former hospital building that is in close proximity to 1st Street. The portion of 1st Street west-bound lane to be closed is highlighted below.



The work associated with the 1st Street west-bound lane closure is scheduled to occur between the hours of 7:00 am and 5:00 pm starting on January 3, 2023 through January 13, 2023. There will be no traffic restrictions on 1st Street between the hours of 5 pm through 7:00 am and there will be no traffic restrictions on 1st Street on Saturday (January 7, 2023) and Sunday (January 8, 2023).

IU Health has worked closely with our demolition contractor, Renascent, and the City of Bloomington Engineering Department to ensure the safety of our neighboring communities and businesses. As part of the planned 1st Street west-bound lane closure, detailed Maintenance of Traffic Plans have been prepared and submitted to the City of Bloomington Engineering Department that depict the location of the appropriate lane closure signage, traffic control devices, and flagging operations required to direct vehicular traffic through the work zone.

The 1st Street road closure and the building demolition will be performed by Renascent. The Renascent site contact for this work will be Chad Hammel. Mr. Hammel can be reached at 260-316-8234 for the duration of this work.

A City of Bloomington Board of Public Works Commission meeting is scheduled for December 20th at 5:30 pm to vote for final approval. The Board of Public Works Commission meeting can be attended virtually via Zoom or in person at the City Hall Council Chambers, Room 115, 401 N. Morton Street, Bloomington, IN.

A copy of the link to the Zoom meeting invite can be accessed at: <https://bloomington.in.gov/boards/public-works>



Indiana University Health

If you have any questions regarding the planned 1st Street west-bound land closure, please feel free to contact IU Health at scrinfo@iuhealth.org

We apologize for any inconvenience and appreciate your patience and understanding as we complete this critical component of the Project.

Thank you,

A handwritten signature in black ink that reads "Suzan Kallus / BW". The signature is written in a cursive style and is positioned above a horizontal line.

Suzan Kallus, AIA
Director of Design & Construction
IU Health South Central Region



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225
Toll-Free 844.321.DEMO (3366)
Office 317.783.1500 : Fax 317.783.4860
info@renascentinc.com : renascentinc.com

Date: December 13, 2022
To: City of Bloomington – Engineering Department
Subject: City of Bloomington Right-of-Way Permit Application
IU Health Bloomington Hospital Demolition and Site Clearing Project

Renascent Inc. (Renascent) has been retained by Indiana University Health (IUH) to perform the demolition and site clearing of the former IUH Bloomington Hospital located 601 West 2nd Street, Bloomington, Indiana. As part of this Project, Renascent will be completely demolishing the former IUH Hospital building, including the south tower that is in close proximity to first street. To enable us to safely raze the south wing of the hospital tower, Renascent is proposing to close the westbound lane of 1st Street from Rogers Street east to approximately Fairview Street.

IUH retained DLZ Indiana, LLC (DLZ) to prepare construction documents for the demolition of the IUH Bloomington Hospital Project. As part of the development of the contract documents, DLZ prepared Maintenance of Traffic plans for the proposed 1st Street Lane closure. IUH and DLZ met with staff from the City of Bloomington Engineering Department, Planning and Transportation Department, and the Utilities Department to discuss the City of Bloomington right-of-Way (ROW) permit requirements, maintenance of traffic requirements, site access concerns, and the City of Bloomington Municipal Code requirements.

Renascent has retained Indiana Sign and Barricade, Inc. to install the required traffic control devices and signage in accordance with the Maintenance of Traffic plans developed by DLZ. Renascent, Inc. will perform flagging operations. As noted above, since the proposed activities will require work within the City of Bloomington ROW and vehicle traffic restrictions, Renascent has prepared a City of Bloomington ROW Permit Application for review and approval by the City of Bloomington

To assist the City of Bloomington with the review of the ROW Permit Application, below is a summary of work to be performed with the City of Bloomington ROW.

1st Street Lane Closure (South Wing Demo)

- 1st Street Westbound lane closure (copy of the Maintenance of Traffic plans are attached)
- 1st Street lane closure duration: Tuesday (January 3rd) at 7:00 am through Friday (January 13th) at 5:00 pm.
- Work to occur between 7 AM and 5:00 PM, roadway will have flaggers during working hours, will be open during non-working hours.
- Renascent will set a crane with a large vertical mat along first street during work hours. The mat acts as a barricade for falling debris. This will keep all debris within the demolition limits.

- Once we get a substantial amount of debris on the ground, we will start the separation and hauling out process. This will not require flagging to occur but could happen during the January 3rd -13th time frame.
- We will get 2-3 bays North completely demoed and removed during the closure timeframe to give us room to work and separate material safely away from traffic on 1st Street.

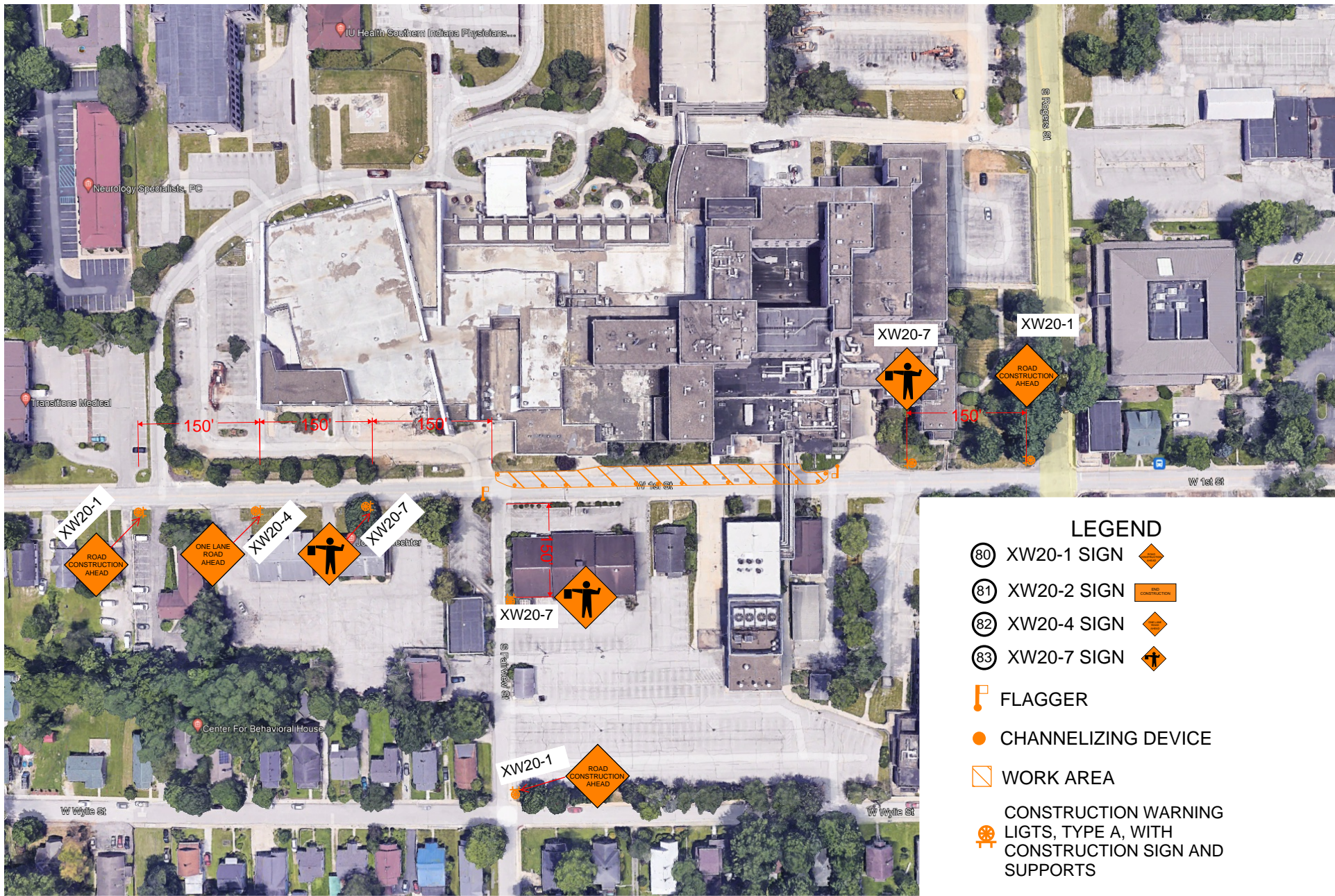
In preparation of the proposed 1st Street lane closure, IUH distributed a property notification letter to the neighboring residents along 1st Street and South Walker Street (between 1st Street and 2nd Street). The initial property notification letter distributed identified the proposed lane closure occurring between January 3rd and January 13th.

Attached is a copy of the following documents for your review:

- City of Bloomington ROW Permit Application
- Certificate of Insurance and Bonds
- Maintenance of Traffic Plans
- A copy of the Property Notification Letter



Chad Hammel
Project Manager
Renascent Inc.



LEGEND

- (80) XW20-1 SIGN
- (81) XW20-2 SIGN
- (82) XW20-4 SIGN
- (83) XW20-7 SIGN
- FLAGGER
- CHANNELIZING DEVICE
- WORK AREA
- CONSTRUCTION WARNING LIGHTS, TYPE A, WITH CONSTRUCTION SIGN AND SUPPORTS



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 601 W 2nd Street, Bloomington, IN 47403

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Chad Hammel</u>		<input checked="" type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD
E-MAIL: <u>chad@renascentinc.com</u>		<input type="checkbox"/> LIGHTED BARRELS	<input type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Renascent Inc.</u>		<input checked="" type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
ADDRESS: <u>935 W Troy Avenue</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Indianapolis, IN 46225</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: <u>Chad Hammel</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: <u>260-316-8234</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
INSURANCE #: <u>18728278</u> COMPANY: <u>Lockton Companies</u>		PROJECT NAME: _____	
BOND#: <u>7669495</u> COMPANY: _____ <small>Fidelity and Deposit Company of Maryland</small>		PROJECT #: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR. #: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: _____		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
(EXPLAIN): Lane Closure during regular working hours to create room for crane and equipment to help safely raze south wing until an area is sufficient for material stockpile. Flaggers to be used so no detour necessary		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>1st Street - Westbound Lane</u>		LINEAL FT OF BORE*: _____	
1ST INTERSECTING STREET NAME: <u>Rogers Street</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: <u>Fairview Street</u>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
START DATE: <u>1/03/2023</u> END DATE: <u>1/13/2023</u> # OF DAYS*: <u>9 Days</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Chad Hammel</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: 	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>12/12/2022</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>			
REQUESTED CLOSURE HOURS: 7:00 AM - 5:00 PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: Type text here BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Claim Register

Invoice Date Range 12/10/22 - 12/23/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund (S0101)											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 43430 - Animal Adoption Fees											
Ian Haithcoat	REFUND	01-refund adoption fee-feline-12/13/22	Paid by Check # 76575		12/13/2022	12/13/2022	12/23/2022		12/23/2022	75.00	
Spencer Lemen	REFUND LEMEN	01-refund adoption fee-11/28/22	Paid by Check # 76576		12/13/2022	12/13/2022	12/23/2022		12/23/2022	75.00	
									Account 43430 - Animal Adoption Fees Totals	Invoice Transactions 2	<u>\$150.00</u>
Account 52210 - Institutional Supplies											
4136 - C. Specialties, INC	10919	01-Leashes & Carriers	Paid by EFT # 50171		12/13/2022	12/13/2022	12/23/2022		12/23/2022	390.18	
4586 - Hill's Pet Nutrition Sales, INC	244010619	01-Dog & Cat Food	Paid by EFT # 50240		12/13/2022	12/13/2022	12/23/2022		12/23/2022	83.16	
4586 - Hill's Pet Nutrition Sales, INC	243946529	01-Dog & Cat Food	Paid by EFT # 50240		12/13/2022	12/13/2022	12/23/2022		12/23/2022	98.94	
4586 - Hill's Pet Nutrition Sales, INC	243894699	01-Dog & Cat Food	Paid by EFT # 50240		12/13/2022	12/13/2022	12/23/2022		12/23/2022	104.70	
4586 - Hill's Pet Nutrition Sales, INC	243894701	01-Dog & Cat Food	Paid by EFT # 50240		12/13/2022	12/13/2022	12/23/2022		12/23/2022	197.56	
4586 - Hill's Pet Nutrition Sales, INC	243946528	01-Dog & Cat Food	Paid by EFT # 50240		12/13/2022	12/13/2022	12/23/2022		12/23/2022	213.48	
4586 - Hill's Pet Nutrition Sales, INC	244010617	01-Dog & Cat Food	Paid by EFT # 50240		12/13/2022	12/13/2022	12/23/2022		12/23/2022	241.84	
4574 - John Deere Financial f.s.b. (Rural King)	115675	01-litter-50 40lb bags pellet bedding	Paid by Check # 76563		12/13/2022	12/13/2022	12/23/2022		12/23/2022	214.50	
4549 - Kroger Limited Partnership I	063808	01-Rabbit Food	Paid by Check # 76565		12/13/2022	12/13/2022	12/23/2022		12/23/2022	35.02	
4633 - Midwest Veterinary Supply, INC	18142678-050	01-Veterinary Supplies	Paid by EFT # 50298		12/13/2022	12/13/2022	12/23/2022		12/23/2022	20.99	
4633 - Midwest Veterinary Supply, INC	18142678-100	01-Veterinary Supplies	Paid by EFT # 50298		12/13/2022	12/13/2022	12/23/2022		12/23/2022	610.12	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 11	<u>\$2,210.49</u>
Account 52310 - Building Materials and Supplies											
313 - Fastenal Company	INBLM2229781	01-Cleaning Supplies	Paid by EFT # 50217		12/13/2022	12/13/2022	12/23/2022		12/23/2022	25.80	
313 - Fastenal Company	INBLM2229881	01-laundry detergent and trash liners	Paid by EFT # 50217		12/13/2022	12/13/2022	12/23/2022		12/23/2022	128.21	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2	<u>\$154.01</u>
Account 52420 - Other Supplies											
5819 - Synchrony Bank	437966874458	01-Battery For Radio	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	57.00	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$57.00</u>



