# Board of Public Works Meeting August 15, 2023



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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

### AGENDA BOARD OF PUBLIC WORKS August 15, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, August 15, 2023 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/89897794529?pwd=aEdrRUpwY1p3dTdwVjYrQWZsMUN4QT09

Meeting ID: 898 9779 4529 Passcode: 081395

### I. MESSAGES FROM BOARD MEMBERS

### II. <u>PETITIONS AND REMONSTRANCES</u>

#### III. TITLE VI ABATEMENTS

- 1. Abatement at 1520 W. Woodruff Lane
- 2. Abatement at 2225 S. High Street

#### IV. CONSENT AGENDA

- 1. Approval of Minutes July 03, 2023
- 2. Resolution 2023-48; Renew Mobile Vendor, Kona Ice Truck #1
- 3. Resolution 2023-49; Renew Mobile Vendor, Kona Ice Truck #2
- 4. Resolution 2023-50; Renew Mobile Vendor, Kona Ice Truck #3
- 5. Resolution 2023-51; Best Beers Inc. Clydesdale on Kirkwood Event
- 6. Resolution 2023-52; Russian Recording's 20th Anniversary
- 7. Resolution 2023-53; Paint the Town Purple
- 8. Change Order #1 for the Hopewell Phase I East Project
- 9. Lane Closure Request from Milestone Contractors for Hopewell Phase I East, Morton from 1st to 2<sup>nd</sup>
- 10. Approval of Payroll

#### V. NEW BUSINESS

- 1. Resolution 2023- 55; Public Works Facilities Suspension Policy
- 2. Resolution 2023-56; Proposed Right-of-Way Obstruction Ordinance
- 3. Scooter License Application for Bird Rides, Inc.
- 4. Scooter License Application for Neutron Holdings, Inc. dba Lime
- 5. Scooter License Application for Veo Ride, Inc.
- 6. Preliminary Engineering Contract with Eagle Ridge Civil Engineering for Downtown Curb Ramps Ph. IV
- 7. Change Order #1 for the Allen Street Greenway Project
- 8. Change Order #2 for the E. Winslow Rd. Resurfacing Project
- 9. Lane & Sidewalk Closure Request from Duke Energy on E. 2nd Street (August 31, 2023 October 01, 2023)
- 10. Lane & Sidewalk Closure Request from Duke Energy on W. 13th Street (August 31, 2023 October 01, 2023)
- 11. Lane & Sidewalk Closure Request from Duke Energy on W. Allen & S. Madison Streets (September 04 15, 2023)
- 12. Lane and Sidewalk Closure Request from AEG
- 13. Road Closure Request from Miller Pipeline at 1st and Rogers (August 21 25, 2023)
- 14. Lane & Sidewalk Closure Request from Shiel Sexton on E. 7th & Pete Ellis Dr. (August 28-30, 2023)
- 15. Acceptance of Public Improvements for Sudbury Parcel O, Summit Woods Phase 1, Sections 1 & 2
- 16. Contract with Ann-Kriss LLC for Exterior Painting Project at City Hall
- 17. Contract with Ann-Kriss LLC for Sanitation Garage Repairs

### VI. <u>STAFF REPORTS & OTHER BUSINESS</u>

1. Update on Lane Closures from Landmark Construction on N. Walnut Street

#### VII. APPROVAL OF CLAIMS

### VIII. ADJOURNMENT

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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

### **Staff Report**

To: Board of Public Works

From: Chastina Hayes & Colleen Newbill

**Date: August 10, 2023** 

Re: Request to abate property at 1520 S. Woodruff Lane, Bloomington, IN

#### Attachments:

1. Notices of Violation Issued July 18, July 25, and August 3, 2023.

- 2. Photographs of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

### Facts:

- 1. Bloomington Municipal Code § 6.06.020 makes it unlawful for "any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it."
- 2. Bloomington Municipal Code § 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 3. On July 18, July 25, and August 3, 2023, a Neighborhood Compliance Officer inspected the property located at 1520 S. Woodruff Lane, Bloomington, IN (Hereinafter the "Property") and issued Notice(s) of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050 (Hereinafter the "NOV").
- 4. The NOV were issued to Helen Kirk & John Schnitzer (Hereinafter the "Owner") the owner of the Property which is in violation of BMC §§ 6.06.020 and 6.06.050 in that it contains garbage, rubbish, trash, or other refuse and grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 5. The violations have not been corrected and the NOV were not appealed.
- 6. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
- 8. The abatement should be continuous.

### Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage, trash, and rubbish remain scattered throughout the Property and the Property remains overgrown. The property needs to be abated to eliminate the violation and public nuisance.

### Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the abatement be continuous.



BPW:

# **Notice of Violation**

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

<ol> <li>above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.</li> <li>Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.</li> <li>The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (to the city has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited.</li> </ol>	Dat	te 7.18:23 Time 1:33 pm Address/location 1520 & Woodruff LN 47401
BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be wishle from street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers she removed from the street or sidewalk on the same day as the collection is made.      Fine Due: \$15.00	Issu	ued by: $218$
NOTE: Inmediate compliance required in order to avoid additional violations/fines unsessed at \$15.00/day per BMC 6.04.100(c).    BMC 6.06.020 It is unlawful for any person to throw, place, or seatter any garbage, recyclable materials or yard waste over or upon any premises, street, altey, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste over or upon any premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.    Fine Due:	stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the eet more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall
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1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address liste above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.  2. Fines shall not attach to non-possessory residential rental property owner (s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines it a lease is not presented in the time period indicated.  3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (City has the authority to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limite to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.  4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.  Owner Name  Address  City  State  City  State	or)	roxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.  Fine Due: \( \sum_{\text{\$\frac{1}{2}}}\) \( \
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117,101		Address 1520 S WOOD VUIF W Address
Zip Code Zip Code		City
BPW: Mail Copies To: Resident: Owner: Agent:		



## **Notice of Violation**

Housing & Neighborhood Development Department (HAND) P.O. Box 100 401 N. Morton Street

Bloomington, IN 47402 www.bloomington.in.gov/hand/

Time 12/23 PM Address/location 1520 S Woodruff LN 47401

Issu	Issued by: 218		
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not street more than twenty-four hours prior to the time when such solid waste, recibe removed from the street or sidewalk on the same day as the collection is made	cling or yard waste is to be collected. Carts and containers shall	
	☐ Fine Due: \$15.00 ☐ Warning (No fine due at	this time) Ticket#	
NO	NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at	\$15.00/day per BMC 6.04.100(c).	
fie on X	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any gordenises, street, alley, either public or private, or to suffer or permit any garbage on the premises owned, occupied or controlled by such person either with or with Fine Due: \$\Bigcup\$\$\$ \$\Bigcup\$\$\$\$ \$\Bigcup\$\$\$\$\$ \$\Bigcup\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	e, recyclable materials or yard waste to be placed or deposited thout the intent to remove, cover or burn it.  at this time) Ticket# 62027-07-1214	
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1.	<ol> <li>Fine must be paid within 2 weeks from date of issuance of the Notice of Violation Department for further enforcement action. This NOV must be returned with payn above. Please make check/money order payable to "The City of Bloomington." Circuit Courts.</li> </ol>	nent. You may pay in person or mail payment to the address listed	
2.	2. Fines shall not attach to non-possessory residential rental property owner(s) for a p exact copy of any and all leases in effect during the time period covered by the NO responsible for fines due. A non-possessory residential rental property owner is the Property owner(s) shall otherwise be held responsible for fines if a lease is not pres	V (per occurrence), at which time said tenant(s) shall be held owner of record, but one that is not a resident of said property.	
3.			
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Department, within seven days of the date of issuance of this NOV.			
	Owner Name Kink, Helen + Schnitzer, John A	gent Name	
	Address 1520 S Woodruff Ln A	ddress	
	City Bloomungfon State IN C	ityState	
	Zip Code 47401	ip Code	
	BPW: Mai	l Copies To: Resident:Owner:_X_Agent:	



### **Notice of Violation**

Housing & Neighborhood
Development Department (HAND)

Agent:

Owner:

P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Date &	3.5	13

Time 1032 am Address/location 1520 & Woodruff Ln 47401

Issu	ued by: 218		
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NO	Fine Due: \$15.00		,
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4.	This NOV may be appealed to the City's Board of Public Works, provide Department, within seven days of the date of issuance of this NOV.	edaw	ritten appeal is filed with the Board, via the City's Public Works
	Owner Name Kirk, Helen + Schnitzer, Joh	h	Agent Name
	Address 1520 S Woodruff (n		Address
	City Burney State N		CityState
	Zin Code UTUO		Zip Code

Mail Copies To: Resident:\_



# City of Bloomington Housing and Neighborhood Development

### NOTICE OF REQUEST FOR ABATEMENT

To: Kirk, Helen R; Schnitzer, John ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1520 S Woodruff Lane**, Bloomington 47401, under parcel number 53-08-11-204-021,000-009 and whose legal description is 015-48320-00 BITTNER WOODS LOT 2 & Pt (0.016 acre) Lot 3 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday August 15, 2023 LIVE in the Council Chambers and virtually via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

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

Fines are not appealed at this meeting























### **Monroe County, IN**

1520 S Woodruff LN, Bloomington, IN 47401-4446 53-08-11-204-021.000-009



### **Parcel Information**

Parcel Number: 53-08-11-204-021.000-009

**Alt Parcel Number:** 015-48320-00

Property Address: 1520 S Woodruff LN

Bloomington, IN 47401-4446

Neighborhood: Bittner Woods - A

Property Class: 1 Family Dwell - Platted Lot

Owner Name: Kirk, Helen R; Schnitzer, John

Owner Address: 1520 S Woodruff Lane

Bloomington, IN 47401

Legal Description: 015-48320-00 BITTNER WOODS LOT 2 &

Pt (0.016 acre) Lot 3

### **Taxing District**

Township: PERRY TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

### **Land Description**

<u>Land Type</u> <u>Acreage</u> <u>Dimensions</u>

0.526

### City of Bloomington's Board of Public Works Order Of Abatement for NOV

This matter is before the Board of Public Works for Continuous Abatement of Notice of Violations issued July 18, July 25, and August 3, 2023, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 15, 2023.

The Board of Public Works now finds as follows:

- 1. Helen Kirk & John Schnitzer (Hereinafter the "Owner") own the real estate located at 1520 S. Woodruff Lane, Bloomington, Indiana under parcel number 53-08-11-204-021.000-009 and whose legal description is 015-48320-00 BITTNER WOODS LOT 2 & Pt (0.016 acre) Lot 3 (Hereinafter the "Property")
- 2. On July 18, July 25, and August 3, 2023, A City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020 and excessive growth on the Property in violation of BMC § 6.06.050.
- 3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
- 4. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 5. The NOV were not appealed.
- 6. The violation cited in the NOV were not remedied.
- 7. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

- 1. The City, via its employees and/or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via its employees and/or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste and to eliminate overgrown weeds, grass, or noxious plants as the foregoing terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- 4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction no later than 10 days from the date of this Order.
- 6. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT.** The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning deposit of garbage and/or excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

7. THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST ISSUED NOV AND SHALL EXPIRE ON THE 18<sup>TH</sup> DAY OF JULY, 2024.

So Ordered this 15th Day of AUGUST, 2023.

Kyla Cox Deckard, President Board of Public Works City of Bloomington

### **Staff Report**

To: Board of Public Works

From: Chastina Hayes & Colleen Newbill

**Date: August 10, 2023** 

Re: Request to abate property at 2225 S. High Street, Bloomington, IN

### **Attachments**:

1. Notices of Violation Issued July 18, July 25, and August 3, 2023.

- 2. Photograph of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

### Facts:

- 1. Bloomington Municipal Code § 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 2. On July 18, July 25, and August 3, 2023, a Neighborhood Compliance Officer inspected the property located at 2225 S. High St., Bloomington, IN (Hereinafter the "Property") and issued Notices of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the "NOV").
- 3. The NOV were issued to William Adam (Hereinafter the "Owner") the owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 4. The violation have not been corrected and the NOV were not appealed.
- 5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
- 7. The abatement should be continuous.

### Status of the Property and Reason for Abatement:

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

#### Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the abatement be continuous.



BPW: \_\_

## **Notice of Violation**

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

Dat	te 7.18.23 Time 1:18 pm Address/location 2225 S High 87. 47401
Issu	ued by: $218$
stre be r	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the set more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall removed from the street or sidewalk on the same day as the collection is made.    Fine Due: \$15.00   Warning (No fine due at this time)   Ticket#
prei	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any emises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.  Fine Due: \$\Begin{array}\text{S50} & \Begin{array}\text{S100} & \Begin{array}\text{S150} & \Begin{array}\text{Warning (No fine due at this time)} & \text{Ticket#} \\  DTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
orı	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.  Fine Due: \$\sqrt{\$50}\$ \$\sqrt{\$100}\$ \$\sqrt{\$150}\$ \$\sqrt{\$Warning}\$ (No fine due at this time) Ticket# 62077-07-1170  OTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
Cor	property.
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4.	This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.
	Owner Name Adam, William Agent Name
	Address 2225 S High 8t Address
	City Bloomington State U City State
	Zip Code Zip Code
	BPW: Mail Copies To: Resident: Owner: Agent:



### **Notice of Violation**

Housing & Neighborhood Development Department (HAND)

P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

	1
Date 1, 25, 23 Time 12:10 pm Address/location 2236 S High St 47401	
Issued by: $\mathcal{Q}(8)$	
BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible for street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and contained be removed from the street or sidewalk on the same day as the collection is made.	om the
Fine Due: \$15.00	
BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon a premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or depon the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.	ny sited
Fine Due: \$\Bigcup \$50 \$\Bigcup \$100 \$\Bigcup \$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	
BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuis Fine Due: \$\int\\$50 \$\int\\$100 \$\int\\$150 \$\int\\$Warning (No fine due at this time) Ticket#\(\frac{6}{6}\)2023-07-12/NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).	ance.
comments: MOW all Overgrown grass on the property.	
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address	listed

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

Owner Name Adam, William	
Address 2225 S High St.	
city Bloomington	State \( \sum_{\text{\colored}} \)
Zip Code 47401	
DDIV.	

Agent Name	
Address	
City	State
Zip Code	
	, j

Mail Copies To: Resident: \_\_\_\_ Owner: X Agent: \_\_\_\_



### **Notice of Violation**

Housing & Neighborhood Development Department (HAND)

P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Date <u>8.3.43</u>

Time 1046 am Address/location 2225 S

High St. 47401

Iss	sued by: $\mathcal{A}/\mathcal{B}$		
stre		shall not be placed upon the street or sidewalk so as to be visible from the vaste, recycling or yard waste is to be collected. Carts and containers shall ion is made.	
NT/		e due at this time) Ticket#	
NC	OTE: Immediate compliance required in order to avoid additional violations/fines	assessed at \$15.00/day per BMC 6.04.100(c).	
pre		tter any garbage, recyclable materials or yard waste over or upon any ny garbage, recyclable materials or yard waste to be placed or deposited with or without the intent to remove, cover or burn it.	
	Fine Due: 🗆\$50 🗆\$100 🗆\$150 🗀 Warning (No		
INC	OTE: Immediate compliance required in order to avoid additional violations/fines	assessed at \$50.00, \$100, or \$150/day per BMC 0.00.070(c).	
or,	noxious plants beyond the height of 8 inches or to such extent that	ound within the city to allow it to become overgrown with weeds, grass, the growth is detrimental to the public health and constitutes a nuisance.	
NO	Fine Due: \$\sums\$50 \$\sums\$\$100 \$\sums\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	fine due at this time) Ticket# <u>42023-88-1245</u> assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).	
Со	omments: MOW OU OVERADION C	mass on the property.	
	,		
1.	Department for further enforcement action. This NOV must be returned	Violation (NOV) to avoid this matter being forwarded to the City's Legal with payment. You may pay in person or mail payment to the address listed omington." All fines listed above may be contested in the Monroe County	
2.	exact copy of any and all leases in effect during the time period covered	wner is the owner of record, but one that is not a resident of said property.	
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.		
4.	This NOV may be appealed to the City's Board of Public Works, provid Department, within seven days of the date of issuance of this NOV.	ed a written appeal is filed with the Board, via the City's Public Works	
	Owner Name Adam William	Agent Name	
	Address 225 8 High 87,	Address	
	City Bloomungton State IN	CityState	
	Zip Code 4740	Zip Code	
	BPW: \ 8/15	Mail Copies To: Resident: Owner: Agent:	



# City of Bloomington Housing and Neighborhood Development

### **NOTICE OF REQUEST FOR ABATEMENT**

To: Adam, William W ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **2225 S High ST**, Bloomington 47401, under parcel number 53-08-10-400-006.000-009 and whose legal description is 015-53480-00 PT SW SE 10-8-1W; 4.174A (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday August 15, 2023 LIVE in the Council Chambers and virtually via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

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

Fines are not appealed at this meeting

Fax: (812) 349-3582





### **Monroe County, IN**

2225 S High ST, Bloomington, IN 47401-4314 53-08-10-400-006.000-009



#### **Parcel Information**

Parcel Number: 53-08-10-400-006.000-009

**Alt Parcel Number:** 015-53480-00

Property Address: 2225 S High ST

Bloomington, IN 47401-4314

Neighborhood: High Street - South - A

Property Class: 1 Family Dwell - Unplatted (0 to 9.99 Acres)

Owner Name: Adam, William W

Owner Address: 2225 S High St

Bloomington, IN 47401

Legal Description: 015-53480-00 PT SW SE 10-8-1W;

4.174A

### **Taxing District**

Township: PERRY TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

### **Land Description**

Land Type	<u>Acreage</u>	<u>Dimensions</u>
9	1.0	
91	3.174	

### City of Bloomington's Board of Public Works Order Of Abatement for NOV

This matter is before the Board of Public Works for Continuous Abatement of Notice of Violations issued July 18, July 25, and August 3, 2023, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 15, 2023.

The Board of Public Works now finds as follows:

- 1. William Adam (Hereinafter the "Owner") own the real estate located at 2225 S. High Street and whose legal description is 015-53480-00 PT SW SE 10-8-1W; 4.174A (Hereinafter the "Property").
- 2. On July 18, July 25, and August 3, 2023, A City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property in violation of BMC § 6.06.050.
- 3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
- 4. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 5. The NOV were not appealed.
- 6. The violation cited in the NOV were not remedied.
- 7. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

- 1. The City, via its employees and/or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via its employees and/or a third-party contractor hired by the City, is authorized to enter into and onto the Property to eliminate overgrown weeds, grass, or noxious plants as the foregoing terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- 4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction no later than 10 days from the date of this Order.
- 6. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT.** The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

7. THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST ISSUED NOV AND SHALL EXPIRE ON THE  $18^{\rm TH}$  DAY OF JULY, 2024.

So Ordered this 15th Day of AUGUST, 2023.

Kyla Cox Deckard, President Board of Public Works City of Bloomington The Board of Public Works meeting was held Monday, July 03, 2023 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

Elizabeth Karon Jennifer Lloyd **ROLL CALL** 

City Staff: April Rosenberger -Public Works

Rob Council – Housing & Neighborhood Development Alex Crowley - Economic & Sustainable Development

Andrew Cibor - Engineering Maria McCormick - Engineering Colleen Newbill – Legal Aleks Pratt - Legal

Cox Deckard extended thanks to the many crews that have been working since our severe weather storm on Thursday. Also thanked the residents for being patient while limbs were cleared and power restored. Thanked all of those who worked many extra hours to get us back in good order.

MESSAGES FROM BOARD MEMBERS

None

Rob Council, HAND, presented the Abatement for 708 South Adams Street. See meeting packet for details.

PETITIONS& REMONSTRANCES

TITLE VI ABATEMENTS
Abatement at 708 South
Adams Street

#### **Board Comments:** None

Karon made a motion to approve the abatement at 708 South Adams Street. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

- 1. Appoint Neil Tong as Board of Public Works' Designated Representative on the City's Tree Commission
- 2. Noise Permit Mother Hubbard's Garden Gala
- 3. Resolutions 2023-30 through 2023-32; Declaration of ITS Surplus
- 4. Resolution 2023-33; Banneker Block Party
- 5. Resolution 2023-34; WFHB Block Party
- 6. Resolution 2023-36; Pride
- 7. Resolution 2023-37; Switchyard Brewing Co.'s Block Party
- 8. Resolution 2023-38; Wonder Lab's Partial Eclipse Viewing Party
- 9. Approval of Payroll

#### **Board Comments: None**

Karon made a motion to approve the Consent Agenda. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Crowley, Economic & Sustainable Development, presented the New Scooter License Application via Zoom. See Meeting packet for details.

**Public Comment:** Chuck Livingston, resident of Elm Heights, said, via zoom, over the past year he had been sharing pics of scooters blocking sidewalks. Livingston stated he had taken

NEW BUSINESS New Scooter License Application

CONSENT AGENDA

25 photos on April 24, 2023 in an hour 15 minute walk. Every photo shows a violation of the ordinance approved by the Council four years ago. He stated that the public was told there would be enforcement for these violations, but there has been no enforcement at all. Livingston stated writing a new license with new conditions will do nothing without a commitment to enforce.

**Board Comments:** Lloyd clarified that the document they are voting on is the revised version which now has 5 sub sections for requirements to operators regarding education. Karon also thanked staff from ESD and City Legal for working with Board members to incorporate recommendations in that section in the last hour. Karon stated she doesn't know how adding more details in the license and the ordinance will reconcile and fix the obvious problems, evidenced from the photos, which happen all the time. Crowley responded with if a rider attempts to end their ride in an area that isn't sanctioned, they cannot end the ride. Crowley said that Geo-fencing allows some practical benefits to encourage people to park in the right place. Since October of last year, Public Works has had an enforcement staff that go into highly congested areas of violations. The purpose of the enforcement is use the documentation to apply fines to those operators and to encourage them to park the scooters in the right spot. Karon asked if operators had been fined previously for the improper parking of their scooters. Crowley stated they had not, but that it would be changing. Lloyd asked if they had a date of when fining is going to start. Crowley stated that the hope is to implement around August, pre-student arrival and into the fall. Lloyd asked if they could have a report in September to see how the enforcement is going and to see what kind of fines and penalties have been given. Crowley stated that it would be an administrative burden of fining so it would be done monthly. Karon asked where it shows in this final license application that the operator will be fined for the improper parking. Crowley said the ordnance itself is where we have the right to fine. Karon found section 10, Letter M where it states how the operator will be fined. Pratt confirmed. Cox Deckard referred to section 10, Letter N and asked who would impound as clearly, by looking at those photos, the scooters should be impounded. She went on to state that scooters that are left on ramps or in accessible parking spaces should be immediately impounded. Crowley cautioned that impounding is a whole other operating challenge. He stated that adding in the fines will motivate operators to ensure riders are leaving the scooters in an appropriate location. Cox Deckard asked if a Class E traffic violation is a higher violation and fine than the fines given if the scooter has been parked improperly but aren't subject to impounding. Pratt confirmed the fine is higher. Karon asked the amount of the fines set forth in the code. Lloyd stated she is frustrated that there is language regarding impoundment, but not really an interest in doing so. She would like to see enforcement to be more proactive and aggressive. Crowley stated that the recommendations of fining and impounding are going into effect, which isn't a wait and see process. He said that it is the end user who is more often than not parking inappropriately. Karon stated she is concerned that the burden is falling to the residents of the City. Cox Deckard asked if the information regarding fines was able to be found. Pratt confirmed that under Bloomington municipal code 15.64.10D, the violation is \$30 if paid within 14 days, \$60 if not paid within 14 days. In subsection E, the impoundment fine is a \$100 per violation plus \$10 per day for storage.

Karon made a motion to approve the New Scooter License Application. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Amendment #1 to LPA Consulting Contract with WSP USA for Right-of-Way Acquisition Services for the W. 2<sup>nd</sup> Street Modernization & Safety Improvements Project. See meeting packet for details.

**Board Comments: None** 

Karon made a motion to approve Amendment #1 to LPA Consulting Contract with WSP USA for Right-of-Way Acquisition Services for the W 2<sup>nd</sup> Street Modernization & Safety

Amendment #1 to LPA Consulting Contract with WSP USA for Right-of-Way Acquisition Services for the W 2<sup>nd</sup> Street Modernization & Safety Improvements Project Improvements Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Contract with Rundell Ernstberger Associates for Temporary on-call Engineering Services. See meeting packet for details.

**Board Comments:** Lloyd commented in the interest of transparency, that the dedicated staff member is a recent City employee. Karon asked how the amount of the contract has been calculated. Cibor stated that the value estimate is approximately two days per week over the course of the year and is based on an hourly fee.

Karon made a motion to approve Contract with Rundell Ernstberger Associates for Temporary on-call Engineering Services. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Maria McCormick, Engineering, presented Full Street Closure Requests from MW Builders on N. Kinser Pike (July 17-July 31, 2023). See meeting packet for details.

**Board Comments:** Cox Deckard asked for confirmation that local traffic would have access to the private drives and that through traffic would have an alternate route. McCormick confirmed. Cox Deckard asked if the property owners had been notified. McCormick confirmed.

Karon made a motion to approve Full Street Closure Requests from MW Builders on N. Kinser Pike (July 17-July 31, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Maria McCormick, Engineering, presented Time Extension Request from Duke Energy for Phase 3 of Reliability Project (July 05-November 30, 2023). See meeting packet for details.

**Board Comments:** Cox Deckard noted that there is a period of high traffic during student move-in and asked if there had been a conversations between Duke and the City. McCormick confirmed.

Karon made a motion to approve Time Extension Request from Duke Energy for Phase 3 of Reliability Project (July 05-November 30, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Maria McCormick, Engineering, presented Lane Closure Request from Landmark Construction on N. Walnut St. (July 10-August 11, 2023). See meeting packet for details.

#### **Board Comments:** None.

Karon made a motion to approve Lane Closure Request from Landmark Construction on N. Walnut St. (July 10-August 11, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Maria McCormick, Engineering, presented Street Closure Request from Gilliatte General Contractors on Grant Street (July 06-July 14, 2023). See meeting packet for details.

#### **Board Comments:** None.

Karon made a motion to approve Street Closure Request from Gilliatte General Contractors on Grant Street (July 06-July 14, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Contract with Rundell Ernstberger Associates for Temporary on-call Engineering Services

Full Street Closure Requests from MW Builders on N. Kinser Pike (July 17-July 31, 2023)

Time Extension Request from Duke Energy for Phase 3 of Reliability Project (July 05-November 30, 2023)

Lane Closure Request from Landmark Construction on N. Walnut St. (July 10-August 11, 2023)

Street Closure Request from Gilliatte General Contractors on Grant Street (July 06-July 14, 2023)

Maria McCormick, Engineering, presented Sidewalks, Lane, and Bike Lane Closure Sidewalks, Lane, and Bike Request from Duke Energy on E. 10<sup>th</sup> Street. (7 days after approval). See meeting packet **Lane Closure Request from** for details. Duke Energy on E. 10th Street. (7 days after approval) **Board Comments:** None. Karon made a motion to approve Sidewalks, Lane, and Bike Lane Closure Request from Duke Energy on E. 10<sup>th</sup> Street. (7 days after approval). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed. Maria McCormick, Engineering, presented Sidewalk Closure Request from Smithville **Sidewalk Closure Request** Telephone along S. Fess Lane between Hunter Ave. and E. 1st Street (July 03-July 23, from Smithville Telephone 2023). See meeting packet for details. along S. Fess Lane between Hunter Ave. and E. 1st Street **Board Comments: None** (July 03-July 23, 2023) Karon made a motion to approve Sidewalk Closure Request from Smithville Telephone along S. Fess Lane between Hunter Ave. and E. 1st Street (July 03-July 23, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed. **STAFF REPORTS AND** None. **OTHER BUSINESS** Karon made a motion to approve claims in the amount of \$965,896.40. Lloyd seconded. APPROVAL OF CLAIMS Cox Deckard took a roll call vote. All in favor, motion is passed. Cox Deckard called for adjournment at 6:16 p.m. **ADJOURNMENT** Accepted By: Kyla Cox Deckard, President Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Attest to:

Date:

8/15/2023



**Project/Event:** Mobile Vendor in Right of Way

PW Resolution No: 2023-48

Petitioner/Representative: Warren Stoehler, Owner of Kona Ice of

Bloomington - Truck 1

**Staff Representative:** Susan Coates

**Meeting Date:** 8/15/2023

**Kona Ice of Bloomington - Truck 1,** by its owner, Warren Stoehler, 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.

Date: July 25,2023

Rona 1ce Fruck #1. Res 23-48



#### **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

Length of License:	The second secon	10		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			A
24	Hours	3 Days	7 Days	30 Days	3 Mont		1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
*							
2. Applicant I	nformati	on					
Name:	Warren	Stohler					
Title/Position:	Owner						Ti.
Date of Birth:	10/02/19	953				- 14	
Address:	4610 Ha	cker Creek	Rd				
City, State, Zip:	Martins	<i>i</i> ille, In 4615	1				
E-Mail Address:	wstohle	ekona-ice.	com				
Phone Number:	317-363	-7810		Mobile	Phone:	765-610-5934	
3. Indiana Co	great large to the		(For non-re	esidents or	nlv)		
If applicant is not						erve as a contact	•
Name:							
Address:						•	
City, State, Zip:							
E-Mail Address:							
= 1 1411 7 1441 0001				Mobile			

4. Company Infor	mation				
Name of Employer:	Kona Ice of E	3loomington			
Address of Employer:	4610 Hacker	Creek Rd			
City, State, Zip:	Martinsville, Ir	n 46151			
Employment Start Date:			End Date (If I		
Phone Number:	317-363-7810	)			
Website / Email:	kona-ice.com	/ wstohler@k	ona-ice.com		
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	☐ Sole Proprietor	☐ Other:
	d addresses of	all principal o	fficers, partner	rs, trustees, o	owners or other persons
with controlling intere	sts in the comp	any.	Address		
	rren Stohler			Hacker Creek	Rd, Matinsville, In 46151
	ebbie Stohler				same
1					
6. Company Inco	rporation In	formation (	For Corpora	tions and	LLCs Only)
Date of incorporation or organization:	July 25, 20	016			
State of incorporation or organization:	Indiana				
(If Not Indiana) Date qualified to transact business in state of					

Indiana:

7. Description of pro	oduct or service to be sold and	any equipment to be used
Planned hours of operation:	When ever booked	
Place or places where you will conduct business (If private property, attach written permission from property owner):	When ever booked Food Truck Friday	
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 🗌	No 🔳
(If Yes) Provide details		

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

For City Of Bloomington Use Only		N	
Date Beseived in ESBeceived By: AUG 03 2023	Date Approved: 8/7/23	Approved By:	1

- noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- O Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o 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.
- o 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.

Vendo	r:	
Name:	Warren Stohler	
Signati	ure: Warrew Stoller	
Date:	July 25, 2023	

STANDARDS OF CONDUCT SEVERMENT

# John Hamilton Mayor CITY OF BLOOMINGTON

## DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

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.

Vendo	r:	
Name:	Warren Stohler	
Signatu	ire: Warren Stohler	
Date:	July 25,2023	

Prohibited Location Hoverment.

# John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812,349,3418 f. 812,349,3520

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

## RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Warren Stohler	
Name, Printed	
Warren Stohler	July, 25, 2023
Signature	Date Release Signed

## 2014 TRUCK



State Form 48099 (RS/7-17) Approved by State Board of Accounts 2017

### State Form 48099 (R5/7-17) INDIANA CERTIFICATE OF VEHICLE REGISTRATION

13 7	01/31/23	PUR DATE 06/27/16			PL YR 23	PLAT XQJ5	00.000000000000000000000000000000000000	SP	11	22	N	SP	PRICH YR PL XQJ527
SPIRATION DI 01/31/24	NO	MUNICIPALIT INE OF THE A		VEHICLE YEAR 16	WAKE CHE	MOE	DEL (P	A STATE OF THE PARTY OF THE PAR		TIFICATION REFEGIZZO		DER TYPE VA	AND DESCRIPTION OF THE PARTY OF
CLEAR TAX	EX TAX 65.00	EXCREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 65.00			MUN	WHEED	LISUR	STATE REG 45.35		ADMIN FEE 0.00	101AL 135.35
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00									ADMINITEE 0.00	

Legal Address
asto Kacker Creek RD
MERTHODICLE IN 48101-6422



0101

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



249:39:37

M VIEW US IVIS WUIU

CIUSEA

**Background Verification Report** 

PRINTED: 7/28/2023 8:44:37 AM

REQUESTED: 7/28/2023

COMPLETED: 7/28/2023

#### APPLICANT INFORMATION

PROVIDED TO: Kona Ice of Bloomington

ATTENTION: Kona Ice Bloomington

**REQUESTED BY: Warren Stohler** 

PROVIDED BY: AUDI LLC

SUBJECT: STOHLER, WARREN

ADDRESS: 4610 HACKER CREEK RD

MARTINSVILLE, IN 46151

SS #: XXX-XX-6423

DOB: 10/02/1953

#### RESULTS DETAILS

**DRIVING HISTORY** 

Driver's License #: 8914850785

State Issued: IN

Reported Driver's License #: 8914850785

Reported Bilver & Brooms #. Transfer Francisco

INDIANA DRIVER RECORD REPORT

REPORT SEARCH DATE -> 07/28/2023

LICENSE NAME/ADDRESS

DRIVER DESCRIPTION

STOHLER, WARREN EDWARD

4610 HACKER CREEK RD

MARTINSVILLE, IN 46151-9433

\_\_\_\_\_\_

DOB/SS# |GENDER/RACE|HT/WT|EYES/H

10/02/53 | M | 511 | BLUE |

| | 195 | GRAY |

LICENSE NUMBER ORIG.ISSUED ISSUED EXPIRES CLASS STATUS

8914850785 11/01/2019 10/02/2026 OPERATOR VALID (DUPL

POINTS: 0

LIC TYP: PERSONAL

STATUS: VALID (DUPLICATE LICENSE)

RESTRICTIONS: CORRECTIVE LENSES

ENDORSEMENTS: FOR HIRE - NON-CMV ONLY

\*\*\* MISCELLANEOUS AND STATE SPECIFIC INFORMATION \*\*\*

\*\* REINSTATEMENT FEE: \$0.00

DVITIVUITON DVIES IN INTO DOCOMENT MUT HUAR DREN EVIENDED LANSONNI IO EVECATIAR \*\* OR LEGISLATIVE ACTION OF THE ISSUING JURISDICTION RELATED TO COVID-19. \*\* PLEASE CONSULT WITH THE JURISDICTION FOR FURTHER DETAILS. \*\* MAILING 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433 \*\* MAILING 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433 \*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972 \*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972 \*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972 \*\* MAILING 15 S CREEDMOOR WAY ANDERSON IN 46011-9019 \*\* MAILING 15 S CREEDMOOR WAY ANDERSON IN 46011-9019 \*\* MAILING 1777 RACCOON WAY PENDLETON IN 46064-8605 NO REPORTABLE INCIDENTS FOUND \*\*\* DRIVING RECORD HISTORY \*\*\* Conv/Reins Pts Type Viol/Susp Post/Expir Description \_\_\_\_ -\_-OTHE 10/03/2019 10/02/2026 PERSONAL Sub Type..... HISTORICAL LICENSE EN..... FOR HIRE - NON-CMV ONLY RS..... CORRECTIVE LENSES Class..... OPERATOR Record Status.....: VALID (RENEW LICENSE) OTHE 08/14/2013 10/02/2019 PERSONAL Sub Type..... HISTORICAL LICENSE RS..... CORRECTIVE LENSES Class..... CHAUFFEUR Record Status.....: EXPIRED (RENEW LICENSE) OTHE 10/03/2012 10/02/2016 PERSONAL Sub Type..... HISTORICAL LICENSE RS..... CORRECTIVE LENSES Class..... OPERATOR (4 YEAR) NONPROB Record Status.....: EXPIRED (RENEW CDL LICENSE) OTHE 11/27/2010 10/02/2012 COMMERCIAL Sub Type..... HISTORICAL LICENSE EN..... PASSENGER TRANSPORT, DOUBLE/TRI RS..... CORRECTIVE LENSES Class..... B - VEH GCWR=>26,001 LBS W/TOWE Record Status.....: PENDING (AMEND CDL LICENSE) OTHE 10/01/2008 10/02/2012 COMMERCIAL Sub Type..... HISTORICAL LICENSE EN..... PASSENGER TRANSPORT, DOUBLE/TRI RS..... CORRECTIVE LENSES Class..... B - VEH GCWR=>26,001 LBS W/TOWE Record Status.....: EXPIRED (RENEW CDL LICENSE)

EN..... PASSENGER TRANSPORT, DOUBLE/TRI

Class..... B - VEH GCWR=>26,001 LBS W/TOWE

Record Status.....: EXPIRED (AMEND CDL LICENSE)

OTHE 03/02/2004 10/02/2008 COMMERCIAL

Sub Type..... HISTORICAL LICENSE

EN..... PASSENGER TRANSPORT, DOUBLE/TRI

RS..... CORRECTIVE LENSES

Class..... B - VEH GCWR=>26,001 LBS W/TOWE

Record Status.....: EXPIRED (RENEW LICENSE)

PERM 02/18/2004 08/31/2004 COMMERCIAL PERMIT

Permit Class...... A - PERMIT FOR COMB VEH GCWR=>2

Permit Status.....: EXPIRED (AMEND CDL LICENSE)

Permit Restrictions.: CORRECTIVE LENSES

Permit Endorsements.: PASSENGER TRANSPORT, DOUBLE/TRI

OTHE 02/16/2004 10/02/2004 PERSONAL

Sub Type..... HISTORICAL LICENSE

Class..... OPERATOR

Record Status....: EXPIRED (DUPLICATE LICENSE)

PERM 02/14/2004 08/31/2004 COMMERCIAL PERMIT

Permit Class...... B - PERMIT FOR VEH GCWR=>26,001

Permit Status.....: EXPIRED (RENEW CDL PERMIT)

Permit Restrictions.: CORRECTIVE LENSES

Permit Endorsements.: PASSENGER TRANSPORT

OTHE 10/12/2000 10/02/2004 PERSONAL

Sub Type..... HISTORICAL LICENSE

Class..... OPERATOR

Record Status.....: EXPIRED (RENEW LICENSE)

OTHE 12/02/1996 10/31/2000 PERSONAL

Sub Type..... HISTORICAL LICENSE

RS..... CORRECTIVE LENSES

Class..... OPERATOR

Record Status....: EXPIRED (RENEW LICENSE)

\*\*\* END OF RECORD \*\*\*

07/28/23 08:25:45 AM

#### DISCLAIMER

Users should consult State and Federal laws before using this information in making decisions on hiring or firing of employees. By requesting any search, you certify that you assume full responsibility for compliance with the legal restrictions, terms of use, and applicable laws. You also agree to use all information provided to you that does not violate the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act, 15

#### Permissible Use / Summary of Your Rights Under the Fair Credit Report

Permissible Use

Users should consult State and Federal laws before using this information in making decisions on hiring or firing of employees. By requesting any search, you certify that you assume full responsibility for compliance with the legal restrictions, terms of use, and applicable laws. You also agree to use all information provided to you that does not violate the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq., (FCRA), Federal Trade Commission interpretations of the Fair Credit Reporting Act, and similar state statutes.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and

privacy of information in the files of consumer reporting agencies. There are many types of

consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies

that sell information about check writing histories, medical records, and rental history records).

Here is a summary of your major rights under FCRA. For more information, including

information about additional rights, go to www.consumerfinance.gov/learnmore or write

to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

• You must be told if information in your file has been used against you. Anyone

uses a credit report or another type of consumer report to deny your application for credit,

insurance, or employment - or to take another adverse action against you - must tell you,

and must give you the name, address, and phone number of the agency that provided the

information.

• You have the right to know what is in your file. You may request and obtain all the

information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include

your Social Security number. In many cases, the disclosure will be free. You are entitled

to a from file disclosure if:

o you are the victim of identity theft and place a fraud alert in your file;

o your file contains inaccurate information as a result of fraud;

o you are on public assistance;

o you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon

request from each nationwide credit bureau and from nationwide specialty consumer

reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

• You have the right to ask for a credit score. Credit scores are numerical summaries of

your credit-worthiness based on information from credit bureaus. You may request a

credit score from consumer reporting agencies that create scores or distribute scores used

in residential real property loans, but you will have to pay for it. In some mortgage

transactions, you will receive credit score information for free from the mortgage lender.