Board of Public Works Claim Register

Invoice Date Range 12/10/22 - 12/23/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52430 - Uniforms and Tools										
4447 - Municipal Emergency Services, INC	IN1771245	01-Uniform Scrubs	Paid by EFT # 50307		12/13/2022	12/13/2022	12/23/2022		12/23/2022	65.67
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>65.67</u>
Account 53130 - Medical										
6529 - BloomingPaws, LLC	280590	01-Spay/Neuter	Paid by EFT # 50154		12/13/2022	12/13/2022	12/23/2022		12/23/2022	924.43
54639 - Shake Veterinary Services, INC (Town & Country Vet)	187674	01-Spay/Neuter & Other Surgeries	Paid by EFT # 50357		12/13/2022	12/13/2022	12/23/2022		12/23/2022	836.81
								Account 53130 - Medical Totals	Invoice Transactions 2	<u>\$1,761.24</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	260.48
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	250.06
								Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$510.54</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	257471	01-hotel for training-Neal-10/31-11/1/22	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	267.30
3560 - First Financial Bank / Credit Cards	257472	01-hotel for training-Mayfield-10/30-11/1/22	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	267.30
								Account 53230 - Travel Totals	Invoice Transactions 2	<u>\$534.60</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000272121122	02-Facilities Summary Billing Electric bill-10/04-11/1/22	Paid by Check # 76543		12/12/2022	12/12/2022	12/12/2022		12/12/2022	1,848.53
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,848.53</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	143129ES	06-City Fac.-Natural Gas Commodity-Nov 2022 management fee	Paid by EFT # 50116		12/12/2022	12/12/2022	12/12/2022		12/12/2022	382.07
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$382.07</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C011991	01-SA Fall 2022 PM Quarterly Maintenance @ ACC	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,129.06



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Fund 101 - General Fund (S0101)											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	W85314	01-SA Repair of drain in Kennel Room D @ ACC	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	605.83	
1537 - Indiana Door & Hardware Specialties, INC	8860AA	01-SA New entry lock for ACC Director's office	Paid by Check # 76558		12/13/2022	12/13/2022	12/23/2022		12/23/2022	253.00	
									Account 53610 - Building Repairs Totals	Invoice Transactions 3	<u>\$3,987.89</u>
Account 53990 - Other Services and Charges											
4045 - Datamars, INC	784125	01-Microchip Registrations	Paid by EFT # 50199		12/13/2022	12/13/2022	12/23/2022		12/23/2022	19.98	
231 - IU Health OCC Health Services	00137702-00	01-Hearing Tests-employees-10/11/22	Paid by EFT # 50262		12/13/2022	12/13/2022	12/23/2022		12/23/2022	481.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$500.98</u>
									Program 010000 - Main Totals	Invoice Transactions 30	<u>\$12,163.02</u>
Program 010001 - Donations Over \$5K											
Account 52210 - Institutional Supplies											
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	6101006149	01-insulin	Paid by EFT # 50160		12/13/2022	12/13/2022	12/23/2022		12/23/2022	183.92	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$183.92</u>
Account 53130 - Medical											
6529 - BloomingPaws, LLC	281169	01-Diagnostics, Surgeries & Other Vet Services	Paid by EFT # 50154		12/13/2022	12/13/2022	12/23/2022		12/23/2022	159.61	
									Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$159.61</u>
									Program 010001 - Donations Over \$5K Totals	Invoice Transactions 2	<u>\$343.53</u>
									Department 01 - Animal Shelter Totals	Invoice Transactions 32	<u>\$12,506.55</u>
Department 02 - Public Works											
Program 020000 - Main											
Account 52110 - Office Supplies											
5819 - Synchrony Bank	996787749968	02-Pens for the Atrium	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	31.59	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$31.59</u>
Account 52420 - Other Supplies											
5819 - Synchrony Bank	674449943394	02 Replacement Spray Nozzle for Sanitation Pressure Washer	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	26.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$26.99</u>



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Fund 101 - General Fund (S0101)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	91558277	02-Leadership Academy Program for Adam Wason	Paid by Check # 76560		12/13/2022	12/13/2022	12/23/2022		12/23/2022	6,000.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$6,000.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	125.07
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	125.10
								Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$250.17</u>
Account 53420 - Worker's Comp & Risk										
1847 - Hylant of Indianapolis, LLC	361921	10-Renewal of Workers Comp-Excess Effective -1/1/23	Paid by EFT # 50246		12/13/2022	12/13/2022	12/23/2022		12/23/2022	38,320.00
								Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$38,320.00</u>
Account 53990 - Other Services and Charges										
53442 - Paragon Micro, INC	S3400920	02-Adobe Upgrade for PW Admin Staff	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,469.97
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$1,469.97</u>
								Program 020000 - Main Totals	Invoice Transactions 7	<u>\$46,098.72</u>
								Department 02 - Public Works Totals	Invoice Transactions 7	<u>\$46,098.72</u>
Department 03 - City Clerk										
Program 030000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3560 - First Financial Bank / Credit Cards	10-14-22	03-VEF conference refund	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	(225.00)
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1	<u>(\$225.00)</u>
Account 53230 - Travel										
5461 - Nicole Bolden	12-6-2022	03-Travel Reimb. for AIM Idea Summit 11/2 - 11/4	Paid by EFT # 50161		12/13/2022	12/13/2022	12/23/2022		12/23/2022	155.38
5461 - Nicole Bolden	12-6-2022 - DC	03-Travel Reimb. for Victory Conf. 12/1 - 12/4 (Wash DC)	Paid by EFT # 50161		12/13/2022	12/13/2022	12/23/2022		12/23/2022	524.21



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Fund 101 - General Fund (S0101)										
Department 03 - City Clerk										
Program 030000 - Main										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	11/01/2022	03-Aim Ideas Summit Bolden - French Lick Resort Hotel	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	447.00
								Account 53230 - Travel Totals	Invoice Transactions 3	<u>\$1,126.59</u>
Account 53310 - Printing										
6309 - CivicPlus, LLC	248357	03-SUPPLEMENT 42, UPDATE 2 - TO THE CODE OF ORDINANCES	Paid by EFT # 50185		12/13/2022	12/13/2022	12/23/2022		12/23/2022	190.00
								Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$190.00</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2747-7284	03-Otter subscription	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	99.99
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$99.99</u>
								Program 030000 - Main Totals	Invoice Transactions 6	<u>\$1,191.58</u>
								Department 03 - City Clerk Totals	Invoice Transactions 6	<u>\$1,191.58</u>
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	278977299001	04: Misc office supplies	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	12.05
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-56133	04: Additional Decals for Towing Licenses	Paid by EFT # 50341		12/13/2022	12/13/2022	12/23/2022		12/23/2022	55.51
								Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$67.56</u>
Account 52420 - Other Supplies										
8043 - Stephen Carlsgaard (Roses Midwest Art Gallery)	010	04: Artist Party - DJ Performance	Paid by EFT # 50173		12/13/2022	12/13/2022	12/23/2022		12/23/2022	200.00
4583 - Jean B Smiths (Bikesmiths)	220000199356	04: Bike supplies and parts for TDM	Paid by EFT # 50364		12/13/2022	12/13/2022	12/23/2022		12/23/2022	11.49
5103 - Staples Contract & Commercial, INC	3523354006	04-Team Supplies - TDM banner	Paid by EFT # 50373		12/13/2022	12/13/2022	12/23/2022		12/23/2022	86.41
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$297.90</u>
Account 53230 - Travel										
5815 - Pierre A J Crowley	111022	04: Travel Reimbursement - Alex Crowley Palo Alto	Paid by EFT # 50196		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,449.06
8368 - Holly Warren	11022PaloAlto	04: Travel Reimbursement - Holly Warren - Palo Alto	Paid by EFT # 50406		12/13/2022	12/13/2022	12/23/2022		12/23/2022	557.34
								Account 53230 - Travel Totals	Invoice Transactions 2	<u>\$2,006.40</u>



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-17297ESD	04: Business Cards for Andrea de la Rosa	Paid by EFT # 50297		12/13/2022	12/13/2022	12/23/2022		12/23/2022	63.72
							Account 53310 - Printing Totals		Invoice Transactions 1	<u>63.72</u>
Account 53320 - Advertising										
905 - Convention And Visitors Bureau Of Monroe County	4533	04: Visit Bloomington BEAD ad	Paid by EFT # 50192		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,000.00
							Account 53320 - Advertising Totals		Invoice Transactions 1	<u>1,000.00</u>
Account 53910 - Dues and Subscriptions										
8051 - Community Climate Solutions	332	04: Custom photos for Zero In Bloomington	Paid by EFT # 50190		12/13/2022	12/13/2022	12/23/2022		12/23/2022	700.00
3560 - First Financial Bank / Credit Cards	MC12724441	04: MailChimp Monthly Subscription - Nov 2022	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	17.00
53442 - Paragon Micro, INC	S3399026	04: Adobe Acrobat Pro 2020 (1 license)	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	489.99
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 3	<u>1,206.99</u>
Account 53940 - Temporary Contractual Employee										
203 - INDIANA UNIVERSITY	91477703	04: 2022-2023 WS Chgs-Rivas, Roth & Tarricone	Paid by Check # 76559		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4,875.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1	<u>4,875.00</u>
Account 53960 - Grants										
1344 - Community Foundation Of Bloomington & Monroe Count	GRANT-110322	04: ESD Grant to CFBMC for Early Childcare Education	Paid by EFT # 50191		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100,000.00
7533 - Raheem T R Elmore (III Advised Art Company)	GRANT-111822	04: BAC Emerging Artists Grant - Raheem Elmore (III Advised Art)	Paid by EFT # 50210		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,000.00
8471 - Sarah J Slover	GRANT-111822	04: BAC Emerging Artists Grant - Sarah Slover	Paid by EFT # 50363		12/13/2022	12/13/2022	12/23/2022		12/23/2022	500.00
8464 - Emily Clark Zarse	GRANT-111822	04: BAC Emerging Artists Grant - Emily Zarse	Paid by EFT # 50420		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,000.00
							Account 53960 - Grants Totals		Invoice Transactions 4	<u>\$104,500.00</u>
Account 53970 - Mayor's Promotion of Business										
8352 - Association For Commuter Transportation	22110397	04: Membership renewal to ACT-Jackson & Crowley	Paid by EFT # 50137		12/13/2022	12/13/2022	12/23/2022		12/23/2022	575.00



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53970 - Mayor's Promotion of Business										
3404 - J.R. Watkins & Family, INC (Signs Now)	16843	04: Go Bloomington artwork for bicycles	Paid by EFT # 50263		12/13/2022	12/13/2022	12/23/2022		12/23/2022	264.24
								Account 53970 - Mayor's Promotion of Business Totals	Invoice Transactions 2	<u>\$839.24</u>
Account 53990 - Other Services and Charges										
6515 - Green Camino, INC (Earthkeepers)	1500	04: City Operations Composting (City Hall, etc.)	Paid by EFT # 50231		12/13/2022	12/13/2022	12/23/2022		12/23/2022	390.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	271068	04: Notary Public Surety Bond for Susan Coates	Paid by EFT # 50321		12/13/2022	12/13/2022	12/23/2022		12/23/2022	75.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$465.00</u>
								Program 040000 - Main Totals	Invoice Transactions 21	<u>\$115,321.81</u>
Program 04RCVR - Recover Foward										
Account 53960 - Grants										
818 - Everywhere Signs, LLC	58667	04: BCT Marquee Repair (Centennial Support)	Paid by EFT # 50215		12/13/2022	12/13/2022	12/23/2022		12/23/2022	14,800.00
								Account 53960 - Grants Totals	Invoice Transactions 1	<u>\$14,800.00</u>
								Program 04RCVR - Recover Foward Totals	Invoice Transactions 1	<u>\$14,800.00</u>
Program 04WALD - Waldron Arts Center										
Account 53610 - Building Repairs										
1537 - Indiana Door & Hardware Specialties, INC	8791AA	04: Window Repair at Waldron	Paid by Check # 76558		12/13/2022	12/13/2022	12/23/2022		12/23/2022	781.88
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$781.88</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	5859	04: Constellation Stage - Reimbursement for Alcohol Permit	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,002.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$1,002.00</u>
								Program 04WALD - Waldron Arts Center Totals	Invoice Transactions 2	<u>\$1,783.88</u>
								Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 24	<u>\$131,905.69</u>



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Fund 101 - General Fund (S0101)											
Department 05 - Common Council											
Program 050000 - Main											
Account 53910 - Dues and Subscriptions											
8465 - Ash Olli Kulak	162803712	05 - Annual Attorney Registration Fee - Kulak	Paid by EFT # 50278		12/13/2022	12/13/2022	12/23/2022		12/23/2022	180.00	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$180.00</u>
Account 53940 - Temporary Contractual Employee											
203 - INDIANA UNIVERSITY	91477619	05- IU Work Study - Alyssa Tomins-2022-2023 WS Chgs	Paid by Check # 76559		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,625.00	
								Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1	<u>\$1,625.00</u>
								Program 050000 - Main Totals		Invoice Transactions 2	<u>\$1,805.00</u>
								Department 05 - Common Council Totals		Invoice Transactions 2	<u>\$1,805.00</u>
Department 06 - Controller's Office											
Program 060000 - Main											
Account 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	3524014358	06-Legl pads, tape, calendar and pens	Paid by EFT # 50373		12/13/2022	12/13/2022	12/23/2022		12/23/2022	76.54	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$76.54</u>
Account 52420 - Other Supplies											
15674 - Nick's English Hut	8917	10-Catering service for Boards and Commissions meeting 9/29 & 9	Paid by EFT # 50313		12/13/2022	12/13/2022	12/23/2022		12/23/2022	156.90	
15674 - Nick's English Hut	8970	10-Catering service for Boards and Commissions meeting 9/29 & 9	Paid by EFT # 50313		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,744.04	
8002 - Safeguard Business Systems, INC	035208095	06-Check reorder (Qty 10,000)	Paid by EFT # 50348		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,042.91	
								Account 52420 - Other Supplies Totals		Invoice Transactions 3	<u>\$2,943.85</u>
Account 53320 - Advertising											
6891 - Gatehouse Media Indiana Holdings	0005088037	06-Public Notice for Add App 22-05 ran 11/22/22	Paid by EFT # 50222		12/13/2022	12/13/2022	12/23/2022		12/23/2022	115.92	
								Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$115.92</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	INV31201686	06-2023 Membership Dues for J Underwood (AICPA)	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	599.00	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$599.00</u>
								Program 060000 - Main Totals		Invoice Transactions 6	<u>\$3,735.31</u>