• You have the right to dispute incomplete or inaccurate information. If you identify

information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See

www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

• Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be

removed or corrected, usually within 30 days. However, a consumer reporting agency

may continue to report information it has verified as accurate.

• Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is

more than seven years old, or bankruptcies that are more than 10 years old.

• Access to your file is limited. A consumer reporting agency may provide information

about you only to people with a valid need - usually to consider an application with a

creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a

valid need for access.

• You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential

employer, without your written consent given to the employer. Written consent generally

is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

and

insurance must include a toll-free phone number you can call if you choose to remove

your name and address from the lists these offers are based on. You may opt out with the

nationwide credit bureaus at 1-800-XXX-XXXX.

• The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent

credit, loans, and services from being approved in your name without your consent.

However, you should be aware that using a security freeze to take control over who gets

access to the personal and financial information in your credit report may delay, interfere

with, or prohibit the timely approval of any subsequent request or application you make

regarding a new loan, credit, mortgage, or any other account involving the extension of

credit.

As an alternative to a security freeze, you have the right to place an initial or extended

fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's

credit file, a business is required to take steps to verify the consumer's identity before

extending new credit. If you are a victim of identity theft, you are entitled to an extended

fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection

agencies acting on behalf of the person or entity, with which you have an existing

account that requests information in your credit report for the purposes of reviewing or

collecting the account. Reviewing the account includes activities related to account

maintenance, monitoring, credit line increases, and account upgrades and enhancements.

 You may seek damages from violators. If a consumer reporting agency, or, in some

cases, a user of consumer reports or a furnisher of information to a consumer reporting

agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional

more información, arbic ммм.consametrinance.doa/rearimore.

States may enforce the FCRA, and many states have their own consumer reporting laws.

In some cases, you may have more rights under state law. For more information, contact

your state or local consumer protection agency or your state Attorney General. For

information about your federal rights, contact: information about your federal rights, contact:

TYPE OF BUSINESS: CONTACT:

- 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates
- b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:
- a. Consumer Financial Protection Bureau

1700 G Street NW

Washington, DC 20552

b. Federal Trade Commission

Consumer Response Center

600 Pennsylvania Avenue NW

Washington, DC 20580

(877) 382-4357

- 2. To the extent not included in item 1 above:
- a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks
- b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.
- c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations
- d. Federal Credit Unions
- a. Office of the Comptroller of the Currency

Customer Assistance Group

P.O. Box 53570

Houston, TX 77052

b. Federal Reserve Consumer Help Center

P.O. Box 1200

Minneapolis, MN 55480

c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11

Kansas City, MO 64106

d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street reharement of transhoreacton

1200 New Jersey Avenue SE

Washington, DC 20590

4. Creditors Subject to the Surface Transportation Board Office of Public Assistance, Governmental Affairs, and Compliance

Surface Transportation Board

395 E Street SW

Washington, DC 20423

5. Creditors Subject to the Packers and Stockyards Act, 1921

Nearest Packers and Stockyards Division Regional Office

6. Small Business Investment Companies Associate Administrator, Office of Capital Access

United States Small Business Administration

409 Third Street SW, Suite 8200

Washington, DC 20416

7. Brokers and Dealers Securities and Exchange Commission

100 F Street NE

Washington, DC 20549

8. Institutions that are members of the Farm Credit

System

Farm Credit Administration

1501 Farm Credit Drive

McLean, VA 22102-5090

9. Retailers, Finance Companies, and All Other

Creditors Not Listed Above

Federal Trade Commission

Consumer Response Center

600 Pennsylvania Avenue NW

Washington, DC 20580

(877) 382-4357

園 View as PDF

帝 Print

M View as MS Word

CloseX

## **CITY OF BLOOMINGTON**

## MOBILE VENDOR INSPECTION CHECK SHEET

DEDECORAING	INSPECTION	Fin Stone	- Bloomington D.T.
			INSPECTOR'S PHONE # 812 3 32 2119
INSPECTOR'S NAME M.Z	hacl Knikevie	icr	INSPECTOR 3 FITONE W
DATE OF INSPECTION_7			
TAXICAB COMPANY_N	1A - Kona	ICC	
VEHICLE YEAR 2016	_MAKE_che	vorket	MODEL CXPILESS
VIN 14BOGRFF64	1279527		
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	×		V 494
FLASHERS	X		
REFLECTORS	N	OOM	INGTONENDIANA
HORN	M	UUIVI	IN O I O I V
WINDSHIELD WIPERS	70		
MIRRORS	X		
SEATBELTS	N		
BUMPER HEIGHT	X		1FT, 5.5 IN
ALL WINDOWS	×		
MUFFLER	<u>&gt;&gt;</u>		
TIRES	<u> </u>		
BRAKES	D	_	
DOORS	N		
GENERAL CONDITION OF VEHICLE	X		great shape

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:	
	4
	p-A
VEREN EN LA CONTRACTOR DE	
GITY OF BLOOM	NGTON INDIANA
	1
101111111111111111111111111111111111111	
Inspector Signature ////////////////////////////////////	
mispector signature y/o offi	
Date: <u>7-26-23</u>	
Date. 7	

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

			Court	esy C	Check	– Insp	ect All	ltem	s in	Тор	Section	on			
Year	Make		Mod	lel		1111	ENG. SIZE_	□sc	DHC	☐ EV/Hy		DIESEL TURBO/SC		NING LIGHT	□ Auto □ Manual
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Cabin Air Filter									X		Date Code:		,	☐ Irregularity	☐ Non-Repairable
PCV Valve	20					A:	Right Fr	ont PSI Out:	4		9	9	5/	☐ Edgewear ☐ Cupping	☐ Cracking ☐ Nails
Washer Fluid	2				÷				1		Date Code:		0	☐ Cuts ☐ Irregularity	☐ Repairable ☐ Non-Repairable
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Fluid Level Master Cyl. Fluid	X) %		☐ Brake Inepe				PSI In:	PSI Out:		*	Date Code:	12		☐ Cuts ☐ Irregularity	☐ Repairable ☐ Non-Repairable
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Battery Accessories	<b>\o</b>		☐ Cable Ends /	Cables	□ Neg □	Hold Downs	Complete V				Why:	unionano			
Battery Guard		<b></b>	Corrosion		Preventive		Inspection		SSSSSSS	ROOM	8				
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	Visua	Sched.	Services	X Verill	nmended	7		DOCUME	NT OE	SPECIFICA		-		EASUREMENTS	BELOW
Inspect Start / Charge	OK SUG		W ***	ny riecon	illienaca	<b>V</b>			Brak	king comp	onents are a	above min	imum OE sp	pecifications	
Test Belt Tensioner	****	*******		June 1997 a	100 125 155		7.75	-	Braking	compone	nts are worr	n close to	minimum O	E specifications	
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Power Steering Hose			☐ Pressure		Return	27 123					Discard At		Discard At		MM/Spec.
Timing Belt		*****					LR Pad / Si	_		Dr	um LR Ro	tor / Dru	m RR Roto	or	RR Pad / Shoe
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		E	xhaust				MMA	ctual			Machine To		Machine To		MM Actual
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Idle Pitman Arm	X	☐ Idle		-		11				r Clean / A					
Center Link		L Idio			·	1 9	70		-						
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Link Pins Tie Rod Ends Ball Joints Rack & Pinion Assembly CV Boots/Joints	X X X	Fron Reau	t   Left   Left	Right Right Right Right Right Right Right Right Right		Actual	Notes: 5	us e	ya	ctr	echa	rse	- Cou	Id Be Co	polo
Link Pins Tie Rod Ends Ball Joints Rack & Pinion Assembly CV Boots/Joints Wheel Bearings	X	Fron Real	t	Right	Spec	Actual	Notes: 5		ya	ctr	recha	rse	- Coul	Id Be Co	polo



Store# 002763

In: 07/26/23 1130AM Out: 07/26/23 12:40PM

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off

Appt: Yes

FINAL INVOICE

BLOOMINGTON DOWNTOWN - 219 S WALNUT ST, BLOOMINGTON, IN. 47404-6116 - 812.332.2119

Service Advisor: 5 KATELIN

Wheel Lock:

Technician: 06 MICHAEL

**Customer Details:** 

Alt. Auth. Name & Phone:

Vehicle Details:

STOHLER, WARREN

2016 CHEVROLET EXPRESS 3500 BASE

4610 HACKER CREEK RD

N/A

4.8L V8 FI FLEX VIN F OHV

VIN #: 1GB0GRFF6G1279927

LIC #: XQJ527 IN MILEAGE: 71,449

MARTINSVILLE, IN 46151-9433 765.610.5934 Or 317.363.7810 x1

P. Linking	Rev Hist /Article	# ID	Qty	Unit Price	Extended Price	Job Tota
COURTESY CHECK COURTESY CHECK CAR CARE PACKAGE	7046930	05	1	N/C	N/C	9.99
PKG: 01 COMPLETE VEHICLE INSPECTION VEHICLE INSPECTION	7028789	06NN	1	21.99	21.99	
PKG: 02 TIRE ROTATION W/ OTHER SERVICES TIRE ROTATION - NO CHARGE	7001119	06NS	1	N/C	N/C	
PKG: 03 ELECTRONIC BATTERY CHECK ELECTRONIC BATTERY CHECK	7002909	06NS	1	N/C	N/C	
PKG: 04 TIRE AIR PRESSURE CHECK TIRE AIR PRESSURE CHECK LBR-DISC DISCOUNT - LABOR A/C PERFORMANCE CHECK W/ DYE A/C SYSTEM DYE AIR CONDITIONING PERFORMANCE C PRT-DISC \$9.99 A/C Performance Check LBR-DISC \$9.99 A/C Performance Check	7002937 7004302 1 7096547 7023442 7001647	06N 99 06TN 06NS 06T	1 -1 1 1 -1	N/C 12.00 10.00 42.99 8.11 34.89	N/C -12.00 10.00 42.99 -8.11 -34.89	9.99

#### All parts are new unless otherwise specified.

			Summary:	
Payment History: Debit MID: 22222032652 Term: 0001 Carc AID:A00000000042	l Inserted	20.11 H16007 Sale PIN VERIFIED	Parts 1.8 Labor 18.0 Shop Supplies 0.0	9
Total Tendered		20.11	Sub-Total       19.9         Tax (7.00%)       0.         Total       \$20.	13

I acknowledge notice and oral approval of a change in the original estimated price.

Rev Revision History:

Amt

1) 07/26/2023 11:32AM

10.12 STOHLER, WARREN 765.610.5934

Signature or Initials

**Declined Work:** 

A/C EVACUATE AND RECHARGE R134A W/

DYE

Retail Invoice 205594 Printed on 07/26/2023



Store# 002763

In: 07/26/23 1130AM Out: 07/26/23 12:40PM

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off

Appt: Yes

FINAL INVOICE

BLOOMINGTON DOWNTOWN - 219 S WALNUT ST, BLOOMINGTON, IN. 47404-6116 - 812.332.2119



I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

MOTORIST ASSURANCE PROGRAM

BUILDING TRUST THROUGH STANDARDS

**Customer Signature** 

#### **HOW ARE WE DOING?**

Tell us about your experience today!

Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!

Visit www.FirestoneSurvey.com within 4 days and enter Code 002763-205594



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2023

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).

If SU	JBROGATION IS WAIVED, SUBJECT to to certificate does not confer rights to the	ue cei	rtificate holder in lieu of such	endors	ement(s).	.,				<u> </u>
PRODUC				NAME:	· Amie Turne			EAV	40	DA 64.5
	m Kentucky Insurance		ļ	PHONE (A/C, No.	Ext): (859) 586			FAX (A/C, No):	(859) 5	86-8616
PO Box				E-MAIL ADDRESS	amie/നഗന	nerstoneinslic.c	;om			
J 40.			ļ		INS	URER(S) AFFORE	DING COVERAGE		T	NAIC#
Hebron	1		KY 41048	INSURER	RA: Great Am	erican Insurand	ce Company of N	ew York		22136
	<del></del>			INSURER	RB: Great Am	erican Insuran	ce Company			16691
INSURE	o Kona Ice of Bloomington, Inc.			INSURER	Crost Am		urance Company		_	33723
	Kona Ice of Bloomington, Inc. 4610 Hacker Creek Rd.				10.		· · · · · · · · · · · · · · · · · · ·			
	40 IU Hacker Greek Kd.			INSURER						
	<b>8.2</b>		IN 46151	INSURER		<del> </del>				· · · · · · · · · · · · · · · · · · ·
<del> </del>	Martinsville	11		INSURER	<u> </u>		REVISION NUM	BER:		
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INDI	S IS TO CERTIFY THAT THE POLICIES OF IN CATED. NOTWITHSTANDING ANY REQUIR ITIFICATE MAY BE ISSUED OR MAY PERTAI ILUSIONS AND CONDITIONS OF SUCH POL	REMEN IN THE	IT, TERM OR CONDITION OF ANY IF INSURANCE AFFORDED BY THE	E POLICIE	ES DESCRIBED ED BY PAID CL	HEREIN IS SU AIMS.				
	TYPE OF PRINTARY	ADDLIS INSD   V	SUBR POLICY NUMBER	Ī	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
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I , ├		Υ	SPP3805994		06/29/2023	06/29/2024	PERSONAL & ADV	1		0,000
^		! <b>!</b>	J., 200004		[ ]		GENERAL AGGREG		<u> </u>	00,000
ے ا	GEN'L AGGREGATE LIMIT APPLIES PER:			l	1	4.***	PRODUCTS - COM		4	00,000
2	POLICY PRO-								\$	
$\sqcup \bot$	OTHER:	<b> </b>					COMBINED SINGLE	ELIMIT		000,000
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	ANY AUTO OWNED SCHEDULED		CVDSQUEUUE	ļ	06/29/2023	06/29/2024	BODILY INJURY (P			
В	AUTOS ONLY AUTOS		CAP3805995	1	JUILUILUES	- C. M. OS LOZI	PROPERTY DAMAG		\$	
<b> </b> [	HIRED NON-OWNED AUTOS ONLY			:	to/00 <sup>2</sup>	***************************************	(Per accident) FINCG		\$	
		$\sqcup$			<del> </del>			CE	s	<del>, , , , , , , , , , , , , , , , , , , </del>
	UMBRELLA LIAB OCCUR						EACH OCCURREN	UE.		
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	DED RETENTION \$				<b></b>	<del> </del>	➤ PER STATUTE	OTH- ER	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N								. 1.0	00,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC3805996		06/29/2023	06/29/2024	E.L. EACH ACCIDE		1 4 0	00,000
1 10	(Mandatory in NH)						E.L. DISEASE - EA		1 4 0	00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				ļ	1	E.L. DISEASE - PO	LICY LIMIT	\$ 1,0	
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	CORD 101, Additional Remarks Schedule	e, may be i	and incured	Lanc Negatild				
City o	of Bloomington, is listed as an additional in	sured	with regards to the operations of	ere name	ou mouted.	1-11"				
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		70		٠/ د						
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE of Bloomington, is listed as an additional in	11	OF 1	12,	_					
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CER	TIFICATE HOLDER			CAN	CELLATION	**************************************				
			, <del>-</del>		OHI D AND CO	THE AROVE P	ESCRIBED POLIC	HES BE CA	NCELI	ED BEFORE
1				THI	<b>E EXPIRATION</b>	DATE THEREC	OF, NOTICE WILL	BE DELIVE	RED IN	
	City of Planmington			AC	CORDANCE W	ITH THE POLIC	CY PROVISIONS.			
1	City of Bloomington			<u> </u>						
	401 North Morton St.			AUTH	ORIZED REPRES	ENTATIVE				
İ	Bloomington		IN 47404							
	ploomidion									



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2023

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to the subject to t	he ter he cer	rms a rtifica	and conditions of the poli ate holder in lieu of such	endors	emenus).	nay require a	m endorsement. A sizite	.n.crit U	••
PRODUCER				CONTACT	' Amie Tume				
Northern Kentucky Insurance				PHONE (A/C, No.	Ext): (859) 586	3-8580	FAX (A/C, No):	(859) 5	86-8616
PO Box 357				E-MAIL ADDRESS	zmie@com	nerstoneinsllc.c			
, C 500 001					inst	URER(S) AFFORD	ING COVERAGE		NAIC#
Hebron			KY 41048	INSURER	RA: Great Ame	erican Insuranc	ce Company of New York		22136
INSURED	······································			INSURER		erican Insurand			16691
Kona Ice of Bloomington, Inc.				INSURER	Onnat Nav	erian Spirit Insi	urance Company		33723
4610 Hacker Creek Rd.			,	INSURER			SHARE STATE OF THE		
				INSURER					
Martinsville			IN 46151	INSURER					
COVERAGES CERT	IFICA	TE N	IUMBER: 2023-2024				REVISION NUMBER:	On	
THIS IS TO CERTIFY THAT THE POLICIES OF II INDICATED. NOTWITHSTANDING ANY REQUIF CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REMEN IN, THE LICIES.	IT, TEF E INSI . LIMIT	RM OR CONDITION OF ANY I LIRANCE AFFORDED BY THE	CONTRA E POLICII	ES DESCRIBED ED BY PAID CL	HEREIN IS SU AIMS.	JBJECT TO ALL THE TERMS,		
INSR TYPE OF INSURANCE	ADDLS INSD \	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	0.00	00,000
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CLAIMS-MADE X OCCUR		1					PREMISES (Ea occurrence)	40.0	
		ļ			Demoines-	US ID DIDOS	MED EXP (Any one person)	200	00,000
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POLICY PRO-	[	- [					- RODOVIO - GOMENOF AGO	\$	-
OTHER:	<del>                                     </del>						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
AUTOMOBILE LIABILITY			1	!			BODILY INJURY (Per person)	\$	
ANY AUTO OWNED SCHEDULED			CAP3805995		06/29/2023	06/29/2024	BODILY INJURY (Per accident)	\$	
B OWNED SCREDULED AUTOS ONLY AUTOS NON-OWNED			J. 11 9000000				PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY AUTOS ONLY	j						FINCG	\$	
UMBRELLA LIAB OCCUR	╂┼┼					<u> </u>	EACH OCCURRENCE	\$	
Occor							AGGREGATE	\$	
1 1 1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	1							\$	
DED RETENTION \$ WORKERS COMPENSATION	╅	<b></b>				<u> </u>	PER STATUTE OTH-		
AND EMPLOYERS' LIABILITY Y/N		A WC3805996			06/29/2023	06/29/2024	E.L. EACH ACCIDENT		00,000
C ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MER EXCLUDED?	N/A				VOICUICUZO	JUILUIZUZ9	E.L. DISEASE - EA EMPLOYEE		00,000
(Mandatory in NH)  If yes, describe under				_			E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000
DESCRIPTION OF OPERATIONS below	<b>†</b>								
								1	
							<u></u>		<u></u>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	101, Additional Remarks Schedule	e, may be	attached if more s	space is required)	)		
City of Bloomington, is listed as an additional in	nsured	with r	regards to the operations of t	the name	ed insured.				
1									
					CELLATION				
CERTIFICATE HOLDER					CELLATION				
City of Bloomington				TH	E EXPIRATION	DATE THEREC	ESCRIBEO POLICIES BE CA DF, NOTICE WILL BE DELIVE CY PROVISIONS.	ANCELL ERED IN	ED BEFORE
401 North Morton St.				Alteri	ORIZED REPRES	ENTATIVE			
				AUTH	OUNCER KELKES	TH INITAL			

IN 47404

**Bloomington** 

## State of Indiana Office of the Secretary of State

Certificate of Incorporation of

## KONA ICE OF BLOOMINGTON INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation 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 Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 25, 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, July 25, 2016

Corrie Lauson

CONNIE LAWSON
SECRETARY OF STATE

201607251151112 / 7362997

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



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

KONA ICE OF BLOOMINGTON INCORPORATED 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433

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

FEIN

81-2690958

LOC ID

0158439155-001

**ISSUED** 

December 02, 2021

EXPIRES

December 31, 2023

THIS LICENSE:

IS NOT TRANSFERRABLE TO ANY OTHER PERSON. IS NOT SUBJECT TO REBATE.

IS VOID IF ALTERED.