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Fund 101 - General Fund (S0101)											
Department 06 - Controller's Office Totals											
									Invoice Transactions	6	\$3,735.31
Department 07 - Engineering											
Program 070000 - Main											
Account 52110 - Office Supplies											
5819 - Synchrony Bank	884668758446	07-Amazon Order-File Organizer	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	29.98	
Account 52110 - Office Supplies Totals											
									Invoice Transactions	1	\$29.98
Account 52420 - Other Supplies											
5099 - Office Three Sixty, INC	2427631	07-Hon Office Chair HIWMM (Jason Kerr) INV#2427631	Paid by EFT # 50320		12/13/2022	12/13/2022	12/23/2022		12/23/2022	413.68	
Account 52420 - Other Supplies Totals											
									Invoice Transactions	1	\$413.68
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	1020819	07-ITE Membership Annual dues (Andrew Cibor) ID#1020819	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	335.00	
3560 - First Financial Bank / Credit Cards	1023305	07-ITE Membership Annual dues (Neil Kopper) ID#1023305	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	335.00	
Account 53910 - Dues and Subscriptions Totals											
									Invoice Transactions	2	\$670.00
Account 53990 - Other Services and Charges											
399 - American Structurepoint, INC	157317	07-On-Call Signal Timing (Traffic Engineering Services)- Oct 2022	Paid by EFT # 50131		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,022.77	
1999 - CMS Communications, INC	2208377-IN	07-Nortel Desk Phone (Jason Kerr)	Paid by EFT # 50188		12/13/2022	12/13/2022	12/23/2022		12/23/2022	154.04	
3560 - First Financial Bank / Credit Cards	980751	07-doxpop Subscription for Public Records Access 11/13 #980751	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	15.00	
5819 - Synchrony Bank	668949436838	07-Amazon order_Jabra Headset (Alex Gray)	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	85.49	
Account 53990 - Other Services and Charges Totals											
									Invoice Transactions	4	\$1,277.30
Account 54310 - Improvements Other Than Building											
8056 - Sewah Studios, INC	42847	07-Historic sign(Legg House--Atwater & Henderson Intersection)	Paid by EFT # 50356		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,240.00	
Account 54310 - Improvements Other Than Building Totals											
									Invoice Transactions	1	\$2,240.00
Program 070000 - Main Totals											
									Invoice Transactions	9	\$4,630.96
Department 07 - Engineering Totals											
									Invoice Transactions	9	\$4,630.96



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Fund 101 - General Fund (S0101)											
Department 09 - CFRD											
Program 090000 - Main											
Account 53160 - Instruction											
199 - Monroe County Government	12-16-2022	09-Space Rental for CFRD Staff Retreat	Paid by EFT # 50302		12/13/2022	12/13/2022	12/23/2022		12/23/2022	200.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$200.00</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	November 28, 22	09-Constant Contact Annual Subscription Payment	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	87.50	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$87.50</u>
Account 53960 - Grants											
12346 - Global Equipment CO., INC (Global Industrial)	119854046	09-Sharps Containers	Paid by EFT # 50224		12/13/2022	12/13/2022	12/23/2022		12/23/2022	413.70	
3164 - New Hope Family Shelter, INC	DOTGRANT-2022	09-2022 DTO Grant - New Hope for Families	Paid by EFT # 50310		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,000.00	
								Account 53960 - Grants Totals		Invoice Transactions 2	<u>\$1,413.70</u>
								Program 090000 - Main Totals		Invoice Transactions 4	<u>\$1,701.20</u>
								Department 09 - CFRD Totals		Invoice Transactions 4	<u>\$1,701.20</u>
Department 10 - Legal											
Program 100000 - Main											
Account 53120 - Special Legal Services											
50587 - Barnes & Thornburg LLP	3024144	10- legal services- Convention Center Expansion-Oct 2022	Paid by EFT # 50145		12/13/2022	12/13/2022	12/23/2022		12/23/2022	7,285.50	
19660 - Bose McKinney & Evans, LLP	839069	10-legal services Bose	Paid by EFT # 50163		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,000.00	
19660 - Bose McKinney & Evans, LLP	839352	10-legal services annexation-Nov 2022	Paid by EFT # 50163		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,036.40	
19660 - Bose McKinney & Evans, LLP	839353	10-legal services- Beverage Permit-Civic Center-Nov 2022	Paid by EFT # 50163		12/13/2022	12/13/2022	12/23/2022		12/23/2022	385.00	
								Account 53120 - Special Legal Services Totals		Invoice Transactions 4	<u>\$12,706.90</u>
Account 53160 - Instruction											
6738 - JER HR Group, LLC (Training Network)	IN-23864	10-training Risk videos	Paid by EFT # 50264		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,859.51	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$2,859.51</u>
Account 53320 - Advertising											
6712 - YourMembership.com, INC	R60695389	10-advertising HRC attorney position	Paid by EFT # 50419		12/13/2022	12/13/2022	12/23/2022		12/23/2022	399.00	
								Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$399.00</u>
								Program 100000 - Main Totals		Invoice Transactions 6	<u>\$15,965.41</u>



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Fund 101 - General Fund (S0101)											
Department 10 - Legal											
Program 101000 - Human Rights											
Account 52420 - Other Supplies											
732 - Barbara E McKinney	11729202	10-prize for contest, Wonderlab passes (45)	Paid by EFT # 50295		12/13/2022	12/13/2022	12/23/2022		12/23/2022	345.00	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$345.00</u>
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	111822	10-FFB ICLEF training for Brittingham	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	325.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$325.00</u>
								Program 101000 - Human Rights Totals		Invoice Transactions 2	<u>\$670.00</u>
								Department 10 - Legal Totals		Invoice Transactions 8	<u>\$16,635.41</u>
Department 11 - Mayor's Office											
Program 110000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872874302161022	06-cell phone chgs 9/12-10/11/22-Inv. 287287430216X10192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	114.36	
13969 - AT&T Mobility II, LLC	2872874302161122	06-cell phone chgs 10/12-11/11/22-Inv. 287287430216X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	114.36	
								Account 53210 - Telephone Totals		Invoice Transactions 2	<u>\$228.72</u>
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	329/NKJ	11 -SCUSA- Hotel- DG	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	656.01	
3560 - First Financial Bank / Credit Cards	212/NKJX	11 -SCUSA-Hotel-JH	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	874.68	
3560 - First Financial Bank / Credit Cards	136/NKJ	11 -SCUSA-hotel-KG	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	441.34	
								Account 53230 - Travel Totals		Invoice Transactions 3	<u>\$1,972.03</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	H7U85/4	11 -Castr live streaming	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	14.99	
3560 - First Financial Bank / Credit Cards	7A1CE4A7-0002	11 -Email Svc Comms Media List-CoB	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	30.00	
3560 - First Financial Bank / Credit Cards	DC22071A-0003	11 -filecamp- cllab digital asset mgmt	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	13.38	
3560 - First Financial Bank / Credit Cards	C-2022-1332163	11 -freepik/flaticon-digital photo needs	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	24.00	
3560 - First Financial Bank / Credit Cards	5051844289	11 -Indiana Latino Expo Tickets gala x2	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	321.52	



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	TC0439913881	11 -rev transcription svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	7.50
3560 - First Financial Bank / Credit Cards	TC0613663034	11 -rev transcription svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1.50
3560 - First Financial Bank / Credit Cards	TC0205371185	11 -rev transcription svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	6.00
3560 - First Financial Bank / Credit Cards	334508650270	11 -Sendible- yearly Fee- Soc Med Manageing svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,910.40
3560 - First Financial Bank / Credit Cards	1645223	11 -sendinblue digital newsletter platform	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	11.40
3560 - First Financial Bank / Credit Cards	1660959	11 -sendinblue digital newsletter platform	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	73.61
3560 - First Financial Bank / Credit Cards	VP_K2WJL7LX	11 -Sendible- yearly Fee- Soc Med Manageing svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	80.48
3560 - First Financial Bank / Credit Cards	CGQJZHKT2	11 -FB Community engagement boosts	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	144.99
3560 - First Financial Bank / Credit Cards	132985235	11 -Creative Market platform- digital needs	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	29.95
3560 - First Financial Bank / Credit Cards	7241211830300	11 -United- Flight Changes	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	118.53
3560 - First Financial Bank / Credit Cards	12286279	11 -Lucid- Org charts for CoB	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9.95
3560 - First Financial Bank / Credit Cards	TC0395531244	11 -rev transcription svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3.00
3560 - First Financial Bank / Credit Cards	TC0004734839	11 -rev transcription svc	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3.00
4549 - Kroger Limited Partnership I	120322	11 -Cabinet retreat snacks and beverages	Paid by Check # 76565		12/13/2022	12/13/2022	12/23/2022		12/23/2022	76.04
6530 - Office Depot, INC	280011499001	11 -white board cleaner- ilab	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5.41
6530 - Office Depot, INC	280011500001	11 -TP for ilab	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	38.69
6530 - Office Depot, INC	275833616001	11 -toner	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	147.78
53442 - Paragon Micro, INC	S4110320	11 -Paragon Micro-Innovation Data Source	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9.16
5819 - Synchrony Bank	PSyqtLFvzgsS	11 -meeting OWL for ilab	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,049.00
11693 - The Award Center, INC	61359	11 -Plaque for Plaza dedication	Paid by EFT # 50388		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,407.00



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 25	\$6,537.28
							Program 110000 - Main Totals		Invoice Transactions 30	\$8,738.03
							Department 11 - Mayor's Office Totals		Invoice Transactions 30	\$8,738.03
Department 12 - Human Resources										
Program 120000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	278587860001	12-printer ink toner	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022	12/23/2022		147.78
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$147.78
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005088231	12-HT Job Ads-Nov 2022	Paid by EFT # 50222		12/13/2022	12/13/2022	12/23/2022	12/23/2022		409.26
4579 - IBJ Corporation (Indiana Lawyer)	91455755	12-Online Job Ad-8/1 & 9/1/22	Paid by EFT # 50247		12/13/2022	12/13/2022	12/23/2022	12/23/2022		500.00
							Account 53320 - Advertising Totals		Invoice Transactions 2	\$909.26
Account 53990 - Other Services and Charges										
6309 - CivicPlus, LLC	244734	12-CivCHR Subscription -12/22/22-12/21/23	Paid by EFT # 50185		12/13/2022	12/13/2022	12/23/2022	12/23/2022		5,782.34
3560 - First Financial Bank / Credit Cards	CS1623735	12-SHRM Membership - Emily Pierson	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022	12/23/2022		229.00
7268 - Raftelis Financial Consultants, INC	26000	12-Org Assessment for Parks and Rec Dept	Paid by EFT # 50338		12/13/2022	12/13/2022	12/23/2022	12/23/2022		6,947.00
6099 - Safe Hiring Solutions	337098	12-out of state background check	Paid by EFT # 50347		12/13/2022	12/13/2022	12/23/2022	12/23/2022		80.40
6943 - Joseph W Ubben (Breakaway Performance Group, LLC)	429	12-Consultation Services	Paid by EFT # 50398		12/13/2022	12/13/2022	12/23/2022	12/23/2022		250.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 5	\$13,288.74
							Program 120000 - Main Totals		Invoice Transactions 8	\$14,345.78
							Department 12 - Human Resources Totals		Invoice Transactions 8	\$14,345.78
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2444978	13 - Paper Towels	Paid by EFT # 50320		12/13/2022	12/13/2022	12/23/2022	12/23/2022		35.35
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$35.35
Account 53940 - Temporary Contractual Employee										
203 - INDIANA UNIVERSITY	91477933	13 - Intern Charges Keeley; Wiley	Paid by Check # 76559		12/13/2022	12/13/2022	12/23/2022	12/23/2022		3,250.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1	\$3,250.00
							Program 130000 - Main Totals		Invoice Transactions 2	\$3,285.35
							Department 13 - Planning Totals		Invoice Transactions 2	\$3,285.35



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Fund 101 - General Fund (S0101)											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52310 - Building Materials and Supplies											
321 - Harrell Fish, INC (HFI)	W85372	19-SA Billing cost for Merv 13 and Merv 8 Filters	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5,118.21	
395 - Kirby Risk Corp	S112287456.001	19-Light bulbs for stock- Facilities	Paid by EFT # 50273		12/13/2022	12/13/2022	12/23/2022		12/23/2022	108.60	
394 - Kleindorfer Hardware & Variety	739926	19-bit set, LED bulbs, toilet papaer, notched travel, etc	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	119.25	
394 - Kleindorfer Hardware & Variety	748684	19-Stretch wrap,keyed locks, screws,LED bulbs,mop,Bulb extractor	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	190.64	
5819 - Synchrony Bank	UFjPahzqVvkV	19 Replacement bulbs for Holiday Decor City Hall	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	34.00	
5819 - Synchrony Bank	eXSMVAccTdJM	19 Desk Grommets for Replacement at City Facilities	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	12.19	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 6	<u>\$5,582.89</u>
Account 52430 - Uniforms and Tools											
19171 - Aramark Uniform & Career Apparel Group, INC	4080036873	19- Uniforms for Facility Employees for 11/24/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	30.84	
19171 - Aramark Uniform & Career Apparel Group, INC	4080039244	19- Uniforms for Flake and Smith -12/8/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	30.84	
1548 - Safety Shoe Distributors, INC	I200-21059588	19- Safety Shoes for B Wallock and R Flake	Paid by EFT # 50349		12/13/2022	12/13/2022	12/23/2022		12/23/2022	294.99	
1548 - Safety Shoe Distributors, INC	I200-21059600	19-Safety boots for J. Boruff	Paid by EFT # 50349		12/13/2022	12/13/2022	12/23/2022		12/23/2022	192.98	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 4	<u>\$549.65</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	166.76	
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	166.80	
									Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$333.56</u>



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Fund 101 - General Fund (S0101)											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 53510 - Electrical Services											
223 - Duke Energy	9300000272121122	02-Facilities Summary Billing Electric bill-10/04-11/1/22	Paid by Check # 76543		12/12/2022	12/12/2022	12/12/2022		12/12/2022	13,767.32	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$13,767.32</u>
Account 53610 - Building Repairs											
4483 - City Lawn Corporation	21177	19-SA Mowing @ 2541 W 3rd St 11/8/22	Paid by EFT # 50184		12/13/2022	12/13/2022	12/23/2022		12/23/2022	52.50	
4483 - City Lawn Corporation	21162	19-SA Mowing and Leafing for City Hall for November 2022	Paid by EFT # 50184		12/13/2022	12/13/2022	12/23/2022		12/23/2022	766.50	
21104 - Cummins Crosspoint, LLC	N8-29138	19-SA Replace and install new air filter & battery on generator	Paid by EFT # 50197		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,622.52	
321 - Harrell Fish, INC (HFI)	W84877	19-SA Replaced Contactors on Boiler & Makeup Unit @ CH	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,325.04	
321 - Harrell Fish, INC (HFI)	W84613A	16-SA Installation of bottle filling station @ Sanitation garage	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,311.85	
321 - Harrell Fish, INC (HFI)	W85310	19-SA Water leak in Mechanical Room	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,929.61	
321 - Harrell Fish, INC (HFI)	C012094	19-SA Quarterly Planned Maintenance @ City Hall-Dec 2022	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,027.00	
7402 - Nature's Way, INC	58714	19-SA Monthly Maintenance Billing-December 2022	Paid by EFT # 50309		12/13/2022	12/13/2022	12/23/2022		12/23/2022	353.43	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-117159	19- Cleaning Services at Animal Care & Control for November 2022	Paid by EFT # 50370		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,391.26	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-117161	19- Cleaning Services at City Hall for November 2022	Paid by EFT # 50370		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10,615.82	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-117163	19- Cleaning Services at Fleet Maint. Garage for November 2022	Paid by EFT # 50370		12/13/2022	12/13/2022	12/23/2022		12/23/2022	892.80	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-117165	19- Cleaning Services at Sanitation for November 2022	Paid by EFT # 50370		12/13/2022	12/13/2022	12/23/2022		12/23/2022	852.66	



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Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-117166	19- Cleaning Services at Street/Traffic Dept. for November 2022	Paid by EFT # 50370		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,369.98
								Account 53610 - Building Repairs Totals	Invoice Transactions 13	<u>\$26,510.97</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	32585689	19-Paver Base, Paver Sand, River Rock , and Sand	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100.28
60 - Monroe County Solid Waste Management District	2022-31	19-Disposal of Fluorescent Tubes, U-tubes, Non-PCB Ballasts	Paid by Check # 76566		12/13/2022	12/13/2022	12/23/2022		12/23/2022	66.65
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$166.93</u>
								Program 190000 - Main Totals	Invoice Transactions 28	<u>\$46,911.32</u>
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 28	<u>\$46,911.32</u>
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
3560 - First Financial Bank / Credit Cards	940350380232	28 - FedEx for BlackMagic RMA	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	21.35
6530 - Office Depot, INC	269915998001	28 - Computer Paper 30 boxes	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,200.00
								Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$1,221.35</u>
Account 52420 - Other Supplies										
793 - Indiana Safety Company, INC	0231699-IN	28 - 3M PARTICULATE RESPIRATOR N95 1 Box	Paid by EFT # 50254		12/13/2022	12/13/2022	12/23/2022		12/23/2022	13.00
394 - Kleindorfer Hardware & Variety	746348	28 - Halogen Bulbs	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	7.18
394 - Kleindorfer Hardware & Variety	748823	28 - 5 mm bolts	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1.20
6530 - Office Depot, INC	269443699001	28 - Plotter Paper	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	941.52
5819 - Synchrony Bank	CQQkiVsacevM	28 - Misc items for benchroom	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	214.35
								Account 52420 - Other Supplies Totals	Invoice Transactions 5	<u>\$1,177.25</u>



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X111920 22	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	617.79	
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X101921 22	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	617.90	
									Account 53210 - Telephone Totals	Invoice Transactions 2	\$1,235.69
Account 53640 - Hardware and Software Maintenance											
3989 - Ricoh USA, INC	5065825442	28-Copier Maintenance 9/17/22-10/16/22	Paid by EFT # 50342		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,206.79	
3989 - Ricoh USA, INC	5065825443	28-Copier Maintenance 9/17/22-10/16/22	Paid by EFT # 50342		12/13/2022	12/13/2022	12/23/2022		12/23/2022	232.36	
8750 - Service Express, INC	375995	28 - City Hall & BPD Server maintenance 1/1/2023-3/31/2023	Paid by EFT # 50355		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,056.00	
7177 - Zoho Corporation	2353576	28-EndPoint Central Renewal	Paid by EFT # 50421		12/13/2022	12/13/2022	12/23/2022		12/23/2022	8,168.40	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 4	\$11,663.55
Account 53910 - Dues and Subscriptions											
50972 - CDW, LLC	DP32552	28-SAP CRYSTAL REPORT 2020 WIN NUL GVED	Paid by EFT # 50177		12/13/2022	12/13/2022	12/23/2022		12/23/2022	442.31	
3560 - First Financial Bank / Credit Cards	88551579	28 - Squarespace Annual Domain	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	20.00	
3560 - First Financial Bank / Credit Cards	INV176371162	28 - Zoom 500., 1000 webinar, 500GB cloud - 11/20-12/19	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	430.00	
3560 - First Financial Bank / Credit Cards	CC72C925-0026	28 - Submittable monthly subscription 11/27-12/27/22	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	119.00	
3560 - First Financial Bank / Credit Cards	exckcxv8	28 - Bluesky Timer November	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	89.95	
3560 - First Financial Bank / Credit Cards	A074900489757979	28-Google Cloud November 1	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	59.19	
4622 - Momentive INC.	INV-SM-00041992	28 - Additional Power User Bundle	Paid by EFT # 50301		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5,687.67	
7344 - Periodic INC	1343	28 - November subscription	Paid by EFT # 50327		12/13/2022	12/13/2022	12/23/2022		12/23/2022	137.00	
7344 - Periodic INC	1341	28 - October Subscription	Paid by EFT # 50327		12/13/2022	12/13/2022	12/23/2022		12/23/2022	137.00	



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 53910 - Dues and Subscriptions											
8441 - Promevo Holdings, INC (Promevo, LLC)	205502	28 - Archive Licenses for November	Paid by EFT # 50336		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.00	
8441 - Promevo Holdings, INC (Promevo, LLC)	206211	28 - Google Voice November - 3 lines	Paid by EFT # 50336		12/13/2022	12/13/2022	12/23/2022		12/23/2022	74.80	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 11	<u>\$7,273.92</u>
Account 53950 - Landfill											
4712 - Shredding and Storage Unlimited, LLC	64305	28-Document destruction 1-64 gallon toters	Paid by EFT # 50359		12/13/2022	12/13/2022	12/23/2022		12/23/2022	35.00	
									Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$35.00</u>
Account 54420 - Purchase of Equipment											
6530 - Office Depot, INC	277575741001	28 - UPS for Animal Shelter Switch	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	479.00	
6530 - Office Depot, INC	277803542001	28 - SMART-UPS C LITHIUM ION	Paid by EFT # 50319		12/13/2022	12/13/2022	12/23/2022		12/23/2022	479.00	
53442 - Paragon Micro, INC	S3401053	28 - Server Rack Rail Kit	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	99.99	
53442 - Paragon Micro, INC	S3399245	28 - Synology RackStation Storage Device	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5,983.97	
53442 - Paragon Micro, INC	S3361023	28 - Logitech C920e - Webcam	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	649.90	
5534 - Presidio Holdings, INC	6013522011886	28 - Network Refresh Core at Utilitties	Paid by EFT # 50334		12/13/2022	12/13/2022	12/23/2022		12/23/2022	93,601.08	
									Account 54420 - Purchase of Equipment Totals	Invoice Transactions 6	<u>\$101,292.94</u>
									Program 280000 - Main Totals	Invoice Transactions 31	<u>\$123,899.70</u>
									Department 28 - ITS Totals	Invoice Transactions 31	<u>\$123,899.70</u>
									Fund 101 - General Fund (S0101) Totals	Invoice Transactions 197	<u>\$417,390.60</u>
Fund 103 - Restricted Donations(ord 05-17)											
Department 06 - Controller's Office											
Program 400101 - Animal Medical Services											
Account 53130 - Medical											
3376 - Bloomington Pets Alive, INC	2031563	01-spay/neuter surgeries-10/24 & 11/1-11/15/22	Paid by EFT # 50158		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4,863.00	
5107 - NVA College Mall Veterinary Management INC	346843	01-Veterinary Services - Office Visit	Paid by Check # 76567		12/13/2022	12/13/2022	12/23/2022		12/23/2022	69.55	
5107 - NVA College Mall Veterinary Management INC	349012	01-vet recheck	Paid by Check # 76567		12/13/2022	12/13/2022	12/23/2022		12/23/2022	92.00	



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Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
54639 - Shake Veterinary Services, INC (Town & Country Vet)	187674	01-Spay/Neuter & Other Surgeries	Paid by EFT # 50357		12/13/2022	12/13/2022	12/23/2022		12/23/2022	666.00
							Account 53130 - Medical Totals	Invoice Transactions 4		<u>\$5,690.55</u>
							Program 400101 - Animal Medical Services Totals	Invoice Transactions 4		<u>\$5,690.55</u>
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
3560 - First Financial Bank / Credit Cards	105573	01-Mealworm & Crickets	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5.69
4633 - Midwest Veterinary Supply, INC	18142678-150	01-Veterinary Supplies- vinyl exam gloves	Paid by EFT # 50298		12/13/2022	12/13/2022	12/23/2022		12/23/2022	32.80
4633 - Midwest Veterinary Supply, INC	18110716-050	01-KMR powder	Paid by EFT # 50298		12/13/2022	12/13/2022	12/23/2022		12/23/2022	75.19
4633 - Midwest Veterinary Supply, INC	18110716-100	01-Veterinary Supplies vitamins, support therapy	Paid by EFT # 50298		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.94
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 4		<u>\$191.62</u>
Account 52310 - Building Materials and Supplies										
3560 - First Financial Bank / Credit Cards	29066	01-Wood Chips	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	324.85
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1		<u>\$324.85</u>
							Program 400102 - Animal Supplies Totals	Invoice Transactions 5		<u>\$516.47</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 9		<u>\$6,207.02</u>
							Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice Transactions 9		<u>\$6,207.02</u>
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 04 - Economic & Sustainable Dev										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
8448 - TEN31 Marketing LLC	2511	04: Marketing Services for GoBloomington-Nov 2022	Paid by EFT # 50386		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,792.50
							Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1		<u>\$3,792.50</u>
Account 53960 - Grants										
8075 - IFF (IFF Real Estate Services LLC)	INV-001689	04: SEEL Program - Facility Energy Assessments	Paid by EFT # 50248		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,007.50
							Account 53960 - Grants Totals	Invoice Transactions 1		<u>\$1,007.50</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions 2		<u>\$4,800.00</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 2		<u>\$4,800.00</u>



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Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 07 - Engineering										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54310 - Improvements Other Than Building										
18844 - First Financial Bank, N.A.	RIVRNEIGRN-App 4	07-Neighborhood Greenways PH 1-7/13-10/13/22-App #4	Paid by Check # 76556		12/13/2022	12/13/2022	12/23/2022		12/23/2022	414.34
7627 - River Town Construction, LLC	RIVRNEIGRN-App 4	07-Neighborhood Greenways PH 1-7/13-10/13/22-App #4	Paid by EFT # 50344		12/13/2022	12/13/2022	12/23/2022		12/23/2022	12,067.34
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 2	<u>\$12,481.68</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice Transactions 2	<u>\$12,481.68</u>
							Department 07 - Engineering Totals		Invoice Transactions 2	<u>\$12,481.68</u>
Department 20 - Street										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 52340 - Other Repairs and Maintenance										
337 - Stansifer Radio Co, INC	449011	20-Misc supplies for traffic signal repairs	Paid by EFT # 50372		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3.90
603 - Traffic Control Corporation	140149	20-Signal Pole & Push Button for 14th & Walnut	Paid by EFT # 50394		12/13/2022	12/13/2022	12/23/2022		12/23/2022	968.00
603 - Traffic Control Corporation	140172	20-Signal Pole & Push Button for 14th & Walnut	Paid by EFT # 50394		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,480.00
603 - Traffic Control Corporation	140214	20-Signal Pole & Push Button for 14th & Walnut	Paid by EFT # 50394		12/13/2022	12/13/2022	12/23/2022		12/23/2022	975.00
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 4	<u>\$3,426.90</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice Transactions 4	<u>\$3,426.90</u>
							Department 20 - Street Totals		Invoice Transactions 4	<u>\$3,426.90</u>
							Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Invoice Transactions 8	<u>\$20,708.58</u>
Fund 312 - Community Services										
Department 09 - CFRD										
Program 090001 - Com Serv - Black Males										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	CxEVDppqYUvgm	09- photo backdrop for Winter Wonderland	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	81.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$81.99</u>
							Program 090001 - Com Serv - Black Males Totals		Invoice Transactions 1	<u>\$81.99</u>