KONA ICE OF BLOOMINGTON INCORPORATED 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN



## Mobile Food Service Establishment License Monroe County Health Department

This is to certify that:

### KONA ICE MOBILE 2

WARREN STOHLER
ART SANCTUARY - 190 N, SYCAMORE
MARTINSVILLE, IN 46151

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



Issued:

JAN 1 3 2023

By

Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 29, 2024

## RETAIL FOOD ESTABLISHMENT INSPECTION REPORT

ACMGOE COULTY HEALTH DEFARTMENT 119 West Seventh St. Ploonington, Lydona 47404-9989 812-349-2543

Discord on an importion this day, the immed) noted below identify violations of 450 EAC 7-34, Sections Social Food Establishment Sanitation Requirements.

Even to be a connection of each violation is specified in the narrative portion of this report.

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#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2023-48

#### Mobile Vendor in Public Right of Way Kona Ice of Bloomington - 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, Kona Ice of Bloomington - 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 8/15/2023, and ending on 8/15/2024.
- 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.

- 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 15th DAY OF AUGUST, 2023.

<b>BOARD OF PUBLIC WORKS:</b>	
Kyla Cox Deckard, President	
Elizabeth Karon, Vice President	
Enzageth Raion, vice resident	
Jennifer Lloyd, Secretary	
ALL TERMS AND CONDITIONS CONT AGREED TO BY VENDOR:	AINED IN THIS RESOLUTION 2023-48 ARE ACCEPTABLE AND
Warren Stoehler	Date:
THE STATE OF THE S	



**Project/Event:** Mobile Vendor in Right of Way

PW Resolution No: 2023-49

Petitioner/Representative: Warren Stoehler, Owner of Kona Ice of

Bloomington - Truck 2

**Staff Representative:** Susan Coates

**Meeting Date:** 8/15/2023

**Kona Ice of Bloomington - Truck 2,** by its owner, Warren Stoehler, 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.



#### **Business License Cover Sheet**

Business Name	Kona Ice of Bloomington - Truck 2
License Type	Mobile Vendor License
Contact	Warren Stohler
Phone	317-363-7810
Email	wstohler@kona-ice.com
BPW Resolution No (if applicable)	2023-49
Issue Date of License	8/15/2023
Expiration Date of License	8/15/2024
Scanned?	
Renewal Date for License	8/15/2024
Department Head	Alex Crowley
Record Destruction Date	8/15/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: July 25,2023

Kona Icc Truck#2 Res. 23-49.



## **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 Len	gth and	Fee Applie	cation		/1		1
Length of License: 24	Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
	and the second second						
2. Applicant I	nformat	ion					
Name:	Warrer	n Stohler					
Title/Position:	Owner						
Date of Birth:	10/02/1	953					
Address:	4610 H	acker Creek	Rd				
City, State, Zip:	Martins	ville, In 4615	51				
E-Mail Address:	wstohle	er@kona-ice.	com				
Phone Number:	317-36	3-7810		Mobile	Phone: 76	55-610-5934	
3. Indiana Co	ntact In	formation	(For non-	residents o	nly)		
If applicant is no	t a residei	nt of Indiana,	, they must c	lesignate a res	sident to serv	e as a contact	
Name:		*					
Address:							
City, State, Zip:		The state of the s					
E-Mail Address:							
Phone Number:				Mobile	Phone:		

lame of Employer:	Kona Ice of B	loomington			
Address of Employer:	4610 Hacker	Creek Rd			
City, State, Zip:	Martinsville, In	46151			
Employment Start Date:			End Date (If k	nown):	
Phone Number:	317-363-7810				
Website / Email:	kona-ice.com	/ wstohler@k	ona-ice.com		C Others
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:
	Varren Stohler Debbie Stohler		1010		k Rd, Matinsville, In 46151 same
				,	
	estroration T	nformation	(For Corpo	rations an	d LLCs Only)
6. Company In	corporation 1	Date of incorporation July 25, 2016			
	•				
Date of incorporat	July 25,				

, Description of Pro	duct or service to be sold		
Planned hours of operation:	When ever booked		
Place or places where you will conduct business (If private property, attach written permission from property owner):	When ever booked Food Truck Friday		
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 🗌	No 🔳	
(If Yes) Provide details			

### 8. You are required to secure, attach, and submit the following: A copy of the registration for the vehicle Copy of a valid driver's license Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license Proof of an independent safety inspection of all vehicles to be used in the business Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. A copy of the business's registration with the Indiana Secretary of State. A copy of the Employer Identification Number (EIN) A signed copy of the Prohibited Location Agreement A signed copy of the Standards of Conduct Agreement No. of Lot Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only		
AUG 03 2023 Received By:	Date Approved: 8/7/23	Approved By:

# John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812.349.3418

401 N. Morton St Suite 130

f. 812.349.3520

P.O. Box 100 Bloomington, Indiana 47402

# RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Warren Stohler	
Name, Printed	
Warren Stohler	July, 25, 2023
Signature Survivor	Date Release Signed

# John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812.349.3418

401 N. Morton St Suite 130

f. 812.349.3520

P.O. Box 100 Bloomington, Indiana 47402

# **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:	
Warren Stohler	
Name:	
Signature: Warrew Stower	
July 25,2023	
Date:	

# **John Hamilton Mayor**CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812.349.3418

401 N. Morton St Suite 130

f. 812.349.3520

P.O. Box 100 Bloomington, Indiana 47402

# 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 phones, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- O 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:
  - o Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - o 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".
  - O 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.
- o The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.
     The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

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

Vendor:	
Name: Warren Stohler	
Name.	
Signature: Warrew Stowler	
July 25, 2023	
Date:	



State Form ABOUS (RS/T-17) Approved by State Board of Account MIST

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

GLES LS	AGE	1650E 6478 01031/23	PLANDATE 05/10/17	G9 55 - W	UNTY DRIGAN	27 PR. 198 28 23	PLATE VIZZIII	95.19 ML 55	(201   22 ) 12   11   22	A SP	PRICE YEAR YEZSTI
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REGISTRATION LEGING, THIS IN GOD WILLTRUST NEW FORMAT HIGH DIGHT TRUCK 11 000



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



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#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2023-49

#### Mobile Vendor in Public Right of Way Kona Ice of Bloomington - 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, Kona Ice of Bloomington - 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 8/15/2023, and ending on 8/15/2024.
- 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.

- 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 15th DAY OF AUGUST, 2023.

BOARD OF PUBLIC WORKS:	
Kyla Cox Deckard, President	
Elizabeth Karon, Vice President	-
Jennifer Lloyd, Secretary	
•	TAINED IN THIS RESOLUTION 2023-49 ARE ACCEPTABLE ANI
AGREED TO BY VENDOR:	
	Date:
Varren Stoehler	



**Project/Event:** Mobile Vendor in Right of Way

PW Resolution No: 2023-50

Petitioner/Representative: Warren Stoehler, Owner of Kona Ice of

Bloomington - Truck 3

**Staff Representative:** Susan Coates

**Meeting Date:** 8/15/2023

**Kona Ice of Bloomington - Truck 3,** by its owner, Warren Stoehler, 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.



# **Business License Cover Sheet**

Business Name	Kona Ice of Bloomington - Truck 3
License Type	Mobile Vendor License
Contact	Warren Stohler
Phone	317-363-7810
Email	wstohler@kona-ice.com
BPW Resolution No (if applicable)	2023-50
Issue Date of License	8/15/2023
Expiration Date of License	8/15/2024
Scanned?	
Renewal Date for License	8/15/2024
Department Head	Alex Crowley
Record Destruction Date	8/15/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: July 25,2023

Hona Ceetruck Mes. 23-50



4. License Length and Fac Applicable

# **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 Len	garana	ce Applic	acion	rayor a respectively property			1
Length of License:	Ш	يا					
24	Hours \$25	3 Days \$30	7 Days \$50	30 Days \$75	3 Mont		1 Year
License ree.	<b>\$23</b>	<b>ф</b> 30	<b>\$</b> 50	<b>\$/5</b>	\$150	\$200	\$350
2. Applicant In	formation	on					
Name:	Warren	Stohler					
Title/Position:	Owner						
Date of Birth:	10/02/19	53				3	
Address:	4610 Had	cker Creek I	Rd				
City, State, Zip:	Martinsvi	lle, In 4615					
E-Mail Address:	wstohler	@kona-ice.c	om				
Phone Number:	317-363-	7810		Mobile F	Phone:	765-610-5934	
3. Indiana Con	tact Info	ormation (	For non-re	esidents on	ly)		
If applicant is not	a resident	of Indiana,	they must de	signate a resi	dent to s	erve as a contact	
Name:							
Address:							
City, State, Zip:							
E-Mail Address:							
Phone Number:				Mobile F	hone:		

4. Company Inform	mation							
Name of Employer:	Kona Ice of I	Bloomington						
Address of Employer:	4610 Hacker	1610 Hacker Creek Rd						
City, State, Zip:	Martinsville, Ir	lartinsville, In 46151						
Employment Start Date:		End Date (If known):						
Phone Number:	317-363-7810	17-363-7810						
Website / Email:	kona-ice.com	/ wstohler@k	ona-ice.com					
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	☐ Other:			
<b>5. Company Office</b> Provide the names and with controlling interes	d addresses of	all principal of	fficers, partner	s, trustees, c	owners or other persons			
Name	oto in the comp	uny.	Address					
War	ren Stohler		4610 H	4610 Hacker Creek Rd, Matinsville, In 46151				
De	bbie Stohler		same					
					,			
6. Company Incor	poration Inf	formation (	For Corpora	tions and	LLCs Only)			
Date of incorporation or organization:	July 25, 20	016						
State of incorporation or organization:	Indiana							
(If Not Indiana) Date qualified to transact business in state of Indiana:								

#### 7. Description of product or service to be sold and any equipment to be used Planned hours of When ever booked operation: Place or places where When ever booked you will conduct business (If private Food Truck Friday property, attach written permission from property owner): Scaled site plan showing the location of the proposed mobile food vendor unit and Please Attach the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. Have you had a similar license, either from the Yes 🗌 No 🔳 City of Bloomington, or a different municipality, revoked? (If Yes) Provide details

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

FRECION PER PROPERTY	ton Use Only			
Date Received: AUG 03 2023	Received By:	Date Approved:	Approved By:	

# **John Hamilton**

# **Mayor**CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418 f. 812.349.3520

P.O. Box 100

Bloomington, Indiana 47402

#### RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Warren Stohler	
Name, Printed	
Warren Stohler	July, 25, 2023
Signature	Date Release Signed

# John Hamilton Mayor CITY OF BLOOMINGTON

#### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418 f. 812.349.3520

P.O. Box 100

Bloomington, Indiana 47402

### **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.

Vendo	r:	
Name:	Warren Stohler	
	are: Warren Stohler	
-	July 25,2023	

# John Hamilton Mayor CITY OF BLOOMINGTON

#### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

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 phones, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - 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;

- o 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:
  - o Be placed approximately 20 feet from a building or structure;
  - o Provide a barrier between the grill or device and the general public;
  - o The spark, flame or fire shall not exceed 12 inches in height;
  - o 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".
  - o 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).
- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o 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.
- o 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.

, citaor	•
Name:	Warren Stohler
	Illana Otalila
Signatu	re: Warren Stohler
	July 25, 2023
Date: `	

Vendor.

# 2023 TRUCK



w view as wis word

CIUSEA

**Background Verification Report** 

PRINTED: 7/28/2023 8:44:37 AM

REQUESTED: 7/28/2023

COMPLETED: 7/28/2023

#### APPLICANT INFORMATION

PROVIDED TO: Kona Ice of Bloomington

ATTENTION: Kona Ice Bloomington

**REQUESTED BY: Warren Stohler** 

PROVIDED BY: AUDI LLC

SUBJECT: STOHLER, WARREN

ADDRESS: 4610 HACKER CREEK RD

MARTINSVILLE, IN 46151

SS #: XXX-XX-6423

DOB: 10/02/1953

#### **RESULTS DETAILS**

**DRIVING HISTORY** 

Driver's License #: 8914850785

State Issued: IN

Reported Driver's License #: 8914850785

\_\_\_\_\_

INDIANA DRIVER RECORD REPORT

REPORT SEARCH DATE -> 07/28/2023

LICENSE NAME/ADDRESS

DRIVER DESCRIPTION

STOHLER, WARREN EDWARD

4610 HACKER CREEK RD

MARTINSVILLE, IN 46151-9433

DOB/SS# |GENDER/RACE|HT/WT|EYES/H

========|=====|=====|=====|=====|=====|

10/02/53 | M | 511 | BLUE |

| | 195 | GRAY |

LICENSE NUMBER ORIG.ISSUED ISSUED EXPIRES CLASS STATUS

8914850785 11/01/2019 10/02/2026 OPERATOR VALID (DUPL

POINTS: 0

LIC TYP: PERSONAL

STATUS: VALID (DUPLICATE LICENSE)

RESTRICTIONS: CORRECTIVE LENSES

ENDORSEMENTS: FOR HIRE - NON-CMV ONLY

\*\*\* MISCELLANEOUS AND STATE SPECIFIC INFORMATION \*\*\*

\*\* REINSTATEMENT FEE: \$0.00

\*\* NO INSURANCE FEE: \$0.00

\*\* OR LEGISLATIVE ACTION OF THE ISSUING JURISDICTION RELATED TO COVID-19. \*\* PLEASE CONSULT WITH THE JURISDICTION FOR FURTHER DETAILS. \*\* MAILING 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433 \*\* MAILING 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433 \*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972 \*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972 \*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972 \*\* MAILING 15 S CREEDMOOR WAY ANDERSON IN 46011-9019 \*\* MAILING 15 S CREEDMOOR WAY ANDERSON IN 46011-9019 \*\* MAILING 1777 RACCOON WAY PENDLETON IN 46064-8605 NO REPORTABLE INCIDENTS FOUND \_\_\_\_\_\_ \*\*\* DRIVING RECORD HISTORY \*\*\* Conv/Reins Type Viol/Susp Post/Expir Description Pts OTHE 10/03/2019 10/02/2026 PERSONAL Sub Type..... HISTORICAL LICENSE EN..... FOR HIRE - NON-CMV ONLY RS..... CORRECTIVE LENSES Class..... OPERATOR Record Status....: VALID (RENEW LICENSE) OTHE 08/14/2013 10/02/2019 PERSONAL Sub Type..... HISTORICAL LICENSE RS..... CORRECTIVE LENSES Class..... CHAUFFEUR Record Status....: EXPIRED (RENEW LICENSE) OTHE 10/03/2012 10/02/2016 PERSONAL Sub Type..... HISTORICAL LICENSE RS..... CORRECTIVE LENSES Class..... OPERATOR (4 YEAR) NONPROB Record Status.....: EXPIRED (RENEW CDL LICENSE) OTHE 11/27/2010 10/02/2012 COMMERCIAL Sub Type..... HISTORICAL LICENSE EN..... PASSENGER TRANSPORT, DOUBLE/TRI RS..... CORRECTIVE LENSES Class..... B - VEH GCWR=>26,001 LBS W/TOWE Record Status.....: PENDING (AMEND CDL LICENSE) OTHE 10/01/2008 10/02/2012 COMMERCIAL Sub Type..... HISTORICAL LICENSE EN..... PASSENGER TRANSPORT, DOUBLE/TRI RS..... CORRECTIVE LENSES Class..... B - VEH GCWR=>26,001 LBS W/TOWE Record Status.....: EXPIRED (RENEW CDL LICENSE)

OTHE 11/21/2006 10/02/2008 COMMERCIAL

EN..... PASSENGER TRANSPORT, DOUBLE/TRI

Class..... B - VEH GCWR=>26,001 LBS W/TOWE

Record Status.....: EXPIRED (AMEND CDL LICENSE)

OTHE 03/02/2004 10/02/2008 COMMERCIAL

Sub Type..... HISTORICAL LICENSE

EN..... PASSENGER TRANSPORT, DOUBLE/TRI

RS..... CORRECTIVE LENSES

Class..... B - VEH GCWR=>26,001 LBS W/TOWE

Record Status.....: EXPIRED (RENEW LICENSE)

PERM 02/18/2004 08/31/2004 COMMERCIAL PERMIT

Permit Class..... A - PERMIT FOR COMB VEH GCWR=>2

Permit Status.....: EXPIRED (AMEND CDL LICENSE)

Permit Restrictions.: CORRECTIVE LENSES

Permit Endorsements.: PASSENGER TRANSPORT, DOUBLE/TRI

OTHE 02/16/2004 10/02/2004 PERSONAL

Sub Type..... HISTORICAL LICENSE

Class..... OPERATOR

Record Status.....: EXPIRED (DUPLICATE LICENSE)

PERM 02/14/2004 08/31/2004 COMMERCIAL PERMIT

Permit Class..... B - PERMIT FOR VEH GCWR=>26,001

Permit Status.....: EXPIRED (RENEW CDL PERMIT)

Permit Restrictions.: CORRECTIVE LENSES
Permit Endorsements.: PASSENGER TRANSPORT

OTHE 10/12/2000 10/02/2004 PERSONAL

Sub Type..... HISTORICAL LICENSE

Class..... OPERATOR

Record Status.....: EXPIRED (RENEW LICENSE)

OTHE 12/02/1996 10/31/2000 PERSONAL

Sub Type..... HISTORICAL LICENSE

RS..... CORRECTIVE LENSES

Class..... OPERATOR

Record Status....: EXPIRED (RENEW LICENSE)

\*\*\* END OF RECORD \*\*\*

07/28/23 08:25:45 AM

#### DISCLAIMER

Users should consult State and Federal laws before using this information in making decisions on hiring or firing of employees. By requesting any search, you certify that you assume full responsibility for compliance with the legal restrictions, terms of use, and applicable laws. You also agree to use all information provided to you that does not violate the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq., (FCRA), Federal Trade Commission interpretations of the Fair Gradit Reporting Act, and similar state statutes

#### Permissible Use / Summary of Your Rights Under the Fair Credit Report

Permissible Use

Users should consult State and Federal laws before using this information in making decisions on hiring or firing of employees. By requesting any search, you certify that you assume full responsibility for compliance with the legal restrictions, terms of use, and applicable laws. You also agree to use all information provided to you that does not violate the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq., (FCRA), Federal Trade Commission interpretations of the Fair Credit Reporting Act, and similar state statutes.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la

Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and

privacy of information in the files of consumer reporting agencies. There are many types of

consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies

that sell information about check writing histories, medical records, and rental history records).

Here is a summary of your major rights under FCRA. For more information, including

information about additional rights, go to www.consumerfinance.gov/learnmore or write

to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

• You must be told if information in your file has been used against you. Anyone who

uses a credit report or another type of consumer report to deny your application for credit,

insurance, or employment - or to take another adverse action against you - must tell you,

and must give you the name, address, and phone number of the agency that provided the  $\ensuremath{\mathsf{P}}$ 

information.

 $\, \cdot \,$  You have the right to know what is in your file. You may request and obtain all the

information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include

your Social Security number. In many cases, the disclosure will be free. You are entitled

to a free file disclosure if:

o a person has taken adverse action against you because of information in your

o you are the victim of identity theft and place a fraud alert in your file;

o your file contains inaccurate information as a result of fraud;

o you are on public assistance;

o you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon

request from each nationwide credit bureau and from nationwide specialty consumer

reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

• You have the right to ask for a credit score. Credit scores are numerical summaries of

your credit-worthiness based on information from credit bureaus. You may request

credit score from consumer reporting agencies that create scores or distribute scores used

in residential real property loans, but you will have to pay for it. In some mortgage

transactions, you will receive credit score information for free from the mortgage lender.

• You have the right to dispute incomplete or inaccurate information. If you identify

information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See

www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

• Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be

removed or corrected, usually within 30 days. However, a consumer reporting agency

may continue to report information it has verified as accurate.

• Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is

more than seven years old, or bankruptcies that are more than 10 years old.

• Access to your file is limited. A consumer reporting agency may provide information

about you only to people with a valid need - usually to consider an application with a

creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a

valid need for access.

• You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential

employer, without your written consent given to the employer. Written consent generally

is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

You may limit "prescreened" offers of credit and insurance you get based on

and

insurance must include a toll-free phone number you can call if you choose to remove

your name and address from the lists these offers are based on. You may opt out with the

nationwide credit bureaus at 1-800-XXX-XXXX.

• The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent

credit, loans, and services from being approved in your name without your consent.

However, you should be aware that using a security freeze to take control over who gets

access to the personal and financial information in your credit report may delay, interfere

with, or prohibit the timely approval of any subsequent request or application you make

regarding a new loan, credit, mortgage, or any other account involving the extension of

credit.

As an alternative to a security freeze, you have the right to place an initial or extended

fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's

credit file, a business is required to take steps to verify the consumer's identity before

extending new credit. If you are a victim of identity theft, you are entitled to an extended

fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection

agencies acting on behalf of the person or entity, with which you have an existing

account that requests information in your credit report for the purposes of reviewing or

collecting the account. Reviewing the account includes activities related to account

maintenance, monitoring, credit line increases, and account upgrades and enhancements.

• You may seek damages from violators. If a consumer reporting agency, or, in some

cases, a user of consumer reports or a furnisher of information to a consumer reporting

agency violates the FCRA, you may be able to sue in state or federal court.

· Identity theft victims and active duty military personnel have additional

MOLE THIOLIMACTOH, ATOTE MMM. COHOMMETTTHUMCE. AOA TEUTHHOTE. States may enforce the FCRA, and many states have their own consumer reporting In some cases, you may have more rights under state law. For more information, your state or local consumer protection agency or your state Attorney General. information about your federal rights, contact: information about your federal rights, contact: TYPE OF BUSINESS: CONTACT: 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB: a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357 2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106

The services Resistant Coneral Council for Office of Aviation Protection

d. National Credit Union Administration
Office of Consumer Financial Protection

1775 Duke Street Alexandria, VA 22314

reharement or transhoreacton

1200 New Jersey Avenue SE

Washington, DC 20590

4. Creditors Subject to the Surface Transportation Board Office of Public Assistance, Governmental Affairs, and Compliance

Surface Transportation Board

395 E Street SW

Washington, DC 20423

5. Creditors Subject to the Packers and Stockyards Act, 1921

Nearest Packers and Stockyards Division Regional Office

6. Small Business Investment Companies Associate Administrator, Office of Capital Access

United States Small Business Administration

409 Third Street SW, Suite 8200

Washington, DC 20416

7. Brokers and Dealers Securities and Exchange Commission

100 F Street NE

Washington, DC 20549

8. Institutions that are members of the Farm Credit

System .

Farm Credit Administration

1501 Farm Credit Drive

McLean, VA 22102-5090

9. Retailers, Finance Companies, and All Other

Creditors Not Listed Above

Federal Trade Commission

Consumer Response Center

600 Pennsylvania Avenue NW

Washington, DC 20580

(877) 382-4357

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**一** Print

🗟 View as MS Word

Close X

### **CITY OF BLOOMINGTON**

#### **MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING	INSPECTION	Firesta	c. Blooming	ton D.T.
INSPECTOR'S NAME M.	chacl Knuh	eseier	INSPECTOR	'S PHONE # <u>8123322119</u>
DATE OF INSPECTION 7	-26-23			
TAXICAB COMPANY NA	- Konor I	ce		
VEHICLE YEAR 2023	MAKE 4	46	MODEL_	Savana 3500
VIN 16 DOTREPT	P 1107.37.	3		
Accessor				
LIGHTS	PASS	FAIL	COMMENTS	
(Front & Rear)	X			
FLASHERS	X			
REFLECTORS	X	A A M II	MATAN	
HORN	X	<u>JOINII</u>	NUIUN	INDIANA
WINDSHIELD WIPERS	X	-		
MIRRORS	X			
SEATBELTS	N			
BUMPER HEIGHT	X		1FT 9.	SIN
ALL WINDOWS	M			
MUFFLER	X			
TIRES	X			
BRAKES	N			
DOORS	×			
GENERAL CONDITION	X		NEW	

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:_			
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CITY OF BL	<del>OOMING</del>	TON	INDIANA
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Inspector Signature //////////	1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	111/	
The state of the s	Collins	70	
Date: 7-26-23			
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Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419

		Co	ourtes	sy Chec	ck – Insp	ect All	Items	in Top	Secti	on				
Voor	Make		_ Model_		TKHS	ENG. SIZE_	SOHC	□ EV/Hyt		DIESEL TURBO/SO		ING LIGHT	☐ Auto ☐ Manu	ıal
Year	Make  0 7 R	FP7	P 1	107	373		Componer				d Cracked	□Sc	ratches/De	200
WO#	19	MILE	AGE:	15/1	99	Lic.#	120	536	State I	nspectio	n Due Mo	nth	Year	
the second secon	Maintena	nce Serv		Starting		Zioi ii	7	Tires al	nd Ti	re Ma	ainten	ance		
Inspect	Visual	Sched.		Recommende		Tire Size				S	peed/	The second secon	ın Flat Y	Y N
Wiper Blades	OK SUG REQ	Maint. ▼		Rear		FOU	1171	111			ange R	TE	PMS Y	/ N
Head Lights	X					RZ /	5//5	116	A 11	Tread Der	oth .	>		
Mini Lights	A	Bral	ke 🗆 Turn	al License	Parking	Inspe	ct	Visual C SUG REQ	Outer	Tread Dep 32nds Middle	Inner	□FWD □F	RWD □4WD	D/AWD
Air Filter	A	******	Olgin	ai iato		Left Fro	PSI Out:		17	13	13	☐ Edgewear ☐ Cupping	☐ Cracking ☐ Nails	
Cabin Air Filter						101111	. 0, 0		Date Code	: 1 /	1/	☐ Cuts ☐ Irregularity	☐ Repairab ☐ Non-Rep	
PCV Valve	X			T.		Right Fr			17	17	(3	☐ Edgewear	☐ Cracking	ng .
Washer Fluid						PSI In:	PSI Out:		13	13	1)	Cuts Irregularity	Repairab	
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Level / Exchange	8	Typ	The second second	wer 🔲 Bypa	ass	Spa PSI In:	PSI Out:				7: = =	☐ Edgewear	☐ Crackin	100
Coolant Hoses	59	□ Up	• process	Belts	iss   Heater	1			Date Code	ə:		☐ Cuts ☐ Irregularity	☐ Repairat	
Belts Serp	50	□ A/C		1 2 3 4 ood Retest Soon	Replace	Tire Mainter	nance		□F	lotation	□Ba	lance		1.34
ED-18 Test Battery		**************************************	ble Ends / Cable	□ Pos	☐ Hold Downs	Alignment 0	Check			aintenanc	e 🗆 Tire	e Wear	ADAS Equip	oped
Accessories Battery Guard	3		orrosion	Neg ☐ Neg	ntive	Complete V	/ehicle		Why:					
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Store# 002763

In: 07/26/23 12:08PM Out: 07/26/23 12:42PM

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off

Appt: No

**DUPLICATE INVOICE** 

BLOOMINGTON DOWNTOWN - 219 S WALNUT ST, BLOOMINGTON, IN. 47404-6116 - 812.332.2119

Service Advisor: 99 BRANAM

Wheel Lock:

Technician: 06 MICHAEL

**Customer Details:** 

Alt, Auth. Name & Phone:

N/A

Vehicle Details:

STOHLER, WARREN 4610 HACKER CREEK RD

2016 CHEVROLET EXPRESS 3500 BASE

MARTINSVILLE, IN 46151-9433

765.610.5934

4.8L V8 FI FLEX VIN F OHV

VIN #: 1GB0GRFF6G1279927

LIC #: XQJ527 IN MILEAGE: 64,009

	WILEAGE: 64,009						
	Rev Hist			Unit	Extended	Job	
Description	/Article	Qty	Price	Price	Tota		
CAR CARE PACKAGE		99				9.99	
PKG: 01 COMPLETE VEHICLE INSPECTION							
VEHICLE INSPECTION	7028789	06NN	1	21.99	21.99		
PKG: 02 TIRE ROTATION W/ OTHER SERVICES							
TIRE ROTATION - NO CHARGE	7001119	06NS	1	N/C	N/C		
PKG: 03 ELECTRONIC BATTERY CHECK							
ELECTRONIC BATTERY CHECK	7002909	06NS	1	N/C	N/C		
PKG: 04 TIRE AIR PRESSURE CHECK							
TIRE AIR PRESSURE CHECK	7002937	06NS	1	N/C	N/C		
LBR-DISC DISCOUNT - LABOR	7004302	06N	-1	12.00	-12.00		
A/C PERFORMANCE CHECK W/ DYE		99				9.99	
A/C SYSTEM DYE	7096547	06TN	1	10.00	10.00		
AIR CONDITIONING PERFORMANCE C	7023442	06NS	1	42.99	42.99		
PRT-DISC \$9.99 A/C Performance Check	7001647	06T	-1	8.11	-8.11		
LBR-DISC \$9.99 A/C Performance Check	7001647	06N	-1	34.89	-34.89		
ODDED NOTES							

#### ORDER NOTES

No manufacturer's recommended services were found.

#### All parts are new unless otherwise specified.

Payment History:

Total Tendered

Debit 5644 20.11

H16231 Sale

PIN VERIFIED

**Parts** Labor

Summary:

18.09 **Shop Supplies** 0.00

Sub-Total Tax (7.00%)

Total

19.98 0.13 \$20.11

1.89

MID: 222220326529 Term: 0001 Card Inserted AID:A0000000042203

20.11

I have received the above goods and/or services. If this is a credit card purchase. I agree to pay and comply with my cardholder agreement with the issuer.

**Customer Signature** 





Information on service warranty, maintenance, and safety can be located at https://www.firestonecompleteautocare.com/maintain/service-warranty-options/ Re-Printed On: 07/26/2023 02:57 PM Inv1\_WP 11.14.2022.002 Retail Invoice 205595 Printed on 07/26/2023



Store# 002763

In: 07/26/23 12:08PM Out: 07/26/23 12:42PM

www. Firestone Complete Auto Care.com

Cust Status: Drop Off

Appt: No

**DUPLICATE INVOICE** 

BLOOMINGTON DOWNTOWN - 219 S WALNUT ST, BLOOMINGTON, IN. 47404-6116 - 812.332.2119

#### **HOW ARE WE DOING?**

Tell us about your experience today!

Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!

Visit www.FirestoneSurvey.com within 4 days and enter Code 002763-205595



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2023

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).

	this certificate does not comer rights to the certificate holder in hea or sur				( ) ( ) ( ) ( ) ( )					
PRO	DUCER			CONTACT Amie Turner						
Nort	hem Kentucky Insurance				PHONE (859) 586-8580 FAX (A/C, No): (859) 586-8616					
PO	3ox 357				E-MAIL amie@cornerstoneinslic.com					
									NAIC#	
Heb	ron			KY 41048	INSURER A: Great American Insurance Company of New York				22136	
INSU	RED				INSURER B: Great American Insurance Company				16691	
	Kona ice of Bloomington, Inc.				INSURE	Croot Ar	nerian Spirit Ins	surance Company		33723
	4610 Hacker Creek Rd.				INSURE		• • • •			
					INSURER E:					
	Martinsville IN 46151					RF:				
COV	ERAGES CERT	TIFIC	ATF I	NUMBER: 2023-2024	MODIL			REVISION NUMBER:		
	IIS IS TO CERTIFY THAT THE POLICIES OF I				ISSUED	TO THE INSUR			D	
IN CI	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	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY	.1100	*****					EACH OCCURRENCE \$	2,00	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	500,	000
	desimonize   F 4 0000K							MED EXP (Any one person) \$	40.0	00
Α		Υ		SPP3805994		06/29/2023	06/29/2024	PERSONAL & ADV INJURY \$	2.00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	4,00	0,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG \$	4,00	0,000
	OTHER:							3	5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	1,00	0,000
	X ANY AUTO							BODILY INJURY (Per person) \$	5	
В	OWNED SCHEDULED			CAP3805995		06/29/2023	06/29/2024	BODILY INJURY (Per accident)	 }	
	HIRED AUTOS NON-OWNED							PROPERTY DAMAGE	 }	
	AUTOS ONLY AUTOS ONLY	·						(Per accident) FINCG	 β	
	UMBRELLA LIAB COCCUR							EACH OCCURRENCE S		
								AGGREGATE S		
	T T CLASSIO-WADE							AGGREGATE		VALIBURA III
	DED RETENTION \$ WORKERS COMPENSATION					. 4,		PER OTH-	<u> </u>	
	AND EMPLOYERS' LIABILITY Y/N							STATUTE   ER	1,00	0,000
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC3805996		06/29/2023	06/29/2024			0,000
	(Mandatory in NH) If yes, describe under			1					1,00	
	DESCRIPTION OF OPERATIONS below	<del> </del>						E.L. DISEASE - POLICY LIMIT	.,	
DES	L CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more s	pace is required)	<u> </u>		
City	of Bloomington, is listed as an additional in	sured	with r	egards to the operations of th	e name	d insured.				
	<b>----</b>			•		- 4.	$\mathcal{A} \subset \mathcal{A}$	<b>5</b> ,		
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	of Bloomington, is listed as an additional ins		•	6 1						
CEI	RTIFICATE HOLDER				CANC	ELLATION				
CEI	CIFICATE HOLDER				I	LLLATION	· ,			
					SHO	ULD ANY OF T	THE ABOVE DE	SCRIBED POLICIES BE CAND	ELLE	) BEFORE
								F, NOTICE WILL BE DELIVERE Y PROVISIONS	D IN	
	City of Bloomington				AUC	WKDANCE WI	in inc Polic	Y PROVISIONS.		
	401 North Morton St.				AUTHO	RIZED REPRESE	NTATIVE			<u> </u>
						INDI INDU				
	Bloomington			IN 47404	1					



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2023

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 cortificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the tern	ns and conditions of the pol	licy, certain policies endorsement(s).	s may require	an endorsement. A state	ement (	on		
PRODUCER			CONTACT Amie Tumer						
Northern Kentucky Insurance			PHONE (859) 5 (A/C, No. Ext):	586-8580	FAX (A/C, No):	(859)	586-8616		
PO Box 357			E-MAIL amie@cornerstoneinslic.com						
			INSURER(S) AFFORDING COVERAGE NAIC						
Hebron		KY 41048	INSURER A: Great American Insurance Company of New York 22136						
INSURED				merican Insurar	nce Company		16691		
Kona Ice of Bloomington, Inc.				merian Spirit Ins	surance Company		33723		
4610 Hacker Creek Rd.			INSURER D:						
			INSURER E :						
Martinsville	IN 46151	INSURER F :							
		E NUMBER: 2023-2024			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUICERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REMENT, AIN, THE I DLICIES. L	TERM OR CONDITION OF ANY ( INSURANCE AFFORDED BY THE LIMITS SHOWN MAY HAVE BEEN BRI	CONTRACT OR OTHE E POLICIES DESCRIBI	ER DOCUMENT V ED HEREIN IS SI CLAIMS. 1 POLICY EXP	WITH RESPECT TO WHICH TI UBJECT TO ALL THE TERMS,	HIS ·	-		
INSR TYPE OF INSURANCE	INSD W	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	) (MM/DD/YYYY)	LIMIT				
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,00			
CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	40.0	,000		
		ODDOGGEGG *	60,000,000	DB IDD IDD C	MED EXP (Any one person)	\$ 10,0			
A	Y	SPP3805994	06/29/2023	06/29/2024	PERSONAL & ADV INJURY	4 00	00,000		
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	4.00	00,000		
POLICY PRO-					PRODUCTS - COMP/OP AGG	*	33,000		
OTHER:				1	COMBINED SINGLE LIMIT	\$ \$ 1,00	0.000		
ANYAUTO				***************************************	(Ea accident)  BODILY INJURY (Per person)	\$ 1,00			
ANYAUTO  OWNED SCHEDULED		CAP3805995	06/29/2023	06/29/2024	BODILY INJURY (Per person)  BODILY INJURY (Per accident)	\$	MM-25-700-100-100-100-100-100-100-100-100-100		
B OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED		<b>ウ</b> カに9009999	00/28/2023	3016316044	PROPERTY DAMAGE	\$			
AUTOS ONLY AUTOS ONLY					(Per accident) FINCG	\$			
UMBRELLA LIAB OCCUP	<del> </del>								
H ENGERGIAN			1		ACCRECATE	\$ \$			
CEANING-IVIADE	1				AGGREGATE	\$			
DED RETENTION \$ WORKERS COMPENSATION	+		<del></del>		➤ PER OTH- STATUTE ER	+			
AND EMPLOYERS' LIABILITY  Y/N					E.L. EACH ACCIDENT	s 1,00	00,000		
C OFFICER/MEMBER EXCLUDED?	N/A	WC3805996	06/29/2023	06/29/2024	E.L. DISEASE - EA EMPLOYEE		00,000		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	<u> </u>	00,000		
DESCRIPTION OF OPERATIONS DRIVE	<del>                                     </del>	<u> </u>	<u> </u>	<del>                                     </del>	, 02(0) EBH11	<u> </u>			
						L			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACOR	D 101, Additional Remarks Schedule,	may be attached if more	space is required)		<del></del>			
City of Bloomington, is listed as an additional in									
			The state of the s						
CERTIFICATE HOLDER			CANCELLATION						
City of Bloomington	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
401 North Morton St.			AUTHORIZED REPRES	ENTATIVE			***************************************		
m		JA 1 4 4 4 4 4 4							
Bloomington		IN 47404	Ī						

## State of Indiana Office of the Secretary of State

# Certificate of Incorporation of KONA ICE OF BLOOMINGTON INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation 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 Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 25, 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, July 25, 2016

Corrie Lauren

CONNIE LAWSON
SECRETARY OF STATE

201607251151112 / 7362997

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

KONA ICE OF BLOOMINGTON INCORPORATED 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433

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

FEIN

81-2690958

LOC ID

0158439155-001

**ISSUED** 

December 02, 2021

**EXPIRES** 

December 31, 2023

THIS LICENSE:

IS NOT TRANSFERRABLE TO ANY OTHER PERSON. IS NOT SUBJECT TO REBATE.

IS VOID IF ALTERED.

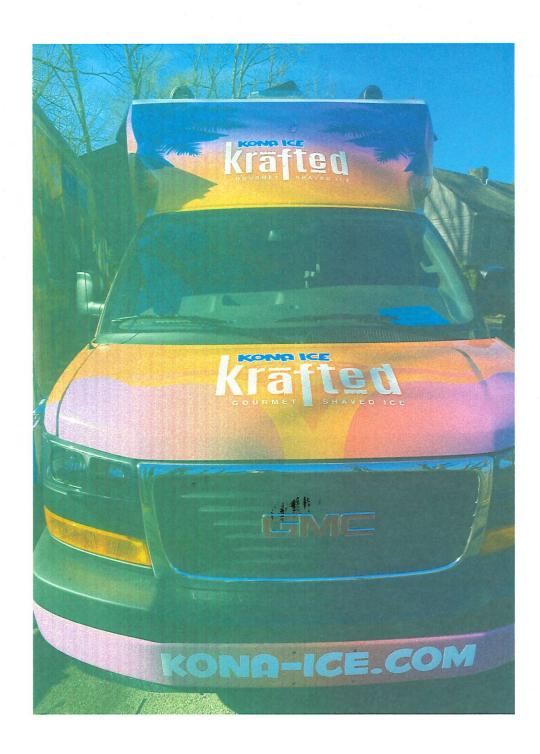




KONA ICE OF BLOOMINGTON INCORPORATED 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN



#### 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:** 08/03/2023

Business Name: Kona Ice TRK 3

Address: Bloomington, IN 47408

Phone:

#### The following permit has been issued:

**Permit No.** 000253

Type:FOOD Temporary Vender/Cooking

**Issued Date:** 08/03/2023 **Effective Date:** 08/03/2023 **Expiration Date:** 08/03/2024

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.

08/03/2023

Inspector: Jeff Yutmeyer

Date

#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2023-50

#### Mobile Vendor in Public Right of Way Kona Ice of Bloomington - 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, Kona Ice of Bloomington - 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 8/15/2023, and ending on 8/15/2024.
- 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.

- 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 15th DAY OF AUGUST, 2023.