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Fund 312 - Community Services										
Department 09 - CFRD										
Program 090002 - Com Serv - MLK Comm										
Account 53990 - Other Services and Charges										
1138 - BCT Management, INC	1/16/23 Deposit	09-MLK Birthday Celebration-Space Rental Deposit - 1/16/23	Paid by EFT # 50148		12/13/2022	12/13/2022	12/23/2022		12/23/2022	300.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$300.00</u>
							Program 090002 - Com Serv - MLK Comm Totals	Invoice Transactions 1		<u>\$300.00</u>
Program 090003 - Com Serv - Status of Women										
Account 53990 - Other Services and Charges										
8476 - A'ame Joslin	11/17/22	09-Reimbursement printed Survey on the Status of Women fliers	Paid by EFT # 50266		12/13/2022	12/13/2022	12/23/2022		12/23/2022	22.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$22.00</u>
							Program 090003 - Com Serv - Status of Women Totals	Invoice Transactions 1		<u>\$22.00</u>
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	21 11/03/22	09-Pizza for BHSN Young Women's Leadership Summit	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	249.75
3560 - First Financial Bank / Credit Cards	1 11102022	09-Domino's Pizza for BHSS Young Women's Leadership Summit	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	238.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$487.75</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	9BE28DEA-0005	09-Safe and Civil City Jotform-11/29-12/29/22	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	19.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$19.00</u>
							Program 090016 - Com Serv - Safe & Civil Totals	Invoice Transactions 3		<u>\$506.75</u>
							Department 09 - CFRD Totals	Invoice Transactions 6		<u>\$910.74</u>
							Fund 312 - Community Services Totals	Invoice Transactions 6		<u>\$910.74</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
13482 - Northern Lights Locating & Inspection, INC	14885	25 - Line location services - 2022	Paid by EFT # 50316		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,500.00



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Fund 401 - Non-Reverting Telecom (S1146)											
Department 25 - Telecommunications											
Program 254000 - Infrastructure											
Account 53640 - Hardware and Software Maintenance											
13482 - Northern Lights Locating & Inspection, INC	14920	25 - Line location services - 2022 after hours emergency call out	Paid by EFT # 50316		12/13/2022	12/13/2022	12/23/2022		12/23/2022	150.00	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 2	\$2,650.00
Account 53650 - Other Repairs											
902 - Indiana Underground Plant Protection Service, INC	101535	25 - 811 Fiber Tickets for November	Paid by EFT # 50255		12/13/2022	12/13/2022	12/23/2022		12/23/2022	303.05	
									Account 53650 - Other Repairs Totals	Invoice Transactions 1	\$303.05
Account 54450 - Equipment											
6222 - Apple, INC	AK08572195	25 - CAPR External Drive	Paid by EFT # 50134		12/13/2022	12/13/2022	12/23/2022		12/23/2022	99.95	
53442 - Paragon Micro, INC	S3399222	25 - CAPR MDT - Dell Latitude 5430 Rugged	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9,668.94	
									Account 54450 - Equipment Totals	Invoice Transactions 2	\$9,768.89
									Program 254000 - Infrastructure Totals	Invoice Transactions 5	\$12,721.94
Program 256000 - Services											
Account 53150 - Communications Contract											
203 - INDIANA UNIVERSITY	91343963	25 - Dark Fiber October 2022	Paid by Check # 76559		12/13/2022	12/13/2022	12/23/2022		12/23/2022	65.00	
203 - INDIANA UNIVERSITY	91477403	25 - Dark Fiber November 2022	Paid by Check # 76559		12/13/2022	12/13/2022	12/23/2022		12/23/2022	65.00	
									Account 53150 - Communications Contract Totals	Invoice Transactions 2	\$130.00
									Program 256000 - Services Totals	Invoice Transactions 2	\$130.00
									Department 25 - Telecommunications Totals	Invoice Transactions 7	\$12,851.94
									Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 7	\$12,851.94
Fund 450 - Local Road and Street(S0706)											
Department 20 - Street											
Program 200000 - Main											
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	9101205750831122	02-308 N Roger-crosswalk-elec chgs 10/27-11/28/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022		12/12/2022	11.44	
223 - Duke Energy	9101205754211122	02-W 17th St Reconstruction Proj-elec chgs 10/28-11/29/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022		12/12/2022	117.49	



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	9101205762321122	02-3rd/5th/Adams traffic signal-elec chgs 10/25-11/22/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		59.00
223 - Duke Energy	9101211579841122	02-Downtown Alleys LED PH II-elec chgs 10/27-11/28/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		25.04
223 - Duke Energy	9101212103041122	02-6th St (Fairview to Elm)-elec chgs 10/25-11/22/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		31.17
223 - Duke Energy	9101215910291122	02-W 3rd & N Rogers-elec. chgs 10/27-11/28/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		6.85
223 - Duke Energy	9101219689231122	02-Henderson St Pathway-elec chgs 10/28-11/29/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		61.70
223 - Duke Energy	9101324230491222	02-Lighting 2538 S Buttonwood Lane elec chgs 11/2-12/1/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		7.60
223 - Duke Energy	9101337614441122	02-Trailview-elec. chgs 10/28-11/29/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		54.02
223 - Duke Energy	9101229683311222	02-Street Light Summary Electric bill-10/28-11/29/22	Paid by Check # 76544		12/12/2022	12/12/2022	12/12/2022	12/12/2022		7,498.40
223 - Duke Energy	9101229932671222	02-Street Light Summary Electric bill-10/28-11/29/22	Paid by Check # 76544		12/12/2022	12/12/2022	12/12/2022	12/12/2022		3,171.18
223 - Duke Energy	9300000268151122	02-Street Light Summary Electric bill-9/29-10/27/22	Paid by Check # 76544		12/12/2022	12/12/2022	12/12/2022	12/12/2022		31,521.89
223 - Duke Energy	930000026815112a	02-Street Light Summary bill-3/3-11/1/22-inc. credit	Paid by Check # 76544		12/12/2022	12/12/2022	12/12/2022	12/12/2022		9,710.71
223 - Duke Energy	930000026815112b	02-Street Light Summary Electric bill-9/29-10/27/22	Paid by Check # 76544		12/12/2022	12/12/2022	12/12/2022	12/12/2022		3,194.97
223 - Duke Energy	9101205748001222	02-College Mall & Moores Pk-signal chgs 10/29-11/30/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		61.64
223 - Duke Energy	9101205754551222	02 - 17th & Dunn - elec charges for 11/3 to 12/2/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022	12/12/2022		52.53



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	9101205759681222	02-6th & Lincoln-meter surface lot-elec. chgs 11/3-12/2/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022		12/12/2022	21.71
223 - Duke Energy	9101256669101222	02-Tapp & Deborah-signal chgs 11/2-12/1/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022		12/12/2022	54.85
223 - Duke Energy	9101229495361222	02-Street Light Summary Electric bill-10/28-11/29/22	Paid by Check # 76544		12/12/2022	12/12/2022	12/12/2022		12/12/2022	23,790.77
							Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 19	<u>\$79,452.96</u>
							Program 200000 - Main Totals		Invoice Transactions 19	<u>\$79,452.96</u>
							Department 20 - Street Totals		Invoice Transactions 19	<u>\$79,452.96</u>
							Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 19	<u>\$79,452.96</u>
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52110 - Office Supplies										
5819 - Synchrony Bank	683444644473	20-2023 Calendar Plan Book for Office	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	17.30
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$17.30</u>
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM230027	20-Safety Supplies for Crews-gloves, safety glasses, spray paint	Paid by EFT # 50217		12/13/2022	12/13/2022	12/23/2022		12/23/2022	110.78
313 - Fastenal Company	INBLM229960	20-Safety Supplies for crews-gloves, earplugs	Paid by EFT # 50217		12/13/2022	12/13/2022	12/23/2022		12/23/2022	161.46
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	<u>\$272.24</u>
Account 52420 - Other Supplies										
50594 - Barry Company, INC	050110	20-20-PVC ball valve & adapter supplies for brine machine	Paid by EFT # 50146		12/13/2022	12/13/2022	12/23/2022		12/23/2022	78.09
50594 - Barry Company, INC	050193	20-Return supplies pipe & end pipe for brine machine	Paid by EFT # 50146		12/13/2022	12/13/2022	12/23/2022		12/23/2022	(42.23)
455 - Industrial Service & Supply, INC	74671	20-Fitting & caps for brine machine	Paid by EFT # 50257		12/13/2022	12/13/2022	12/23/2022		12/23/2022	8.70
455 - Industrial Service & Supply, INC	74673	20-Fitting & caps for brine machine	Paid by EFT # 50257		12/13/2022	12/13/2022	12/23/2022		12/23/2022	29.91
394 - Kleindorfer Hardware & Variety	749279	20-Misc Supplies for crews equipment snow control	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	40.98



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	749921	20-Misc Supplies for crews equipment snow control	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	28.56
								Account 52420 - Other Supplies Totals	Invoice Transactions 6	<u>\$144.01</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00137744-00	20-Audio Testing for Employees	Paid by EFT # 50262		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,036.00
								Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$1,036.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	156.31
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	166.80
								Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$323.11</u>
Account 53250 - Pagers										
332 - Indiana Paging Network, INC	15130780	20-Pagers for snow control -January 2023	Paid by EFT # 50252		12/13/2022	12/13/2022	12/23/2022		12/23/2022	86.14
								Account 53250 - Pagers Totals	Invoice Transactions 1	<u>\$86.14</u>
Account 53420 - Worker's Comp & Risk										
1847 - Hylant of Indianapolis, LLC	361921	10-Renewal of Workers Comp-Excess Effective -1/1/23	Paid by EFT # 50246		12/13/2022	12/13/2022	12/23/2022		12/23/2022	974.69
								Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$974.69</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000272121122	02-Facilities Summary Billing Electric bill- 10/04-11/1/22	Paid by Check # 76543		12/12/2022	12/12/2022	12/12/2022		12/12/2022	456.73
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$456.73</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	143129ES	06-City Fac.-Natural Gas Commodity-Nov 2022 management fee	Paid by EFT # 50116		12/12/2022	12/12/2022	12/12/2022		12/12/2022	67.05
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$67.05</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W84876	20-SA-H/C Repair in Ready Room	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	201.00



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Fund 451 - Motor Vehicle Highway(S0708)											
Department 20 - Street											
Program 200000 - Main											
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	W85312	20-Tested & Certified backflow for brine machine	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	225.00	
								Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$426.00</u>
Account 53630 - Machinery and Equipment Repairs											
244 - Bloomington Ford, INC	6206612/1	20-Interior & exterior detail to unit #418	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	300.00	
								Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1	<u>\$300.00</u>
Account 53730 - Machinery and Equipment Rental											
13706 - Sunbelt Rentals, INC	132279700-0001	20-Rental of 200# Plate Tamper for Alleys-10/26-10/31/22	Paid by EFT # 50380		12/13/2022	12/13/2022	12/23/2022		12/23/2022	327.80	
								Account 53730 - Machinery and Equipment Rental Totals		Invoice Transactions 1	<u>\$327.80</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Aramark Uniform & Career Apparel Group, INC	4080036593	20-uniform rental (minus payroll ded)-11/23/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10.19	
19171 - Aramark Uniform & Career Apparel Group, INC	4080036594	20-Mat Services-11/23/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	34.28	
19171 - Aramark Uniform & Career Apparel Group, INC	4080037770	20-uniform rental (minus payroll ded)-11/30/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10.19	
19171 - Aramark Uniform & Career Apparel Group, INC	4080037771	20-mat/towel service-11/30/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	34.28	
19171 - Aramark Uniform & Career Apparel Group, INC	408000025836	20-Uniform & Mat Services for Street Department-4/6/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9.97	
19171 - Aramark Uniform & Career Apparel Group, INC	4080038928	20-uniform rental (minus payroll ded)-12/7/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10.19	
19171 - Aramark Uniform & Career Apparel Group, INC	4080038929	20-mat/towel service-11/30/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	34.28	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 7	<u>\$143.38</u>
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000021165	20-Service fee for disposal of sweeper dumps-11/2/22	Paid by EFT # 50242		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,618.72	
								Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$1,618.72</u>



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
902 - Indiana Underground Plant Protection Service, INC	101533	20-Line Locate Services-November 2022-731 tickets	Paid by EFT # 50255		12/13/2022	12/13/2022	12/23/2022		12/23/2022	694.45
6152 - K&S Rolloff, INC	62479	20-Rolloff Services for sweeper dumps-11/16/22	Paid by EFT # 50268		12/13/2022	12/13/2022	12/23/2022		12/23/2022	500.00
6152 - K&S Rolloff, INC	62310	20-Rolloff for sweeper debris-11/2/22	Paid by EFT # 50268		12/13/2022	12/13/2022	12/23/2022		12/23/2022	500.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	10177	20-Pump saltwater collection tanks-11/15/22	Paid by EFT # 50393		12/13/2022	12/13/2022	12/23/2022		12/23/2022	200.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$1,894.45</u>
							Program 200000 - Main Totals		Invoice Transactions 32	<u>\$8,087.62</u>
							Department 20 - Street Totals		Invoice Transactions 32	<u>\$8,087.62</u>
							Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice Transactions 32	<u>\$8,087.62</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
3397 - Evens Time, INC	19598	26-Garages-Pay Station Receipts rolls	Paid by EFT # 50214		12/13/2022	12/13/2022	12/23/2022		12/23/2022	366.82
53442 - Paragon Micro, INC	S3398530	26-Printer	Paid by EFT # 50324		12/13/2022	12/13/2022	12/23/2022		12/23/2022	332.99
5819 - Synchrony Bank	648474357763	26-Key tabs	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10.99
							Account 52110 - Office Supplies Totals		Invoice Transactions 3	<u>\$710.80</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	82.18
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	23.88
							Account 53210 - Telephone Totals		Invoice Transactions 2	<u>\$106.06</u>
Account 53420 - Worker's Comp & Risk										
1847 - Hylant of Indianapolis, LLC	361921	10-Renewal of Workers Comp-Excess Effective -1/1/23	Paid by EFT # 50246		12/13/2022	12/13/2022	12/23/2022		12/23/2022	518.53
							Account 53420 - Worker's Comp & Risk Totals		Invoice Transactions 1	<u>\$518.53</u>



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Fund 452 - Parking Facilities(\$9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 53510 - Electrical Services											
223 - Duke Energy	9300000272121122	02-Facilities Summary Billing Electric bill-10/04-11/1/22	Paid by Check # 76543		12/12/2022	12/12/2022	12/12/2022		12/12/2022	3,224.65	
223 - Duke Energy	9101205764480112	26-4th St Garage-elec chgs 10/27-11/27/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022		12/12/2022	1,691.58	
223 - Duke Energy	9101205747431122	26-Trades Garage-489 W. 10th-elec chgs 10/21-11/18/22	Paid by Check # 76542		12/12/2022	12/12/2022	12/12/2022		12/12/2022	1,941.42	
									Account 53510 - Electrical Services Totals	Invoice Transactions 3	<u>\$6,857.65</u>
Account 53610 - Building Repairs											
6197 - CE Solutions, INC	21-196-6	26- Walnut Street Repair Project paid thru Sept 15, 2022	Paid by EFT # 50178		12/13/2022	12/13/2022	12/23/2022		12/23/2022	403.20	
321 - Harrell Fish, INC (HFI)	W84875	26-SA Backflow Testing @ 4th St Garage	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	525.00	
393 - Kone INC	1158430090	26-4th St Garage-Beyond Scope-SA- Repair Level Indicator- Oct 2022	Paid by EFT # 50276		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,857.37	
392 - Koorsen Fire & Security, INC	IN00271499	26-SA Fire Alarm Monitoring-4th St Garage-12/1/22-2/28/23	Paid by EFT # 50277		12/13/2022	12/13/2022	12/23/2022		12/23/2022	150.00	
									Account 53610 - Building Repairs Totals	Invoice Transactions 4	<u>\$3,935.57</u>
Account 53990 - Other Services and Charges											
6330 - Marshall Security LLC	2616	26- SC Patrol of Garages for November 2022	Paid by EFT # 50291		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,840.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$3,840.00</u>
									Program 260000 - Main Totals	Invoice Transactions 14	<u>\$15,968.61</u>
									Department 26 - Parking Totals	Invoice Transactions 14	<u>\$15,968.61</u>
									Fund 452 - Parking Facilities(\$9502) Totals	Invoice Transactions 14	<u>\$15,968.61</u>
Fund 454 - Alternative Transport(\$6301)											
Department 05 - Common Council											
Program 050000 - Main											
Account 54310 - Improvements Other Than Building											
10 - Bledsoe Riggert Cooper & James INC	27345	07-Liberty Sidewalk-10/31/22	Paid by EFT # 50153		12/13/2022	12/13/2022	12/23/2022		12/23/2022	868.00	
10 - Bledsoe Riggert Cooper & James INC	27340	07-Liberty Sidewalk Topographic survey	Paid by EFT # 50153		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,800.00	



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Fund 454 - Alternative Transport(S6301)										
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	E&B12TH/13TH TC	07-Crestmont Traffic Calming 12th & 13th Streets, BC-2021-129-CN	Paid by EFT # 50204		12/13/2022	12/13/2022	12/23/2022		12/23/2022	13,000.00
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 3		<u>\$16,668.00</u>
							Program 050000 - Main Totals	Invoice Transactions 3		<u>\$16,668.00</u>
							Department 05 - Common Council Totals	Invoice Transactions 3		<u>\$16,668.00</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	E&B12TH/13TH TC	07-Crestmont Traffic Calming 12th & 13th Streets, BC-2021-129-CN	Paid by EFT # 50204		12/13/2022	12/13/2022	12/23/2022		12/23/2022	30,600.00
18844 - First Financial Bank, N.A.	RIVRNEIGRN-App 4	07-Neighborhood Greenways PH 1-7/13-10/13/22-App #4	Paid by Check # 76556		12/13/2022	12/13/2022	12/23/2022		12/23/2022	273.42
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2		<u>\$30,873.42</u>
							Program 070000 - Main Totals	Invoice Transactions 2		<u>\$30,873.42</u>
							Department 07 - Engineering Totals	Invoice Transactions 2		<u>\$30,873.42</u>
Department 13 - Planning										
Program 130000 - Main										
Account 54310 - Improvements Other Than Building										
7059 - Eagle Ridge Civil Engineering Services, LLC	240-22	13-Misc. Neighborhood Greenways-Inv date 11/25/22	Paid by EFT # 50205		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,113.50
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1		<u>\$2,113.50</u>
							Program 130000 - Main Totals	Invoice Transactions 1		<u>\$2,113.50</u>
							Department 13 - Planning Totals	Invoice Transactions 1		<u>\$2,113.50</u>



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Fund 454 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
1838 - Verizon Wireless	9921371363	26-Cell service for Parking Officers-10/24-11/23/22	Paid by Check # 76546		12/12/2022	12/12/2022	12/12/2022		12/12/2022	144.44
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$144.44</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	6311754	26-BMV Lookups for towing	Paid by Check # 76571		12/13/2022	12/13/2022	12/23/2022		12/23/2022	7.50
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$7.50</u>
								Program 260000 - Main Totals	Invoice Transactions 2	<u>\$151.94</u>
								Department 26 - Parking Totals	Invoice Transactions 2	<u>\$151.94</u>
								Fund 454 - Alternative Transport(S6301) Totals	Invoice Transactions 8	<u>\$49,806.86</u>
Fund 455 - Parking Meter Fund(S2141)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
3164 - New Hope Family Shelter, INC	DOTGRANT-2022	09-2022 DTO Grant - New Hope for Families	Paid by EFT # 50310		12/13/2022	12/13/2022	12/23/2022		12/23/2022	31,000.00
								Account 53960 - Grants Totals	Invoice Transactions 1	<u>\$31,000.00</u>
								Program 090000 - Main Totals	Invoice Transactions 1	<u>\$31,000.00</u>
								Department 09 - CFRD Totals	Invoice Transactions 1	<u>\$31,000.00</u>
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
4264 - IPS Group, INC	INV78282	26-batteries for meters	Paid by EFT # 50261		12/13/2022	12/13/2022	12/23/2022		12/23/2022	950.00
480 - Proveli, LLC (Hall Signs, INC)	38881	26-sign for history center	Paid by EFT # 50337		12/13/2022	12/13/2022	12/23/2022		12/23/2022	46.54
6688 - SSW Enterprises, LLC (Office Pride)	Inv-121186	26-cleaning service for Parking Enforcement Offices	Paid by EFT # 50370		12/13/2022	12/13/2022	12/23/2022		12/23/2022	487.00
5819 - Synchrony Bank	957944934485	26-boxes for ParkMobile labels	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	63.84
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 4	<u>\$1,547.38</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	747700	26-misc parking supplies	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	7.88
394 - Kleindorfer Hardware & Variety	749334	26-misc parking supplies	Paid by EFT # 50274		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5.50



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 455 - Parking Meter Fund(S2141)											
Department 26 - Parking											
Program 260000 - Main											
Account 52420 - Other Supplies											
5819 - Synchrony Bank	653479736366	26-baggies for ParkMobile label storage	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	26.46	
									Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$39.84</u>
Account 53150 - Communications Contract											
4264 - IPS Group, INC	INV78772	26-bank and credit card fees or November 2022	Paid by EFT # 50261		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9,156.25	
									Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$9,156.25</u>
Account 53210 - Telephone											
1838 - Verizon Wireless	9921371363	26-Cell service for Parking Officers-10/24-11/23/22	Paid by Check # 76546		12/12/2022	12/12/2022	12/12/2022		12/12/2022	649.94	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$649.94</u>
Account 53240 - Freight / Other											
4264 - IPS Group, INC	INV78282	26-batteries for meters	Paid by EFT # 50261		12/13/2022	12/13/2022	12/23/2022		12/23/2022	40.00	
									Account 53240 - Freight / Other Totals	Invoice Transactions 1	<u>\$40.00</u>
Account 53310 - Printing											
5819 - Synchrony Bank	979435744544	26-address labels	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	17.98	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$17.98</u>
Account 53420 - Worker's Comp & Risk											
1847 - Hylant of Indianapolis, LLC	361921	10-Renewal of Workers Comp-Excess Effective -1/1/23	Paid by EFT # 50246		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,068.52	
									Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$1,068.52</u>
Account 53640 - Hardware and Software Maintenance											
54432 - T2 Systems, INC	R017045	26-Rovr returns for November 2022	Paid by EFT # 50384		12/13/2022	12/13/2022	12/23/2022		12/23/2022	832.65	
54432 - T2 Systems, INC	P006923	26-T2 custon batch project - 20 hrs of assistance	Paid by EFT # 50384		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,500.00	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 2	<u>\$3,332.65</u>
Account 53830 - Bank Charges											
4264 - IPS Group, INC	INV78772	26-bank and credit card fees or November 2022	Paid by EFT # 50261		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,707.86	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$3,707.86</u>



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Fund 455 - Parking Meter Fund(S2141)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2615	26-Contract for Temporary Crossing Guards	Paid by EFT # 50291		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,550.00
204 - State Of Indiana	6311754	26-BMV Lookups for towing	Paid by Check # 76571		12/13/2022	12/13/2022	12/23/2022		12/23/2022	7.50
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$1,557.50</u>
Account 54310 - Improvements Other Than Building										
603 - Traffic Control Corporation	138464	20-Campbell Guardian Ped Push Buttons for Square	Paid by EFT # 50394		12/13/2022	12/13/2022	12/23/2022		12/23/2022	23,712.00
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1	<u>\$23,712.00</u>
								Program 260000 - Main Totals	Invoice Transactions 18	<u>\$44,829.92</u>
								Department 26 - Parking Totals	Invoice Transactions 18	<u>\$44,829.92</u>
								Fund 455 - Parking Meter Fund(S2141) Totals	Invoice Transactions 19	<u>\$75,829.92</u>
Fund 456 - MVH Restricted										
Department 20 - Street										
Program 200000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
365 - Rogers Group, INC	0071192140	20-Stone & sand for sidewalks projects	Paid by EFT # 50345		12/13/2022	12/13/2022	12/23/2022		12/23/2022	118.60
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1	<u>\$118.60</u>
Account 52420 - Other Supplies										
336 - Southside Rental Center, INC	22460-001	20-Propane for Paving/Sidewalk/Sign Crews	Paid by Check # 76569		12/13/2022	12/13/2022	12/23/2022		12/23/2022	90.44
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$90.44</u>
Account 53730 - Machinery and Equipment Rental										
351 - Young Trucking, INC	119985	20-Truck & Trailer/Labor-haul paver-MacAllister-repair-11/7/22	Paid by EFT # 50418		12/13/2022	12/13/2022	12/23/2022		12/23/2022	406.25
								Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 1	<u>\$406.25</u>
								Program 200000 - Main Totals	Invoice Transactions 3	<u>\$615.29</u>
								Department 20 - Street Totals	Invoice Transactions 3	<u>\$615.29</u>
								Fund 456 - MVH Restricted Totals	Invoice Transactions 3	<u>\$615.29</u>



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Fund 600 - Cumulative Cap Imprv(CIG)(S2379)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
19278 - Milestone Contractors, LP	152000	20-Asphalt for Paving & Patching	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	495.44
19278 - Milestone Contractors, LP	153071	20-Asphalt (Patching)-5th St Alley	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	312.08
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2	<u>\$807.52</u>
							Program 020000 - Main Totals		Invoice Transactions 2	<u>\$807.52</u>
							Department 02 - Public Works Totals		Invoice Transactions 2	<u>\$807.52</u>
							Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice Transactions 2	<u>\$807.52</u>
Fund 601 - Cumulative Capital Devlp(S2391)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
18168 - Family Farm Supply, INC	914393	20-Clear Lane De-icing Salt	Paid by Check # 76553		12/13/2022	12/13/2022	12/23/2022		12/23/2022	19,935.54
19278 - Milestone Contractors, LP	151972	20-Asphalt for paving & patching	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	50,286.06
19278 - Milestone Contractors, LP	152000	20-Asphalt for Paving & Patching	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	6,481.24
19278 - Milestone Contractors, LP	605793	20-Credit for Asphalt Millings-September 2022	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	(2,315.04)
19278 - Milestone Contractors, LP	605794	20-Credit for Asphalt Millings-October 2022	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	(5,339.64)
19278 - Milestone Contractors, LP	605795	20-Credit for Asphalt Millings-November 2022	Paid by EFT # 50299		12/13/2022	12/13/2022	12/23/2022		12/23/2022	(3,169.62)
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 6	<u>\$65,878.54</u>
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM230145	20-Cable 3/8 HDG for mounting signs on traffic signals	Paid by EFT # 50217		12/13/2022	12/13/2022	12/23/2022		12/23/2022	145.67
313 - Fastenal Company	IMBLM230144	20-Safety Supplies for crews (gloves, glasses & misc supplies	Paid by EFT # 50217		12/13/2022	12/13/2022	12/23/2022		12/23/2022	118.69
6262 - Koenig Equipment, INC	P35249	20-Stihl chainsaw MS251 for Freddie Love	Paid by EFT # 50275		12/13/2022	12/13/2022	12/23/2022		12/23/2022	379.99
1548 - Safety Shoe Distributors, INC	I200-21059596	20-Winter clothing for employees	Paid by EFT # 50349		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,184.62
5819 - Synchrony Bank	kquFveoQyqXJ	20-AAA Batteries for Pagers (Employee-Snow)	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	47.66