<b>BOARD OF PUBLIC WORKS:</b>	
Kyla Cox Deckard, President	
,	
Elizabeth Karon, Vice President	
Jennifer Lloyd, Secretary	
ALL TERMS AND CONDITIONS CONT AGREED TO BY VENDOR:	AINED IN THIS RESOLUTION 2023-50 ARE ACCEPTABLE AND
	Date:
Warren Stoehler	Date:



## Board of Public Works Staff Report

**Project/Event:** Best Beers, Inc. Clydesdale on Kirkwood Event

Petitioner/Representative: Scott Hutcheson Staff Representative: April Rosenberger

Meeting Date: August 29, 2023

Best Beers, Inc. will be hosting a public photo opportunity and three ceremonial deliveries to Kilroy's on Kirkwood, Upstairs Pub, and Nick English Hut with an Anheuser Busch Clydesdale horse on Friday, September 01, 2023 from 4:00 p.m. to 6:00 p.m.



#### **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
812-349-3411

			FOR		

Contact Name:	Scott Hutchese	) A						
Contact Phone:	812-332-1234 Mobile Phone: 240-506-35							
Title/Position:	Coordinator							
Organization:	Best Beers, Inc.							
Address:	4265 W. Vernal Pike							
City, State, Zip:	Bluomyten, IN 47404							
Contact E-Mail Address:	Shutcheson @ bestbeersinc.com							
Organization E-Mail and URL:	bestbeersing, com							
Org Phone No:	812-332-1234	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:

Type of Event	☐ Metered Parking Space(s) ☐ Run/Walk ☐ Festival ☐ Block Party ☐ Parade ☐ Art in the Right of Way Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, September 1, 2023	_
Time of Event:	Date: 9/1/23 Start: 41:00 pm Date: 91/23 End: 6	:00pm
Setup/Teardown time Needed	Date: 9/1/23 Start: 3:30pm Date: 9/1/23 End: 6:	30pm
Calendar Day of Week:	Friday	
Description of Event:  Expected Number of	public photo opportunity and 3 "ceremonical" to Nichs, upstairs Pub, & Kilroys on Kirkwood.  2 hour time limit with quich set-up & team  Public Expected # of vehicles (Use of Parkin Spaces to close): 1 - truck/tr	r-doun,
		ng railer -
Participants:	1 - Sprint Var	railer -
Participants:	A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECUR	wiler -
A. IF YOUR EVENT IS A ATTACH THE FOLLOW!  A map of the propose and identified)  The starting The ending Each inters A notation	A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECUR	E AND
A. IF YOUR EVENT IS A ATTACH THE FOLLOW!  A map of the propose and identified)  The starting The ending Each inters A notation intersection	A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURING:  used rights-of-way closure or route in its entirety (streets shall be properly labeling point shall be clearly marked g point shall be clearly marked section along the route shall be clearly identified of how each intersection is to be blocked shall be specifically noted at each	E AND

Noise Permit application

	F YOUR EVENT IS A <b>RUN/WALK/PARADE</b> , YOU ARE REQUIRED TO SECURE AND ATTACHED FOLLOWING: <i>Moving Events – Use and/or Closure of City Streets/Sidewalks</i>
	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)  • The starting point shall be clearly marked  • The ending point shall be clearly marked  • The number of lanes to be restricted on each road shall be clearly marked  • Each intersection along the route shall be clearly identified  • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and  • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit □Not applicable
	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
	A properly executed Maintenance of Traffic Plan  *Determine if No Parking Signs will be required   * Determine if Barricades will be required
	Secured a Parade Permit from Bloomington Police Department □Not applicable
	Noise Permit application   Notapplicable
	Waste and Recycling Plan if more than 100 participates (template attached)
SEC	If YOUR EVENT IS A <b>FESTIVAL/SPECIAL COMMUNITY EVENT</b> YOU ARE REQUIRED TO CURE AND ATTACH, AND SUBMIT THE FOLLOWING: Stationary Events — Closure of Deets/Sidewalks/Use of Metered Parking
	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit   Not applicable
	A properly executed Maintenance of Traffic Plan  *Determine if No Parking Signs will be required * Determine if Barricades will be required
	Noise Permit application
	Beer & Wine Permit
	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. <b>DEADLINE</b> : To Public Works no later than five days before event.  If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
	LIT FOOD VANDORS ARE NAME OF FOSTIVAL INJURIOUS COUNTY HEALTH LICENSES & FIRE INSPECTION )

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

CHECKLIST
Determine type of Event
Complete application with attachment:  Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable) For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
Date Application will be heard by Board of Public Works
Approved Parks Special Use Permit (if using a City Park)
If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

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

	Contact Infor	mation- Other	
	<u>Location</u>	Contact	Phone Number
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	County Health Department Food Sanitarian	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Clemens Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenbarger Dept. of Public Works	(812) 349-3411
Economic and Sustainable Development (Arts)	401 N. Morton St. Suite 150 Bloomington, IN	Holly Warren Arts Director	(812) 349-3618
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> 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

-



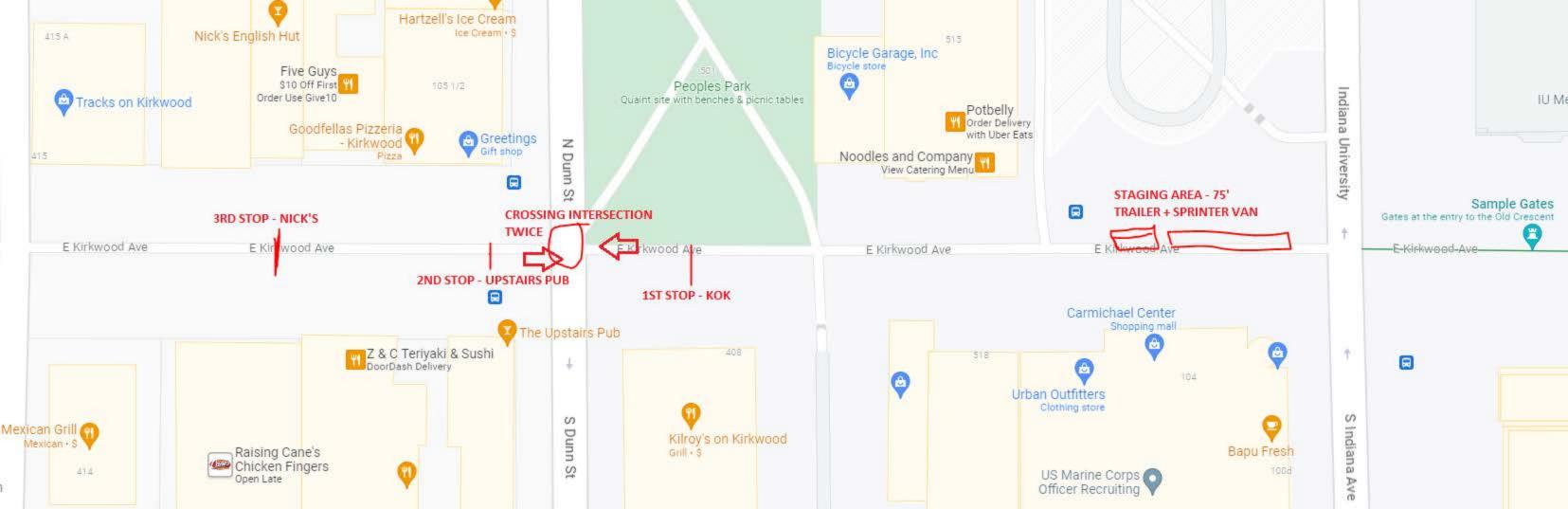
#### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 8/9/2023

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).

	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
_	DUCER	-		CONTACT NAME: Lisa Slone					
ISI	J Insurance Services The May Age	тсу			PHONE (A/C, No, Ext): 812-353-6481 (A/C, No): 812-332-3646				
	27 North Walnut Street Box 1669				E-MAIL ADDRESS: Islone@mayagency.com				
	oomington IN 47402				ADDRE	NAIC #			
					INSURE	15350			
	IRED			BESTBEE-02	INSURE				
	Best Beers Inc. PO Box 3130					RC:			
	oomington IN 47402		INSURE						
	3		INSURE	RE:					
						RF:			
СО	VERAGES CER	TIFI	CATE	NUMBER: 1458900387				REVISION NUMBER:	
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RIERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT	TO WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	A012028		3/1/2023	3/1/2024		1,000,000
Α	CLAIMS-MADE X OCCUR			A012910		3/1/2023	3/1/2024	DAMAGE TO RENTED	300,000
								(20.0000,000,000,000,000,000,000,000,000,	5,000
								` · · · · · · · · · · · · · · · · · · ·	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$2	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$2	2,000,000
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY			A012028		3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
	X ANY AUTO							BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY AUTOS NON-OWNED							BODILY INJURY (Per accident) \$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
								\$	
Α	X UMBRELLA LIAB X OCCUR			A012028		3/1/2023	3/1/2024	EACH OCCURRENCE \$	10,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	10,000,000
	DED RETENTION\$							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			A012028		3/1/2023	3/1/2024	X PER STATUTE OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A							500,000
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	500,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORD	101, Additional Remarks Schedu	le, may be	attached if more	e space is require	ed)	
CE	RTIFICATE HOLDER				CANC	ELLATION			
The City of Bloomington					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	501 N Morton Street Bloomington IN					RIZED REPRESEI	NTATIVE		
				Line Hore					



#### RESOLUTION 2023-51 BEST BEERS, INC. CLYDESDALE ON KIRKWOOD EVENT

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets and Municipal Parking Lots; and

WHEREAS, Best Beers, Inc. is sponsoring a Clydesdale on Kirkwood event on Friday, September 01, 2023

WHEREAS, Best Beers, Inc. has requested that the Board of Public Works allow them the use of E. Kirkwood Ave., for a staging area to provide a public photo opportunity and three ceremonial deliveries to Kilroy's on Kirkwood, Upstairs Pub, and Nick's English Hut with an Anheuser-Busch Clydesdale horse.

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

WHEREAS, Best Beers, Inc. has applied for the Commercial Animal Establishment permit through Animal Care & Control and;

WHEREAS, Best Beers, Inc. agrees that final approval of the Commercial Animal Establishment permit will not be granted until the animal can be examined on the day of the event.

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

- 1. The City of Bloomington Board of Public Works agrees that E. Kirkwood Ave. between Kilroy's on Kirkwood and Nick's English Hut shall be used Friday, September 01, 2023 for the purpose of setting up a staging are to provide a public photo opportunity and three ceremonial deliveries while employing a Clydesdale horse.
- 2. Best Beers, Inc. agrees to obtain and place at its own expense barricades and signage required.
- 3. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 6:30 p.m. on Friday, September 01, 2023.
- 4. The Board of Public Works herein 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.

- 5. Best Beers, Inc. shall be responsible for notifying the general public, public transit and public safety agencies of the parking lot closing in advance by notice at least 48 hours in advance.
- 6. In consideration for the use of the City's property and to the fullest extent permitted by law, Best Beers, Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

ADOPTED THIS 15TH DAY OF AUGUST, 2023.

BOARD OF PUBLIC WORKS:	BEST BEERS, INC.	
Kyla Cox Deckard, President	Signature	
Elizabeth Karon, Vice President	Printed Name	
Jennifer Lloyd, Secretary	Position	
Date	Date	



## Board of Public Works Staff Report

**Project/Event:** Russian Recording's 20<sup>th</sup> Anniversary

Petitioner/Representative: Mike Bridavsky
Staff Representative: April Rosenberger

**Meeting Date:** August 15, 2023

Russian Recording is celebrating its  $20^{th}$  anniversary by hosting an outdoor concert next to their studio on Sunday, September 10, 2023 from 1 p.m. -10 p.m. The  $20^{th}$  Anniversary celebration will include a raffle, food and drink vendors, and band performances. All proceeds from the event will be donated to: Lol BUB's Big Fund, Girls Rock Bloomington, and Indiana Recovery Alliance.



#### **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
812-349-3411

1. APPLICANT INFORMATION					
Contact Name:	Mike Bridavsky				
Contact Phone:	(812) 323-8777 Mobile Phone: (812) 327-7939				
Title/Position:	Board Member	Board Member			
Organization:	Lil Bub's Big Fund, Small & Mighty Concert Series				
Address:	1021 S Walnut St.				
City, State, Zip:	Bloomington, IN, 47401				
Contact E-Mail Address:	mike@russianrecording.com				
Organization E-Mail and URL:	mike@russianrecording.com				
Org Phone No:	(812) 323-8777 Fax No: N/A				

2. ANY KEY PARTNEI	RS INVOLVED (including Food V	endors if appli	cable)		
Organization Name:	Pili's Party Taco (food truck)				
Address:	109 S. Walnut St				
City, State, Zip:	Bloomington, IN 47404				
Contact E-Mail Address:	info@pilisparty.com				
Phone Number:	(812) 219-0539	Mobile Phone:	N/A		
Organization Name:	Doner Kebab (food truck)				
Address:	304 E Kirkwood Avenue				
City, State, Zip:	Bloomington, IN, 47408				
E-Mail Address:	donerkeb1@gmail.com				
Phone Number:	(812) 219-1956	Mobile Phone:	N/A		
Organization Name:	The Orbit Room				
Address:	107 N College Ave #001				
City, State, Zip:	Bloomington, IN 47404				
E-Mail Address:	orbitbtown@gmail.com				
Phone Number:	(812) 369-4130	Mobile Phone:	N/A		

<sup>\*</sup>Please see the next page (copied) of the application for the drink vendors.



#### **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
812-349-3411

1. APPLICANT INFORMATION				
Contact Name:	Mike Bridavsky			
Contact Phone:	(812) 323-8777 Mobile Phone: (812) 327-7939			
Title/Position:	Board Member			
Organization:	Lil Bub's Big Fund, Small & Mighty Concert Series			
Address:	1021 S Walnut St.			
City, State, Zip:	Bloomington, IN, 47401			
Contact E-Mail Address:	mike@russianrecording.com			
Organization E-Mail and URL:	mike@russianrecording.com			
Org Phone No:	(812) 323-8777 Fax No: N/A			

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)					
Organization Name:	Upland Brewing Company				
Address:	350 W 11th St				
City, State, Zip:	Bloomington, IN 47404				
Contact E-Mail Address:					
Phone Number:	(812) 364-2337	Mobile Phone:	N/A		
Organization Name:	Cardinal Spirits				
Address:	922 S Morton St				
City, State, Zip:	Bloomington, IN 47403				
E-Mail Address:	hello@cardinalspirits.com				
Phone Number:	(812) 202-6789	Mobile Phone:	N/A		
Organization Name:					
Address:					
City, State, Zip:					
E-Mail Address:		_			
Phone Number:		Mobile Phone:			

3. EVENT INFORMATION					
Type of Event	☐ Parade ☐ Art in	<ul> <li>□ Metered Parking Space(s)</li> <li>□ Run/Walk</li> <li>□ Festival</li> <li>□ Block Party</li> <li>□ Parade</li> <li>□ Art in the Right of Way</li> <li>□ Other (Explain below in Description of Event)</li> </ul>			
Date(s) of Event:	September 10th,	September 10th, 2023			
Time of Event:	Date: 9/10/2023	Start: 1PM	Date: 9/10/2023 End: 10PM		
Setup/Teardown tir Needed	ne Date: 9/10/2023	Start: Setup: 7AM-1PM	Date: 9/10/2023 End: Teardown:10PM-1AM		
Calendar Day of We	eek: Sunday				
Description of Even	by Lil BUB's Big FUND's Smal from this event will benefit the form this event will benefit the form this event will benefit the form this event will have family frien the event will have family friend the event will have family friend the event will be even the event will be event wil	- Indiana Recovery Alliance  The event will have family friendly activities, local food trucks and drink vendors, with live performances by the following bands:  Deerhoof Murder By Death Major Murphy Brenda's Friend SERVICE Heaven Honey			
Expected Number of Participants:	1000-1500	1000-1500 Expected # of vehicles (Use of Parking Spaces to close):  N/A			
1 IE VOLID EVEN	T IC A NEIGHBORHOOD	RI OCK DARTY VOLL	ARE REQUIRED TO SECURE AND		
ATTACH THE FOL		BLOCK PARTI, 100	ARE REQUIRED TO SECURE AND		
A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)					
<del></del>	·		copy of notification letter/flyer/other)		
<ul> <li>A properly executed Maintenance of Traffic Plan</li> <li>Determine if No Parking Signs will be required</li> </ul>					
Noise Permit application					

### **5.** 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*

	<ul> <li>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit □Not applicable
	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
	A properly executed Maintenance of Traffic Plan  *Determine if No Parking Signs will be required   * Determine if Barricades will be required
	Secured a Parade Permit from Bloomington Police Department   Not applicable
	Noise Permit application   Not applicable
	Waste and Recycling Plan if more than 100 participates (template attached)
<b>6.</b> I	S VOLID EVENT IC A PECTIVAL (CRECTAL COMMUNITY EVENT VOLLARE REQUIRED TO
SEC	YOUR EVENT IS A <b>FESTIVAL/SPECIAL COMMUNITY EVENT</b> YOU ARE REQUIRED TO TURE AND ATTACH, AND SUBMIT THE FOLLOWING: Stationary Events – Closure of Seets/Sidewalks/Use of Metered Parking  A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  Map included - no public streets need be closed.  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
SEC Stre	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked
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SEC Stree	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  Map included - no public streets need be closed.  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize  Notification to business/residents who will be impacted by event of the day the application will be heard
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SEC Stree	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize  Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)  Using a City park or trail? Parks & Recreation Department Approved Special Use Permit  Not applicable  A properly executed Maintenance of Traffic Plan Barricades needed, but no street closures required
SEC Stree	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize  Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)  Using a City park or trail? Parks & Recreation Department Approved Special Use Permit  Not applicable  A properly executed Maintenance of Traffic Plan  Barricades needed, but no street closures required  *Determine if No Parking Signs will be required  * Determine if Barricades will be required
SEC Stree	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  Map included - no public streets need be closed.  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 spacethe staging area(s) shall utilize  Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)  Using a City park or trail? Parks & Recreation Department Approved Special Use Permit  Not applicable  A properly executed Maintenance of Traffic Plan  Barricades needed, but no street closures required  *Determine if No Parking Signs will be required  Noise Permit application  Not applicable
SEC Stree	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  Map included - no public streets need be closed.  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize  Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)  Using a City park or trail? Parks & Recreation Department Approved Special Use Permit  Not applicable  A properly executed Maintenance of Traffic Plan  Barricades needed, but no street closures required  * Determine if No Parking Signs will be required  * Determine if Barricades will be required  Noise Permit application  Diot applicable  Vendor supplied  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

7. (	CHECKLIST
X	Determine type of Event
×	Complete application with attachment:  Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable) For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
	Date Application will be heard by Board of Public Works
	Approved Parks Special Use Permit (if using a City Park) N/A
X	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY					
Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:		
	Bloomington Police				
	Bloomington Fire				
	Engineering				
	Transit				
	Office of the Mayor				
	Utilities				
	Public Works				
	Board of Public Works				



#### **NOISE PERMIT**

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

#### **Application and Permit Information**

Frank and Naise 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) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise	HILL	ninatio	11						
Name of Event:		Russian Recording 20 Year Anniversary and Fundraiser							
Location of Event:		1021 S Walnut St, Bloomington, IN, 47401							
Date of Event:		September 10th, 2023				Time of Events	Start: 1PM		
Calendar Day of We	ek:	Sunday					Time of Event:	End: 10PM	
Description of Event	t:	Russian Recording is celebrating its 20th birthday by having an outdoor concert next to our studio, organized by Lil Bub's Big Fund & Lil Bub's Small & Mighty Concert Series. All proceeds from this event will go to Lil BUB's Big FUND, Girl's Rock Bloomington, and the Indiana Recovery Alliance.  Sound Amplification for the concert will be provided by JTR Audio.							
Source of Noise:		X Live	Band	X Instru	ment	X	Loudspeaker	Will Nois∈	e be Amplified? ☐No
Is this a Charity Eve	ent?	XYes	□No	If Yes, to	Benefit:	Oı	ganizations named abov	re (3 total).	
Applicant Inform	natio	n							
Name:	Mike	Bridavsk	сy						
Organization:	Lil Bub	's Big Fund	+ Small &	Mighty Concer	rt Series		Title:	Board Member	
Physical Address:	1021 S	Walnut St,	Blooming	ton, IN, 47401					
Email Address:	mike@	russianrecor	ding.com				Phone Number:	(812) 327-7939	
Signature:	W	rike E	3 ride	rvsky			Date:	09/10/2023	
FOR CITY OF BL	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 Elizabeth Karon, Vice-President									
Date	Jenifer Lloyd, Secretary								

### \*Please see separate document titled "Waste Management Plan - 20 Year Anniversary"

#### Waste and Recycling Management Plan Template

Event name: Russian Recording 20 Year Anniversary and Fundraiser	
Number of expected attendees: 1000-1500	
Number of food vendors: 3	
Number of other vendors: 2	

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through <a href="Downtown Bloomington">Downtown Bloomington</a>, <a href="Inches">Inc.</a>

**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>*</containers>	<recycling, composting,="" etc.=""></recycling,>
<mixed paper=""></mixed>	<recycling in="" on-site,<br="">designated bins staffed by volunteers&gt;</recycling>
<food waste=""></food>	<composting bins,="" etc.="" waste=""></composting>

<sup>\*</sup>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.