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Fund 601 - Cumulative Capital Devlp(S2391)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	BcwmxFXkWOH W	20-Office Supplies & hook for Traffic Division	Paid by EFT # 50381		12/13/2022	12/13/2022	12/23/2022		12/23/2022	18.75
603 - Traffic Control Corporation	139647	20-Cobalt Controllers Econolite for Traffic Signals	Paid by EFT # 50394		12/13/2022	12/13/2022	12/23/2022		12/23/2022	20,000.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 7		<u>\$23,895.38</u>
							Program 020000 - Main Totals	Invoice Transactions 13		<u>\$89,773.92</u>
							Department 02 - Public Works Totals	Invoice Transactions 13		<u>\$89,773.92</u>
Department 13 - Planning										
Program 130000 - Main										
Account 54310 - Improvements Other Than Building										
10081 - Strand Associates, INC	0189797	13 - Crosswalk Enhancement Project- 10/1-10/31/22	Paid by EFT # 50377		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4,435.82
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1		<u>\$4,435.82</u>
							Program 130000 - Main Totals	Invoice Transactions 1		<u>\$4,435.82</u>
							Department 13 - Planning Totals	Invoice Transactions 1		<u>\$4,435.82</u>
							Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice Transactions 14		<u>\$94,209.74</u>
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	52001	16- Exterminator Services @ Sanitation - 11/28/22	Paid by EFT # 50208		12/13/2022	12/13/2022	12/23/2022		12/23/2022	125.00
							Account 53140 - Exterminator Services Totals	Invoice Transactions 1		<u>\$125.00</u>
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS- OCI Wireless)	0000447850	16- Wireless Radio Service for December 2022	Paid by EFT # 50212		12/13/2022	12/13/2022	12/23/2022		12/23/2022	572.05
							Account 53150 - Communications Contract Totals	Invoice Transactions 1		<u>\$572.05</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801 122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X111920 22	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	41.69



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Fund 730 - Solid Waste (S6401)											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	41.70	
									Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$83.39</u>
Account 53420 - Worker's Comp & Risk											
1847 - Hylant of Indianapolis, LLC	361921	10-Renewal of Workers Comp-Excess Effective -1/1/23	Paid by EFT # 50246		12/13/2022	12/13/2022	12/23/2022		12/23/2022	13,669.59	
									Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$13,669.59</u>
Account 53510 - Electrical Services											
223 - Duke Energy	9300000272121122	02-Facilities Summary Billing Electric bill-10/04-11/1/22	Paid by Check # 76543		12/12/2022	12/12/2022	12/12/2022		12/12/2022	96.63	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$96.63</u>
Account 53540 - Natural Gas											
6769 - EDF, INC (EDF Energy Services)	143129ES	06-City Fac.-Natural Gas Commodity-Nov 2022 management fee	Paid by EFT # 50116		12/12/2022	12/12/2022	12/12/2022		12/12/2022	62.80	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$62.80</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	W85305	19-SA Repair HVAC Unity @ Sanitation Garage	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	925.71	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$925.71</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Aramark Uniform & Career Apparel Group, INC	4080036590	16-uniform rental (minus payroll ded)-11/23/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4.62	
19171 - Aramark Uniform & Career Apparel Group, INC	4080037766	16-uniform rental (minus payroll ded)-11/30/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4.62	
19171 - Aramark Uniform & Career Apparel Group, INC	4080036591	16-Mat Services - 11/23/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	23.26	
19171 - Aramark Uniform & Career Apparel Group, INC	4080037767	16-Mat Services - 11/30/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	23.26	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4	<u>\$55.76</u>
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000021153	16-recycling fees-11/1-11/15/22	Paid by EFT # 50242		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,764.85	



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Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000021150	16-trash disposal fee-11/1-11/15/22	Paid by EFT # 50242		12/13/2022	12/13/2022	12/23/2022		12/23/2022	16,471.67
							Account 53950 - Landfill Totals	Invoice Transactions	2	\$19,236.52
							Program 160000 - Main Totals	Invoice Transactions	14	\$34,827.45
							Department 16 - Sanitation Totals	Invoice Transactions	14	\$34,827.45
							Fund 730 - Solid Waste (S6401) Totals	Invoice Transactions	14	\$34,827.45
Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	7064	10-Crane's shoes J. Deventer 13 EE	Paid by EFT # 50195		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	7089	10-Crane's shoes C. Eagan 9.5 M	Paid by EFT # 50195		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	7090	10-shoes Crane's J. Wood 10.5 D	Paid by EFT # 50195		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	7091	10-shoes Crane's E. Gardner 10 M	Paid by EFT # 50195		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100.00
1548 - Safety Shoe Distributors, INC	I200-21059598	10-winter clothing	Paid by EFT # 50349		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,430.82
1548 - Safety Shoe Distributors, INC	I200-21059599	10-winter clothing	Paid by EFT # 50349		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,055.68
							Account 52430 - Uniforms and Tools Totals	Invoice Transactions	6	\$3,886.50
Account 53130 - Medical										
6324 - Randy Hitchcox	PHYS CDL-2022	10-reimb for CDL physical-12/2/22	Paid by EFT # 50241		12/13/2022	12/13/2022	12/23/2022		12/23/2022	100.00
							Account 53130 - Medical Totals	Invoice Transactions	1	\$100.00
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00137701-00	10-IUH hearing test/audiograms -10/11 & 10/13/22	Paid by EFT # 50262		12/13/2022	12/13/2022	12/23/2022		12/23/2022	200.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	\$200.00
							Program 100000 - Main Totals	Invoice Transactions	8	\$4,186.50
							Department 10 - Legal Totals	Invoice Transactions	8	\$4,186.50
							Fund 800 - Risk Management(S0203) Totals	Invoice Transactions	8	\$4,186.50



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Fund 801 - Health Insurance Trust											
Department 12 - Human Resources											
Program 120000 - Main											
Account 53990 - Other Services and Charges											
3977 - Cigna Health & Life Insurance Company	3106335	12-December 2022 Cigna Dental Vision Premiums	Paid by EFT # 50183		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,148.30	
18539 - Life Insurance Company Of North America	November 2022	12-November 2022, Bill Ref # 103094_11012022	Paid by EFT # 50283		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4,132.70	
17785 - The Howard E. Nyhart Company, INC	HSAEE-12.13.22	12-Nyhart HSA ER Cont 12/13/2022	Edit		12/13/2022	12/13/2022	12/13/2022			109.51	
17785 - The Howard E. Nyhart Company, INC	0175235	12-Nyhart Admin Fees (FSA,HSA,Wellness) - November 2022	Paid by EFT # 50390		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,377.15	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$7,767.66</u>
Account 53990.1201 - Other Services and Charges Health Insurance											
17785 - The Howard E. Nyhart Company, INC	Dec 22	12-December 2022 Wellness Reimbursements	Edit		12/13/2022	12/13/2022	12/13/2022			14,200.00	
								Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 1	<u>\$14,200.00</u>
Account 53990.1278 - Other Services and Charges Disability LTD											
18539 - Life Insurance Company Of North America	November 2022	12-November 2022, Bill Ref # 103094_11012022	Paid by EFT # 50283		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9,051.17	
								Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice Transactions 1	<u>\$9,051.17</u>
								Program 120000 - Main Totals		Invoice Transactions 6	<u>\$31,018.83</u>
								Department 12 - Human Resources Totals		Invoice Transactions 6	<u>\$31,018.83</u>
								Fund 801 - Health Insurance Trust Totals		Invoice Transactions 6	<u>\$31,018.83</u>
Fund 802 - Fleet Maintenance(S9500)											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52230 - Garage and Motor Supplies											
50605 - Bauer Built, INC	360130844	17 - Disposal tire fee	Paid by EFT # 50147		12/13/2022	12/13/2022	12/23/2022		12/23/2022	222.75	
50605 - Bauer Built, INC	360130924	17 - stock tires	Paid by EFT # 50147		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,279.20	
50605 - Bauer Built, INC	360130825	17 - stock tires - advantage control 103V, Serial 15KDXMV110722	Paid by EFT # 50147		12/13/2022	12/13/2022	12/23/2022		12/23/2022	6,890.19	
409 - Black Lumber Co. INC	526680	17- anchors & supplies for shop supply	Paid by EFT # 50152		12/13/2022	12/13/2022	12/23/2022		12/23/2022	26.47	
409 - Black Lumber Co. INC	524757	17-sawsall blades	Paid by EFT # 50152		12/13/2022	12/13/2022	12/23/2022		12/23/2022	79.98	



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
2974 - MacAllister Machinery Co, INC	P6272336	17- handle for #657	Paid by EFT # 50287		12/13/2022	12/13/2022	12/23/2022		12/23/2022	370.76
4693 - Monroe County Tire & Supply, INC	061154	17 - 819 tires	Paid by EFT # 50303		12/13/2022	12/13/2022	12/23/2022		12/23/2022	392.96
5531 - Pomp's Tire Service, INC	790540895	17 - stock tires - 245/55VR18 Firehawk Pursuit AWT (16)	Paid by EFT # 50332		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,447.20
54351 - Sternberg, INC	970661	17- blower motor for #938	Paid by EFT # 50375		12/13/2022	12/13/2022	12/23/2022		12/23/2022	109.94
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301729372:01	17- parts for #964	Paid by EFT # 50396		12/13/2022	12/13/2022	12/23/2022		12/23/2022	137.88
								Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 10		<u>\$11,957.33</u>
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	1873252	17 - unleaded	Paid by EFT # 50333		12/13/2022	12/13/2022	12/23/2022		12/23/2022	24,639.42
7854 - Premier AG CO-OP, INC (Premier Energy)	1873251	17 - diesel fuel	Paid by EFT # 50333		12/13/2022	12/13/2022	12/23/2022		12/23/2022	28,548.95
7854 - Premier AG CO-OP, INC (Premier Energy)	1872855	17 - unleaded and diesel fuel	Paid by EFT # 50333		12/13/2022	12/13/2022	12/23/2022		12/23/2022	30,724.22
								Account 52240 - Fuel and Oil Totals Invoice Transactions 3		<u>\$83,912.59</u>
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5077089	17- Lamp assembly ford part	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	39.16
244 - Bloomington Ford, INC	5077114	17-Exhaust Sensor ford part	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	53.45
244 - Bloomington Ford, INC	6205791	17- Interior & Exterior detail - Chevrolet colorado	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	200.00
244 - Bloomington Ford, INC	6206008	17 - interior & exterior detail - Chevrolet colorado	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	250.00
244 - Bloomington Ford, INC	5078329	17- Electronic Module & remote control System ford parts	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	285.00
244 - Bloomington Ford, INC	6206169	17- Interior and exterior detail	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	300.00
244 - Bloomington Ford, INC	5077539	17- Spindle ford parts	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	380.00
244 - Bloomington Ford, INC	5078401	17- exhaust manifold, gaskets, exhaust &Hugo sensor, ford parts	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	449.21



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5078278	17- Clamp ford part	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10.31
244 - Bloomington Ford, INC	5078402	17-ford Gaskets	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	13.56
244 - Bloomington Ford, INC	5078305	17- ford Wiring Sleeve	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	41.87
244 - Bloomington Ford, INC	6208185	17 - 1216 OSL oil change	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	39.00
244 - Bloomington Ford, INC	5077458	17- misc. ford parts	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	92.03
244 - Bloomington Ford, INC	6205557	17- Interior and exterior detail	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	200.00
941 - Central Indiana Truck Equipment Corporation	74189	17 - 959 valves	Paid by EFT # 50179		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,134.48
5792 - Clark Truck Equipment Co., INC	61114	17 - 443 OSL install brine system	Paid by EFT # 50186		12/13/2022	12/13/2022	12/23/2022		12/23/2022	2,440.00
21104 - Cummins Crosspoint, LLC	N8-34966	17 - 964 EFN pressure sensor	Paid by EFT # 50197		12/13/2022	12/13/2022	12/23/2022		12/23/2022	191.84
4044 - Industrial Hydraulics, INC	0437716-IN	17 - 497 coupling	Paid by EFT # 50256		12/13/2022	12/13/2022	12/23/2022		12/23/2022	187.76
4044 - Industrial Hydraulics, INC	0437715-IN	17 - stock couplings	Paid by EFT # 50256		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,254.00
796 - Interstate Battery System of Bloomington, INC	400300580	17 - stock batteries (2-31-MHD and 2-MTP-65HD)	Paid by EFT # 50260		12/13/2022	12/13/2022	12/23/2022		12/23/2022	484.04
796 - Interstate Battery System of Bloomington, INC	30063533	17 - stock batteries (1-MT-59, 2-MTP-65HD, 1-MTX-94R/H7)	Paid by EFT # 50260		12/13/2022	12/13/2022	12/23/2022		12/23/2022	526.54
4439 - JX Enterprises, INC	27274462P	17-Oil drain Connection, plug, seal, screw for #431	Paid by EFT # 50267		12/13/2022	12/13/2022	12/23/2022		12/23/2022	45.38
4439 - JX Enterprises, INC	27274352P	17-Breather Tube for #431	Paid by EFT # 50267		12/13/2022	12/13/2022	12/23/2022		12/23/2022	73.85
4439 - JX Enterprises, INC	27273320P	17- parts for #442	Paid by EFT # 50267		12/13/2022	12/13/2022	12/23/2022		12/23/2022	739.05
4439 - JX Enterprises, INC	27273638P	17- parts for stock	Paid by EFT # 50267		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,391.94
4474 - Ken's Westside Service & Towing, LLC	51830	17 - 956 OSL Engine overhaul	Paid by EFT # 50270		12/13/2022	12/13/2022	12/23/2022		12/23/2022	15,037.93
4693 - Monroe County Tire & Supply, INC	062431	17-tires for #253	Paid by EFT # 50303		12/13/2022	12/13/2022	12/23/2022		12/23/2022	165.25



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Fund 802 - Fleet Maintenance(\$9500)											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52320 - Motor Vehicle Repair											
4693 - Monroe County Tire & Supply, INC	062783	17-tires for #836	Paid by EFT # 50303		12/13/2022	12/13/2022	12/23/2022		12/23/2022	362.96	
53385 - O'Reilly Automotive Stores, INC	1903-328395	17- oil CLR gasket part	Paid by Check # 76568		12/13/2022	12/13/2022	12/23/2022		12/23/2022	17.10	
53385 - O'Reilly Automotive Stores, INC	1903-328370	17- Brake Shoes	Paid by Check # 76568		12/13/2022	12/13/2022	12/23/2022		12/23/2022	45.04	
53385 - O'Reilly Automotive Stores, INC	1903-328426	17- Cabin, Oil, fuel and Air Filters for Chevrolet Silverado	Paid by Check # 76568		12/13/2022	12/13/2022	12/23/2022		12/23/2022	98.81	
53385 - O'Reilly Automotive Stores, INC	1903-328180	17- EGR Valve & EGR Cooler	Paid by Check # 76568		12/13/2022	12/13/2022	12/23/2022		12/23/2022	576.48	
16069 - Palmer Trucks, INC	I423430	17 - Knob-Heater & clip-Heater Knob reinforce	Paid by EFT # 50323		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10.51	
16069 - Palmer Trucks, INC	I422047	17- def Quality Sensor for stock	Paid by EFT # 50323		12/13/2022	12/13/2022	12/23/2022		12/23/2022	432.62	
480 - Proveli, LLC (Hall Signs, INC)	48741	17 - stock City seals for vehicles and equipment	Paid by EFT # 50337		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,131.00	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	November 2022	17 - various parts and equip for the month of Novembe	Paid by EFT # 50367		12/13/2022	12/13/2022	12/23/2022		12/23/2022	9,763.46	
54351 - Sternberg, INC	63741	17 - #422 OSL part and labor	Paid by EFT # 50375		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,201.29	
7555 - VoMac Truck Sales & Service INC	88790T	17- Cap for Mack trucks	Paid by EFT # 50402		12/13/2022	12/13/2022	12/23/2022		12/23/2022	169.74	
7555 - VoMac Truck Sales & Service INC	88565T	17- Alternator, belts, belt tensioner for Mack trucks	Paid by EFT # 50402		12/13/2022	12/13/2022	12/23/2022		12/23/2022	563.84	
7555 - VoMac Truck Sales & Service INC	88546T	17- injector for Mack trucks	Paid by EFT # 50402		12/13/2022	12/13/2022	12/23/2022		12/23/2022	587.88	
7555 - VoMac Truck Sales & Service INC	88686T	17- Fan Clutch for Mack trucks	Paid by EFT # 50402		12/13/2022	12/13/2022	12/23/2022		12/23/2022	843.67	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NQ3764	17- brake parts for stock	Paid by EFT # 50416		12/13/2022	12/13/2022	12/23/2022		12/23/2022	133.88	
								Account 52320 - Motor Vehicle Repair Totals		Invoice Transactions 42	\$41,963.93
Account 52420 - Other Supplies											
3560 - First Financial Bank / Credit Cards	223651	17 - mopar witech subscription	Paid by Check # 76555		12/13/2022	12/13/2022	12/23/2022		12/23/2022	800.00	
4918 - HELM, INC	INVH5935	17 - ford service publication	Paid by EFT # 50238		12/13/2022	12/13/2022	12/23/2022		12/23/2022	3,150.00	
8181 - Lawson Products, INC	9310124068	17 - DNI Parts - nut and bolts	Paid by EFT # 50280		12/13/2022	12/13/2022	12/23/2022		12/23/2022	240.67	



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Fund 802 - Fleet Maintenance(\$9500)											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52420 - Other Supplies											
1548 - Safety Shoe Distributors, INC	I200-21059597	17 - winter clothing for staff	Paid by EFT # 50349		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,173.81	
									Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$5,364.48</u>
Account 53130 - Medical											
231 - IU Health OCC Health Services	00137706-00	17-hearing test-Arthur,Hillenburg,Rushton,Sciscoe,Smith,Snider	Paid by EFT # 50262		12/13/2022	12/13/2022	12/23/2022		12/23/2022	259.00	
									Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$259.00</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487801122	06-cell phone chgs 11/12-12/11/22-Inv. 287289748780X11192022	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	26.14	
13969 - AT&T Mobility II, LLC	2872897487801022	06-cell phone chgs 10/12-11/11/22-Inv. 287289748780X10192122	Paid by Check # 76541		12/12/2022	12/12/2022	12/12/2022		12/12/2022	41.70	
									Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$67.84</u>
Account 53420 - Worker's Comp & Risk											
1847 - Hylant of Indianapolis, LLC	361921	10-Renewal of Workers Comp-Excess Effective -1/1/23	Paid by EFT # 50246		12/13/2022	12/13/2022	12/23/2022		12/23/2022	4,107.46	
									Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$4,107.46</u>
Account 53510 - Electrical Services											
223 - Duke Energy	9300000272121122	02-Facilities Summary Billing Electric bill-10/04-11/1/22	Paid by Check # 76543		12/12/2022	12/12/2022	12/12/2022		12/12/2022	98.62	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$98.62</u>
Account 53540 - Natural Gas											
6769 - EDF, INC (EDF Energy Services)	143129ES	06-City Fac.-Natural Gas Commodity-Nov 2022 management fee	Paid by EFT # 50116		12/12/2022	12/12/2022	12/12/2022		12/12/2022	52.38	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$52.38</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	W85308	17 - repair to the hot water heater in the wash	Paid by EFT # 50233		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,056.37	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$1,056.37</u>



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53620 - Motor Repairs										
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0107436	17 - 4141 windshield replacement	Paid by EFT # 50130		12/13/2022	12/13/2022	12/23/2022		12/23/2022	280.00
244 - Bloomington Ford, INC	6208185	17 - 1216 OSL oil change	Paid by EFT # 50157		12/13/2022	12/13/2022	12/23/2022		12/23/2022	31.85
7439 - Lori Heaton (Rick's Towing)	7528	17- tow bill 1216 for Ford Interceptor	Paid by EFT # 50236		12/13/2022	12/13/2022	12/23/2022		12/23/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	22-1130-74953	17 - towing services - Ford Taurus - Tire Service	Paid by EFT # 50270		12/13/2022	12/13/2022	12/23/2022		12/23/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	22-1128-74897	17 - towing services - Ford Explorer	Paid by EFT # 50270		12/13/2022	12/13/2022	12/23/2022		12/23/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	22-1128-74899	17 - towing services - GMC Sierra 3500	Paid by EFT # 50270		12/13/2022	12/13/2022	12/23/2022		12/23/2022	85.00
4474 - Ken's Westside Service & Towing, LLC	22-1130-74972	17 - towing services - Sanitation Truck	Paid by EFT # 50270		12/13/2022	12/13/2022	12/23/2022		12/23/2022	287.50
4474 - Ken's Westside Service & Towing, LLC	51830	17 - 956 OSL Engine overhaul	Paid by EFT # 50270		12/13/2022	12/13/2022	12/23/2022		12/23/2022	5,557.45
54351 - Sternberg, INC	63741	17 - #422 OSL part and labor	Paid by EFT # 50375		12/13/2022	12/13/2022	12/23/2022		12/23/2022	1,890.00
6476 - Samuel D Wray (Wray Automotive)	7953	17- alignment unit #134	Paid by EFT # 50415		12/13/2022	12/13/2022	12/23/2022		12/23/2022	50.00
Account 53620 - Motor Repairs Totals								Invoice Transactions	10	\$8,381.80
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080031796	17 - City portion Of uniform rentals- 10/26/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	20.65
19171 - Aramark Uniform & Career Apparel Group, INC	4080033312	17 - mat rentals & Shop towels - 11/02/22	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	4080033315	17 - City portion Of uniform rentals- 11/02/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	20.73
19171 - Aramark Uniform & Career Apparel Group, INC	4080034261	17 - mat rentals & Shop towels - 11/09/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	4080034264	17 - City portion Of uniform rentals- 11/09/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	170.76
19171 - Aramark Uniform & Career Apparel Group, INC	4080035444	17 - mat rentals & Shop towels - 11/16/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.36



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080035446	17 - City portion Of uniform rentals- 11/16/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	18.75
19171 - Aramark Uniform & Career Apparel Group, INC	4080036595	17 - mat rentals & Shop towels - 11/23/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	4080038930	17 - mat rentals & Shop towels - 12/7/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	4080036596	17 - City portion Of uniform rentals- 11/23/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	18.77
19171 - Aramark Uniform & Career Apparel Group, INC	4080037774	17 - City portion Of uniform rentals- 11/30/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	18.75
19171 - Aramark Uniform & Career Apparel Group, INC	4080038931	17 - City portion Of uniform rentals- 12/07/2022	Paid by EFT # 50135		12/13/2022	12/13/2022	12/23/2022		12/23/2022	18.89
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 12	<u>\$674.10</u>
							Program 170000 - Main Totals		Invoice Transactions 88	<u>\$157,895.90</u>
							Department 17 - Fleet Maintenance Totals		Invoice Transactions 88	<u>\$157,895.90</u>
							Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice Transactions 88	<u>\$157,895.90</u>
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1241 - Other Services and Charges Vision										
3977 - Cigna Health & Life Insurance Company	3106335	12-December 2022 Cigna Dental Vision Premiums	Paid by EFT # 50183		12/13/2022	12/13/2022	12/23/2022		12/23/2022	8,083.77
							Account 53990.1241 - Other Services and Charges Vision Totals		Invoice Transactions 1	<u>\$8,083.77</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	121322Daily	12-City URM/Util URM/City DDC	Paid by EFT # 50120		12/13/2022	12/13/2022	12/13/2022		12/13/2022	640.64
17785 - The Howard E. Nyhart Company, INC	120922daily	12-City URM	Edit		12/15/2022	12/15/2022	12/15/2022			17.00
17785 - The Howard E. Nyhart Company, INC	121422daily	12-City URM	Edit		12/15/2022	12/15/2022	12/15/2022			32.38
17785 - The Howard E. Nyhart Company, INC	121322 daily	12-City/Util URM	Edit		12/15/2022	12/15/2022	12/15/2022			129.86
							Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice Transactions 4	<u>\$819.88</u>



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Invoice Date Range 12/10/22 - 12/23/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
17785 - The Howard E. Nyhart Company, INC	121322Daily	12-City URM/Util URM/City DDC	Paid by EFT # 50120		12/13/2022	12/13/2022	12/13/2022		12/13/2022	192.00
								Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice Transactions 1	<u>\$192.00</u>
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	November 2022	12-November 2022, Bill Ref # 103094_11012022	Paid by EFT # 50283		12/13/2022	12/13/2022	12/23/2022		12/23/2022	17,828.94
								Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice Transactions 1	<u>\$17,828.94</u>
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	November 2022	12-November 2022, Bill Ref # 103094_11012022	Paid by EFT # 50283		12/13/2022	12/13/2022	12/23/2022		12/23/2022	10,264.65
								Account 53990.1277 - Other Services and Charges Disability STD Totals	Invoice Transactions 1	<u>\$10,264.65</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	121222Daily	12-Util URM	Paid by EFT # 50119		12/13/2022	12/13/2022	12/13/2022		12/13/2022	7.47
17785 - The Howard E. Nyhart Company, INC	121322Daily	12-City URM/Util URM/City DDC	Paid by EFT # 50120		12/13/2022	12/13/2022	12/13/2022		12/13/2022	1,741.80
17785 - The Howard E. Nyhart Company, INC	121022daily	12-Util URM	Edit		12/15/2022	12/15/2022	12/15/2022			28.10
17785 - The Howard E. Nyhart Company, INC	121322 daily	12-City/Util URM	Edit		12/15/2022	12/15/2022	12/15/2022			91.36
17785 - The Howard E. Nyhart Company, INC	120822daily	12-Util URM	Edit		12/15/2022	12/15/2022	12/15/2022			342.33
								Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 5	<u>\$2,211.06</u>
Account 53990.1283 - Other Services and Charges Health Savings Account										
17785 - The Howard E. Nyhart Company, INC	12-16-22Payroll	12-Nyhart HSA EE Contributions - 12-16-22	Edit		12/15/2022	12/15/2022	12/15/2022			18,448.14
								Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice Transactions 1	<u>\$18,448.14</u>
								Program 120000 - Main Totals	Invoice Transactions 14	<u>\$57,848.44</u>
								Department 12 - Human Resources Totals	Invoice Transactions 14	<u>\$57,848.44</u>
								Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 14	<u>\$57,848.44</u>



Board of Public Works Claim Register

Invoice Date Range 12/10/22 - 12/23/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 978 - City 2016 GO Bond Proceeds										
Department 06 - Controller's Office										
Program 06016C - 2016 C Jackson Trail										
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	157323	13-Jackson Creek Trail Phase II (CE)-Oct 2022	Paid by EFT # 50131		12/13/2022	12/13/2022	12/23/2022		12/23/2022	22,136.57
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions	1	<u>\$22,136.57</u>
							Program 06016C - 2016 C Jackson Trail Totals	Invoice Transactions	1	<u>\$22,136.57</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	1	<u>\$22,136.57</u>
							Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice Transactions	1	<u>\$22,136.57</u>
							Grand Totals	Invoice Transactions	469	<u>\$1,090,761.09</u>

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/23/22	Claims				\$1,090,761.09

\$1,090,761.09

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,090,761.09

Dated this _____ day of _____ year of 20_____.

 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 Office_____