## WASTE MANAGEMENT PLAN FOR RUSSIAN RECORDING 20 YEAR ANNIVERSARY AND FUNDRAISER

Event name: Russian Recording 20 Year Anniversary and Fundraiser

**Number of Expected Attendees: 1000-1500** 

Number of Food Vendors: 3 Number of Drink Vendors: 2

#### Designated waste and recycling manager:

Kyle Houpt (Studio Manager, Russian Recording LLC). Please contact him at (812) 878-0859 or kyle@russianrecording.com for any questions or concerns.

#### **Event map:**



Brown circles = trash bins, yellow circles = recycling bins. Please note recycling bins will follow C.O.B. rules designated for recycling collection (no plastic films, etc).

#### **Targeted waste:**

Type	Collection Plan
Food Containers	Waste Bins
Food	Waste Bins
Mixed Paper	Recycling Bins
Plasticware	Recycling Bins
Aluminum Cans	Recycling Bins
Glass Bottles	Recycling Bins
Plastic Bottles	Recycling Bins

#### Collection and hauling system:

Bins will be clearly delineated as Trash OR recycling, signs indicating which materials belong to which will be posted by each set of bin.

Staff (volunteers) will periodically check each station at the top of the hour, and perform bag replacements and move full bags to the waste & recycling dumpster.

#### Vendor and volunteer education and training:

Ava's Waste Removal will be providing rental of a dumpster for recycling, a dumpster for trash, and also the clearly marked trash and recycling bins in the event map above. Vendors will receive info packets for where to dispose of their waste (directly to dumpsters) and Volunteers will receive info packets on when and how often to check each bin for removal to dumpsters.

#### Materials and supplies:

- (x1) 8 yard dumpster for Trash/Waste only
- (x1) 8 yard dumpster for Recycling only
- (x10) 96 gallon trash only totes
- (x10) 96 gallon recycling only totes
- (x68) bag liners to be used as tote liners
- (x10) Printed signs at each tote station, indicating trash vs recycling bins

#### **Designation of duties:**

Hospitality volunteers will be responsible for periodically checking (once every hour) each tote station to haul full bags to the dumpsters (close but outside concert grounds). Those volunteers will also be responsible for dumping recycling from the bag liners into the recycling dumpsters, and then disposing of the used recycling bag liners separately (to avoid placing plastic film materials in the recycling dumpster. Hand carts will be used to transport full bags to dumpsters, and these carts are ONLY designated for transporting trash/recycling bags.

Hospitality volunteers will also be responsible for walking the concert grounds throughout to look for trash/recycling attendees might have dropped, and will dispose into the proper totes.

## PROPOSED MAP FOR RUSSIAN RECORDING 20 YEAR ANNIVERSARY AND FUNDRAISER



#### **LEGEND:**

Red Outline = Barricade fencing (6'x12' links)

**Orange Box = Food Vendor Area** 

Blue Box = Outdoor Stage

**Green Box = Drink Vendor Station** 

Yellow Box = Raffle & Activity Area

Blue Outlined Box /white fill = Sound and Lighting Control Tent

Red Outlined Box w/white fill = first aid station

**Purple Circles = Portable Restroom** 

**Brown & Yellow Circles = Trash & Recycling Bins** 

**Blue Circles = Water Stations** 

Yellow Stars = Entrances & Exits (general admission)

Pink Star = EXIT ONLY

Green Star = Crew ONLY entrance/exit (for load in & load out, etc)

**Red Circle = Dumpster** 

#### **NOTES:**

- The image used for the map is an older satellite image. The building with the blue roof (Russian Recording, our Recording Studio) will be off limits during the event except for event staff.
- The two buildings to the north of Russian Recording have been recently demolished, and the ground leveled, hence where the stage and audience will reside.
- Barricade fencing is west of the alley, east of the sidewalk so as not to block access to either.

#### RESOLUTION 2023-52 RUSSIAN RECORDING'S 20 TH ANNIVERSARY

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets, Sidewalks, and Municipal Parking Lots; and

WHEREAS, Russian Recording is celebrating their 20<sup>th</sup> anniversary by hosting an outdoor concert; and

WHEREAS, Russian Recording has requested that the Board of Public Works allow for a pedestrian detour at E. Allen and E. Grimes streets to the sidewalk on the west side of S. Walnut; and

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

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

- The City of Bloomington Board of Public Works agrees that a pedestrian detour at E. Allen and E. Grimes streets to the sidewalk on the west side of S. Walnut shall be allowed beginning at 8 a.m. on Sunday, September 10, 2023 and ending on 10 p.m. on Sunday, September 10, 2023 for the purpose of Russian Recording to host a 20<sup>th</sup> anniversary outdoor concert.
- 2. Russian Recording agrees to obtain and place at its own expense barricades and signage required.
- 3. Russian Recording will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 10 p.m. on Sunday, September 10, 2023.
- 4. Russian Recordings hall be responsible for notifying the general public, public transit and public safety agencies of the parking lot closing in advance by notice at least 48 hours in advance.
- 5. The Board of Public Works herein 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.
- 6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played

during those events that are part of Russian Recording's  $20^{\text{th}}$  Anniversary outdoor concert.

7.	law, Russian Recording, for itsel successors and assigns, does here Bloomington, the Board, and the Board from any and all claims, darising out of bodily injury or prooccur as a result of the use of sai	e City's property and to the fullest extent permitted by if, its officers, directors, agents, employees, members, eby indemnify and hold harmless the City of offices, agents and employees of the City and the lemands, damages, costs, expenses or other liability operty damage (collectively "Claims") which may d property, including, but not limited to, any claim or whether or not sounding in tort or contract.	
8.	8, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.		
ADOF	PTED THIS 15TH DAY OF AUG	UST, 2023.	
BOAI	RD OF PUBLIC WORKS:	RUSSIAN RECORDING	
Kyla (	Cox Deckard, President	Signature	
Elizab	eth Karon, Vice President	Printed Name	

Position

Date

Jennifer Lloyd, Secretary

Date



## Board of Public Works Staff Report

**Project/Event:** Paint the Town Purple Event

Petitioner/Representative: Kathy Hewett, Monroe County Substance Use Disorder

**Advisory Commission** 

**Staff Representative:** April Rosenberger **Meeting Date:** August 15, 2023

Monroe County Substance Use Disorder Advisory Commission is 4<sup>th</sup> annual Paint the Town Purple event to celebrate recovery on Friday, September 08, 2023 from 5:30 p.m. to 7:30 p.m. This annual event is held each September on the south lawn of the Courthouse to celebrate and support recovery in all its forms and to build connections in order to reduce stigma.

The Northside parking spaces on Kirkwood between N. Walnut and N. College are being requested from 12 p.m. until 8:30 p.m. so that food trucks can offer attendees a chance to purchase food.



#### **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
812-349-3411

#### 1. APPLICANT INFORMATION

Contact Name:	Kathy Hewett - Monroe County Substance Use Disorder Advisory Commission		
Contact Phone:	812-349-2722	Mobile Phone:	
Title/Position:	Board Member		
Organization:	Monroe County Substance Use Disorder Advisory Commission (SUDAC)		
Address:	100 W. Kirkwood		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	khewett@co.monroe.in.u	s	
Organization E-Mail and URL:	www.co.monroe.in.us		
Org Phone No:	812-349-2550	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

Of Event Little Older	m			
Type of Event	☐ Parade ☐ Art in		alk ☐ Festival ☐ Block Party	
Date(s) of Event:	9/8/23 from 5:30	pm - 7:30 pm		
Time of Event:	Date: 9/8/23	Start: 5:30 p	m Date: 9/8/23 End	: 7:30 pm
Setup/Teardown time Needed	Date: 9/8/23	Start: 4:30 p	om Date: 9/8/23 End:	8:15 pm
Calendar Day of Week:	Friday			
Description of Event:	The Monroe County Substance Use Disorder Advisory Commission is holding the 4th annual Paint the Town Purple event to celebrate recovery. on September 8th from 5:30 - 7:30 pm. This is an annual event held each September on the south lawn of the Courthouse. It is held to celebrate and support recovery in all its forms and to build connections in order to reduce stigma.  We are requesting that the north side of Kirkwood from N. Walnut to N. College be closed (adjacent to courthouse lawn) for food trucks from 12:00 pm - 8:30 pm on 9/8/23.			
Expected Number of Participants:	75-100	Sr Se	spected # of vehicles (Use of loaces to close): everal food trucks and vehicles and staff if needed	
4. IF YOUR EVENT IS	A NEIGHBORHOOD	-	YOU ARE REQUIRED TO SE	CURE AND

### ATTACH THE FOLLOWING:

A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
A properly executed Maintenance of Traffic Plan  • Determine if No Parking Signs will be required
Noise Permit application

## **5.** 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*

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

## **6.** 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*

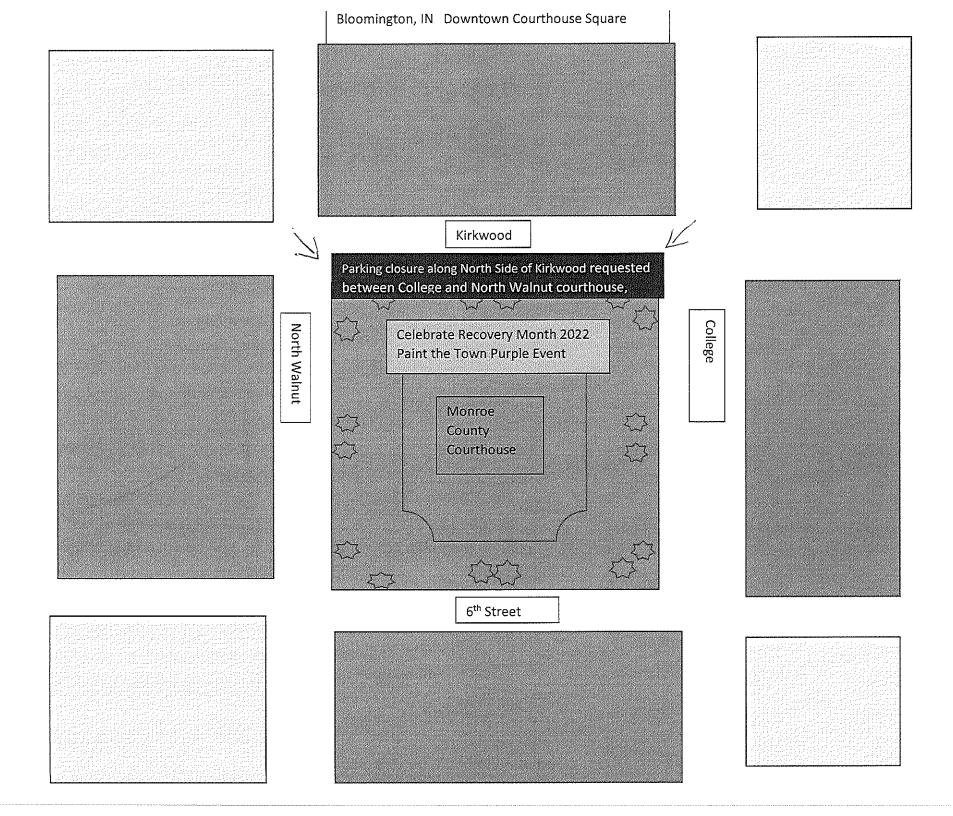
Streets/Sidewalks/Use of Metered Parking	
X	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)  The starting point shall be clearly marked  The ending point shall be clearly marked  The number of lanes to be restricted on each road shall be clearly marked  Each intersection along the route shall be clearly identified  A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
Ø	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit   Not applicable
	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
X	Noise Permit application    Not applicable
	Beer & Wine Permit LXNot applicable
	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE</b> : To Public Works no later than five days before event.
	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
	Waste and Recycling Plan if more than 100 participates (template attached)

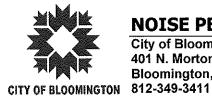
#### 7. CHECKLIST

X	Determine type of Event
	Complete application with attachment:  Detailed Map  Proof of notification to businesses/residents (copy of letter/flyer/other)  Maintenance of Traffic Plan  Noise Permit Application (if applicable)  Certificate of Liability Insurance  Secured a Parade Permit from Bloomington Police Department (if applicable)  Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)  Waste and Recycling Plan (if applicable)  For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
	Date Application will be heard by Board of Public Works
	Approved Parks Special Use Permit (if using a City Park)
	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

#### FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police	A	
	Bloomington Fire		
	Engineering		
	Transit		i
	Office of the Mayor		!
	Utilities		
	Public Works		
	Board of Public Works		





#### **NOISE PERMIT**

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

#### **Application and Permit Information**

**Event and Noise 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) 349-3411 or <a href="mailto:april.rosenberger@bloomington.in.gov">april.rosenberger@bloomington.in.gov</a>

Paint the To	Paint the Town Purple					
Monroe Cou	Monroe County Courthouse - South side of lawn					
9/8/23		Time of Event:	Start:	5:30 pm		
Friday		Tille of Evelit'	End:	7:30 pm		
annual Paint th - 7:30 pm. Thi Courthouse. It is	e Town Purple event to is is an annual event he is held to celebrate and	o celebrate recovery. o eld each September on I support recovery in a	n Septembo the south l	er 8th from 5:30 awn of the		
X pixexeseuq	☐ Instrument [	X Loudspeaker	Will Noise  X Yes	be Amplified? ☐No		
☐ YesNoX	If Yes, to Benefit:					
ion						
thy Hewett						
C. Substance Use D	isorder Advisory Com	nm Title: Board Men	nber			
ewett@co.monroe.i	n.us	Phone Number:	812-349-	2722		
		Date:	7/17/23			
MINGTON USE	ONLY					
ignee of the Ma	yor of the City of	ton Municipal Coo Bloomington, her	le, We, th eby waiv	e Board of e the City		
BOARD OF PUBLIC WORKS						
dent	Elizabeth	n Karon, Vice-Preside	ent	<del></del>		
	Jenifer L	loyd, Secretary				
	Monroe Cou 9/8/23 Friday The Monroe Co annual Paint th - 7:30 pm. The Courthouse. It connections in  DJ X bive Sand  YesNo  YesNo  OW Kirkwood, Block ewett@co.monroe.it  MINGTON USE ection 14.09.07 signee of the Mathe above menti	Monroe County Courthouse - 9/8/23 Friday  The Monroe County Substance Use D annual Paint the Town Purple event t - 7:30 pm. This is an annual event he Courthouse. It is held to celebrate and connections in order to reduce stigma  DJ Instrument  YesNo If Yes, to Benefit:  ion  thy Hewett  C. Substance Use Disorder Advisory Com D W Kirkwood, Bloomington, IN ewett@co.monroe.in.us  MINGTON USE ONLY ection 14.09.070 of the Blooming signee of the Mayor of the City of the above mentioned event.  ORKS	Monroe County Courthouse - South side of lawn 9/8/23 Friday  The Monroe County Substance Use Disorder Advisory Conannual Paint the Town Purple event to celebrate recovery. of -7:30 pm. This is an annual event held each September on Courthouse. It is held to celebrate and support recovery in a connections in order to reduce stigma.  DI Liver Brand Instrument Ins	Monroe County Courthouse - South side of lawn  9/8/23 Friday  The Monroe County Substance Use Disorder Advisory Commission is annual Paint the Town Purple event to celebrate recovery. on September - 7:30 pm. This is an annual event held each September on the south I Courthouse. It is held to celebrate and support recovery in all its forms connections in order to reduce stigma.  DJ		



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2023

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

this certificate does not confer rights to the	ne tei e certi	ficate holder in lieu of su	ich endorsement(s	).	equire an endorsement.		•••
PRODUCER	C 00111	noute troited in new et e-	CONTACT NAME: Susan Wo				
Hylant - Bloomington			NAME: Cudari 144600 PHONE (A/C, No, Ext): 812-333-3244 (A/C, No): 812-333-3068				
100 South College Ave, Suite 230			E-MAIL ADDRESS: susan,wood@hylant.com				
Bloomington IN 47404					DING COVERAGE	NAIC	#
			INSURER A : Indiana				-
		MONRCOU-23	INSURER B : Charter			2561	15
Monroe County Board of							
Commissioners					Specialty Insurance Compa	2028	
100 W. Kirkwood Ave #220			INSURER D : Federal	insurance Co	mpany	2020	) [
Bloomington IN 47404			INSURER E :				
			INSURER F :				
COVERAGES CERTIF	ICATE	NUMBER: 1654389518			REVISION NUMBER:	IE DOLICY DEDI	IOD
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH POL	IREMEI TAIN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER I	JOCUMENT WITH RESPEC	OF TO WHICH II	HIO
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C X COMMERCIAL GENERAL LIABILITY	D WVD.	47SPK14851007	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000	
CLAIMS-MADE X OCCUR		., 0, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
CLAIMS-MADE / OCCUR					MED EXP (Any one person)	\$ 20,000	
					PERSONAL & ADV INJURY	\$1,000,000	
					GENERAL AGGREGATE	\$ 3,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000,000	
X POLICY PRO-						\$1,000,000	
OTHER:	1	71.004.04.04.70	1/1/2023	1/1/2024	Employee Benefits  COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
B AUTOMOBILE LIABILITY		ZLP81N49478	1/ 1/2023	1/1/2024	(Ea accident)  BODILY INJURY (Per person)	\$	
X ANY AUTO OWNED SCHEDULED					BODILY INJURY (Per accident)		
AUTOS ONLY AUTOS					PROPERTY DAMAGE (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY						\$ \$1000 ded	
					Comp & Coll		
B X UMBRELLA LIAB X OCCUR		ZLP81N49478	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 5,000,000	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
DED X RETENTION \$ 0					V DEP OTH	\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N	11680120	1/1/2023	1/1/2024	X PER STATUTE ER		
AND EMPLOYERS CIABLETT Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	<u> </u>				E.L. EACH ACCIDENT	\$ 1,000,000	
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D Equipment N	N	36046349	1/1/2023	1/1/2024	Rented/Leased \$10,000 Ded	\$25,000 per ite \$100,000 per o	
	<u> </u>	<u> </u>					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES RE: Paint the Town Purple-Celebrate Recover The City of Bloomington is additional insured for	y Ever	1t, 9/8/2023.			ed)		
CERTIFICATE HOLDER			CANCELLATION	<u> </u>			
City of Bloomington	SHOULD ANY OF	THE ABOVE D	DESCRIBED POLICIES BE C EREOF, NOTICE WILL E CYPROVISIONS.	ANCELLED BEFO	ORE IN		
P Ó Box 100			AUTHORIZED REPRES	ENTATIVE			
Blomington IN 47402			Nicholas 2 Mylant				

#### BOARD OF PUBLIC WORKS RESOLUTION 2023-53

#### PAINT THE TOWN PURPLE

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

WHEREAS, the Paint the Town Purple organizers are desirous of using parking spaces on the North side of Kirkwood Avenue between College and Walnut.

WHEREAS, the Paint the Town Purple organizers have agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

- 1. The City declares that the Paint the Town Purple event may reserve parking spaces on the north side of Kirkwood Avenue between College and Walnut on Friday, September 08, 2023 from 12:00 pm to 8:30 pm.
- 2. Paint the Town Purple 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. Paint the Town Purple will be responsible for removing all trash, picking up litter and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 8:30 PM on Friday, September 8, 2023.
- 4. The Board of Public Works herein 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.
- 5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
- 6. Paint the Town Purple shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 7. In consideration for the use of the City's property and to the fullest extent permitted by law, Paint the Town Purple, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

Resolution 2023-53

8, by signing	g this agreement, represents that he/she has been fully
empowered by proper action of the ent	tity to enter into the agreement and has authority to do so
ADOPTED THIS 15th DAY OF AUGUS	ST, 2023.
BOARD OF PUBLIC WORKS:	PAINT THE TOWN PURPLE:
Kyla Cox Deckard, President	Signature
Elizabeth Katon, Vice-President	Printed Name
Jennifer Lloyd, Secretary	Position



# Board of Public Works Staff Report

**Project/Event:** Approve Change Order #1, Hopewell Phase I East

Petitioner/Representative: Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** August 15<sup>th</sup>, 2023

**Report:** This project was awarded to Milestone Contractors on May 23rd, 2023. This change order will remove additional trees on both the Centerstone property and Saint John Associates property. This change order in the amount of \$10,053.38 will be added to the existing contract amount of \$13,373,284.90 for a final contract amount of \$13,383,338.28. Funding for this change order is pending approval at the August 21st RDC meeting.

Project Approvals TimelineApproval TypeStatusDateApprove Construction ContractApprovedMay 23rd, 2023Change Order #1PendingAugust 15th, 2023

## City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors Contract Amount: \$13,383,338.28

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 INF	-ORMATION	,
1.	Check the box beside the papplicable)	procurement method used to in	itiate this procurement: (	Attach a quote or bid tabulation if
	Request for Quote (RFQ)	Request for Prop	osal (RFP) Sole Sour	✓ Not Applicable
	Invitation to Bid (ITB)	Request for Qua	alifications Emergen	cy Purchase
2.	List the results of procure	ment process. Give further exp	lanation where requeste	ed. Yes No
	# of Submittals:	Yes No		cost selected? (If no, ow why it was not.)
	Met city requirements?  Met item or need requirement  Was an evaluation team used?  Was scoring grid used?  Were vendor presentations rec	,	Works contra	order will alter the Board of Public ct approved on May 23rd, 2023. It is ed in compliance with the contract
3.	State why this vendor was	selected to receive the award a	nd contract:	
	Contract approved at the	May 23rd, 2023 meeting of the	e Board of Public Works	
	Award \$13,373,284.90 CO #1 +\$10,053.38 Final \$13,383,338.28	3		
	Roy Aten	<del></del>	oject Manager	Engineering
	Print/Type Nam	e Print/	Type Title	Department



## City of Bloomington, Indiana

## Change Order Details

Hopewell Phase I East Infrastructure

**Description** Construction of infrastructure for Hopewell Phase I East Site.

**Prime Contractor** Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order

**Status** Pending

**Date Created** 08/04/2023

Type Scope Changes

**Summary** Tree Removal

Change Order Description A portion of the required trees to be removed prior to bid were not able to be removed due to property acquisition. This change order will be for

the removal of trees on the Centerstone property and the Saint John Associates property. No change in contract time is being considered with

this change order.

**Awarded Project Amount** \$13,373,284.90

**Authorized Project Amount** \$13,373,284.90

**Change Order Amount** \$10,053.38

**Revised Project Amount** \$13,383,338.28

Change Order Details:

## **New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension		
Section: 1 - Description							
0200	201-02240	LS	1.000	\$10,053.380	\$10,053.38		
TREE REMOVAL							
Reason: Removal of trees on the Centerstone and Saint John Associates properties.							

## **Attachments**

1 item

Document	Name	Description	Submission Date
CO_MARKUP_FOR_TREE_REMOVAL.pdf	CO MARKUP FOR TREE REMOVAL.pdf	Milestone Pricing Sheet	08/04/2023 04:58 PM EDT
1 attachment			

Change Order Details: 08/04/2023

Total: \$10,053.38

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

	Digitally signed by Tommy Gott DN: C-10s. DN	
Engineer	C	Board of Public Works
Title	Title	Title
Date	Date	Date

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	<u>Sheet</u>		Date:		July 31, 20:	23
	www.milestonelp.com			<u> </u>	ļ		<u> </u>	
					Pages:	4	<u> </u>	
<u>To:</u>	City of Bloomington		<u>Project:</u>	Hopewe	ll East P	hase 1		
	Attn: Cecil Penland							
		<u> </u>	Description:	Tree Clear	ng			
E-4 N-				<u> </u>	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	T	
Est. No.			Ref:	Tree Clear	1 no		<u> </u>	
			Qty:	1	LS		[	
Labor:				······································			·	
Total Labor Cost fro	om Estimate Sheet:			İ	İ			
				]	I.ał	or Subtotal		
Equipment:	1			L				
Total Equipment Co	ost from Estimate Sheet:			ļ	ļ		<u> </u>	
		1			Equipme	ent Subtotal	\$	
Material:	<u>i</u>	<u>.</u>		<u>i</u>	Equipme	in Subtotal	<u> </u>	<del>-</del>
Total Material Cost	from Estimate Sheet:							
					<u> </u>	. 10 1 1	<u></u> φ	
Subcontractors:					Mater	ial Subtotal	1.2	<del>-</del>
	cost from Attached Sheets:			<u> </u>			<u></u>	
					<u>.                                    </u>	~		0.500.00
	<u>i</u>	<u>i</u>		j St	bcontrac	tor Subtotal	\$	9,500.00
	<u> </u>	<u> </u>		T		C1-4-4-1		0.500.00
			,	i Bond (.75	(0% rota)	Subtotal 10%		9,500.00
					Markup			78.38
			Eq	uipment		10%	\$	-
		<u></u>		Material		10%	\$	-
			Subco	ontractor	Markup			475.00
				<u>i</u>	<u></u>	<u>Total</u> Per	÷	10,053.38 .S
l		<u> </u>				Per U <b>nit Pric</b> e	<u> </u>	10,053.38
ANY ITEM NO	T SPECIFICALLY STATED A				DED IN	OUR PR	OPOSAL.	
~		ARIFICATIONS OR IF A	DDITIONAL	PRICI	IG IS R	EQUEST	ED.	
Signature repres	sents acceptance of this Proposa :	<u>l.                                    </u>		Ţ	<u> </u>		<u>:</u>	
Signed:	Tommy Gott				ļ		<u></u>	
	,							
Date:	July 31, 2023				ļ			
Terms:	Upon Receipt			ļ	ļ		<u> </u>	
l erins:	Орон кесепрі			<u> </u>	ļ		<u> </u>	•••••
Submitted By:		Approved By:		±	<b>i</b>	i		
	Tommy Gott						Da	ate
		Printed:						-4-
		<u> </u>					į Da	ate
	j							



# Board of Public Works Staff Report

**Project/Event:** Hopewell Phase I East Closures, Morton from 1<sup>st</sup> Street to 2<sup>nd</sup>

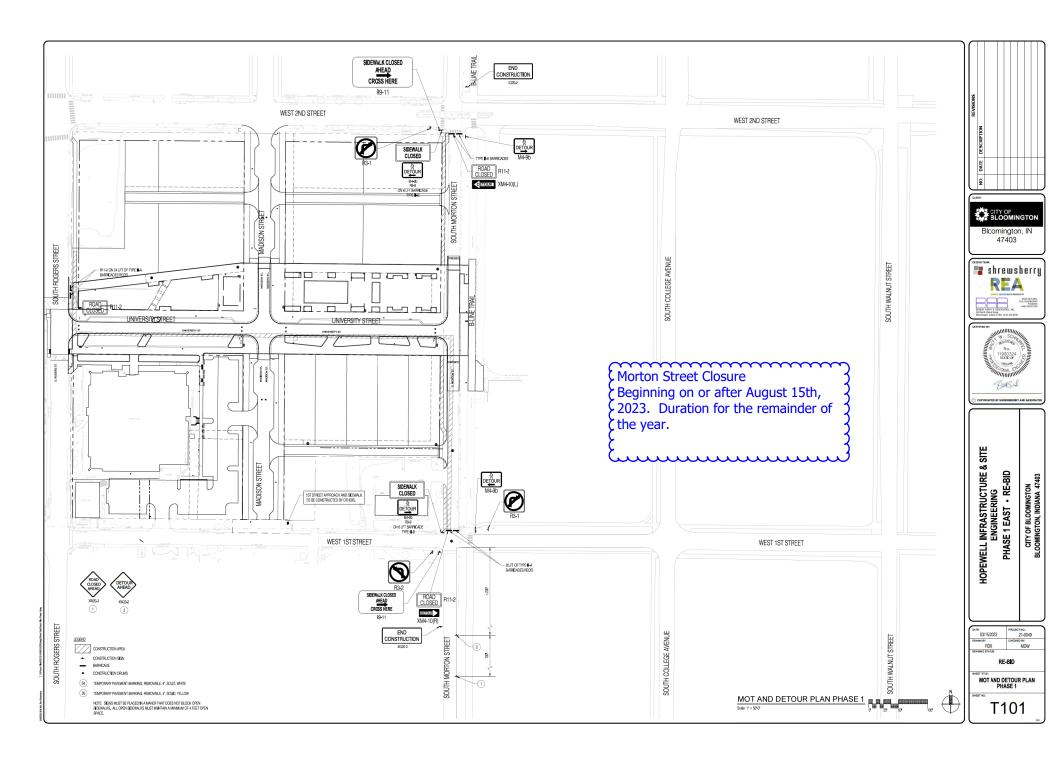
Street

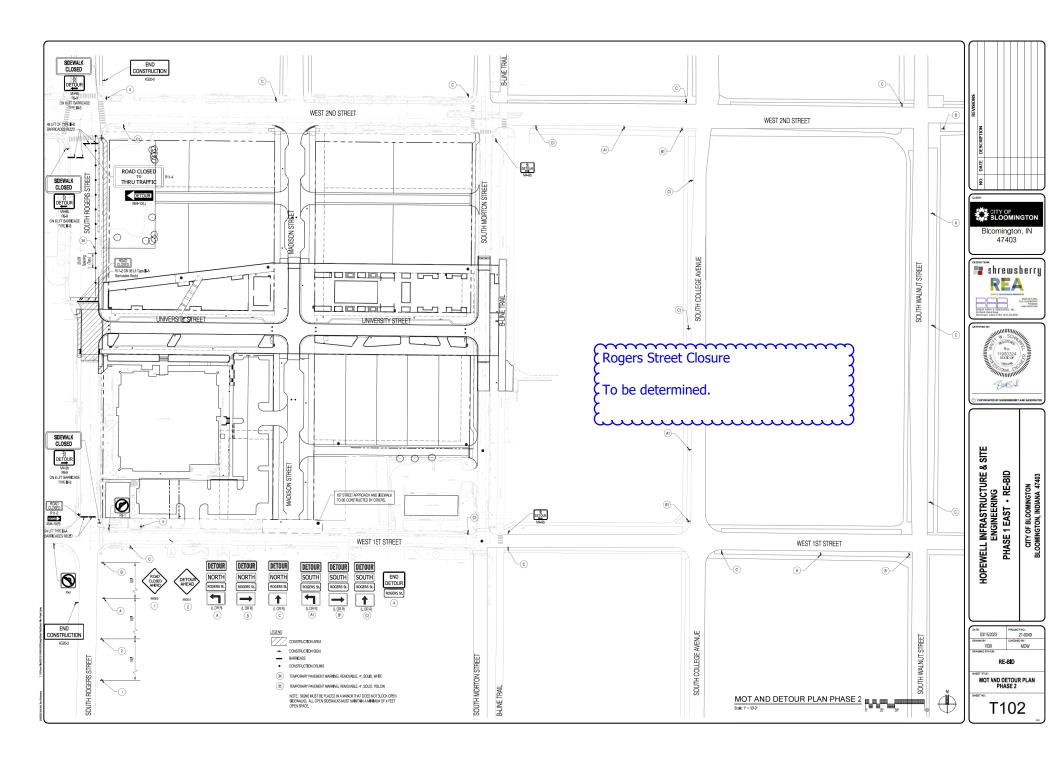
Petitioner/Representative: Engineering Department

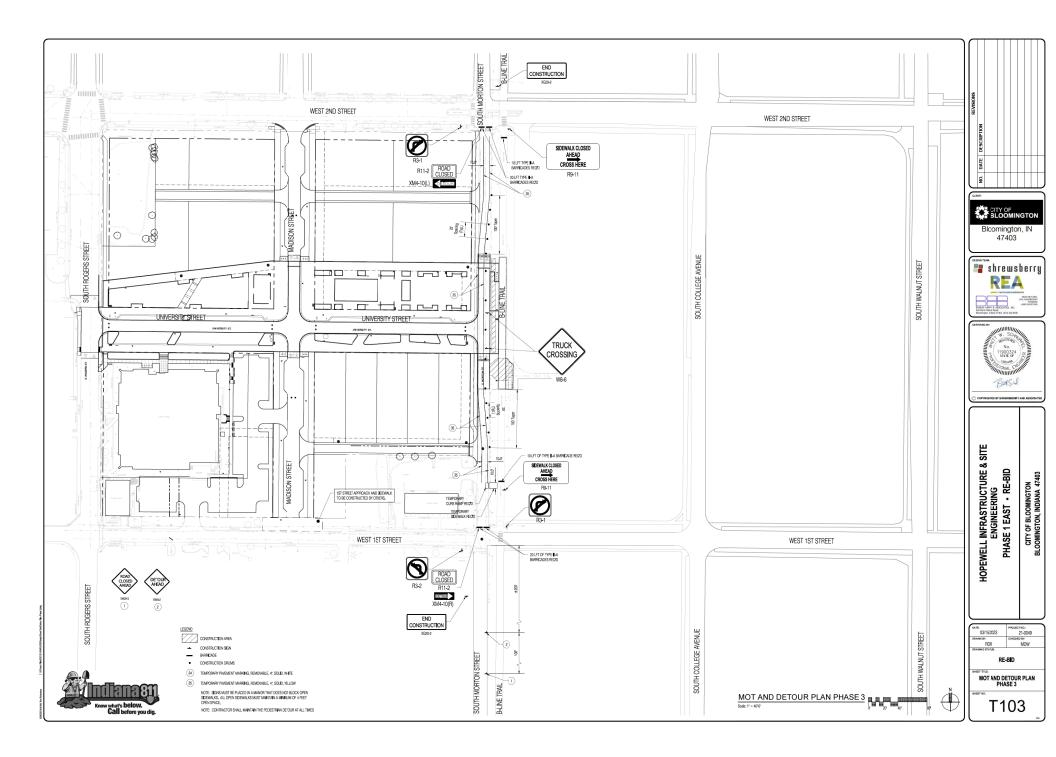
**Staff Representative:** Roy Aten, Senior Project Manager

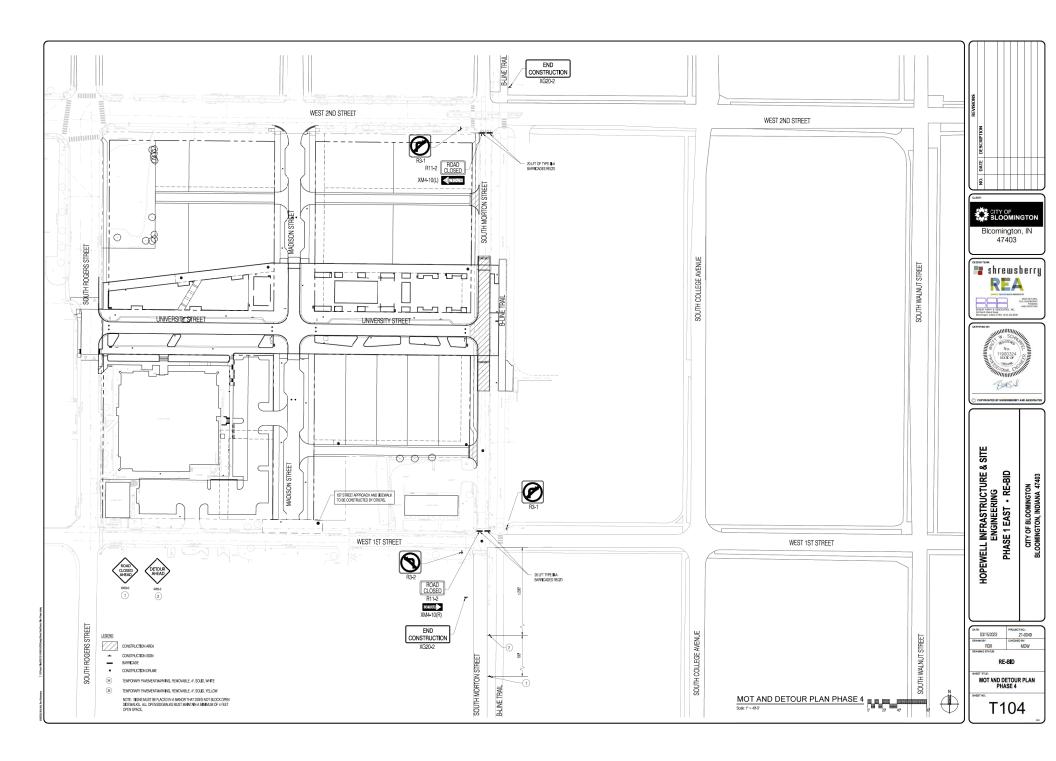
**Date:** August 15<sup>th</sup>, 2023

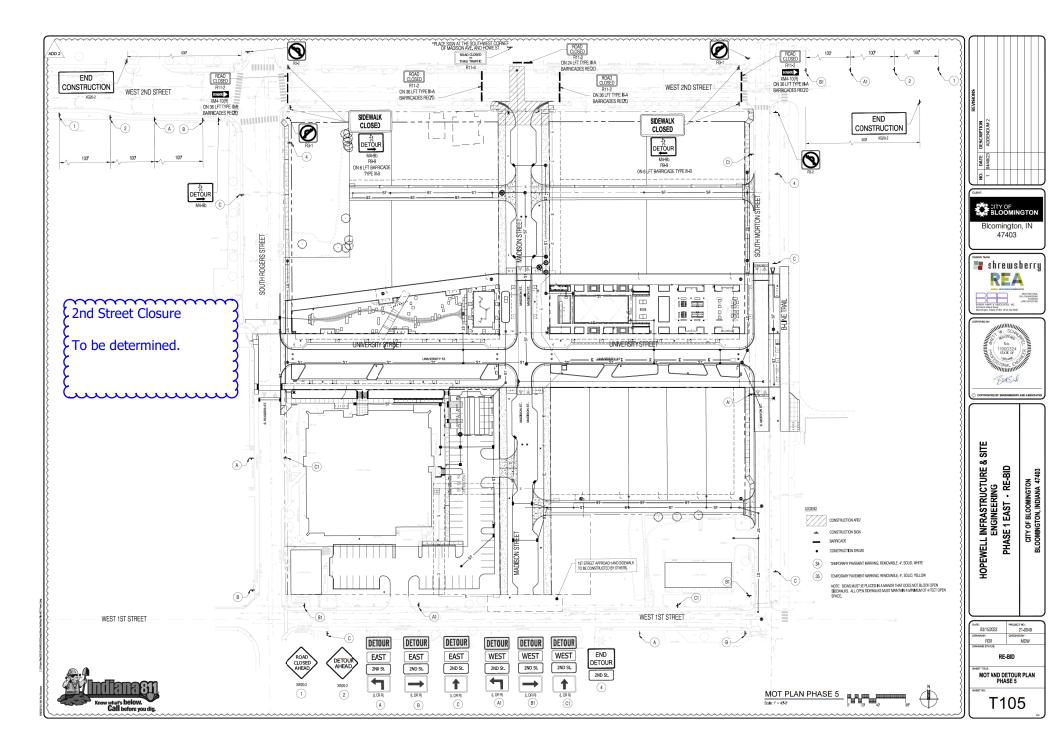
**Report:** The Board awarded this contract to Milestone Contractors on May 23rd, 2023. At that time the staff report indicated that only lane restrictions were required. The actual project will require three separate closures throughout the construction schedule. The first will be a complete closure of Morton Street from 1st Street to 2nd Street. That closure will occur after the lane restrictions along 1st Street have been completed (other BPW item), and will last throughout the remainder of the year. Additional closures for the project will include a complete closure of Rogers Street from 1st Street to 2nd Street, and a full closure of 2nd Street from Rogers Street to Morton Street. The timing of those additional closures is yet to be determined.

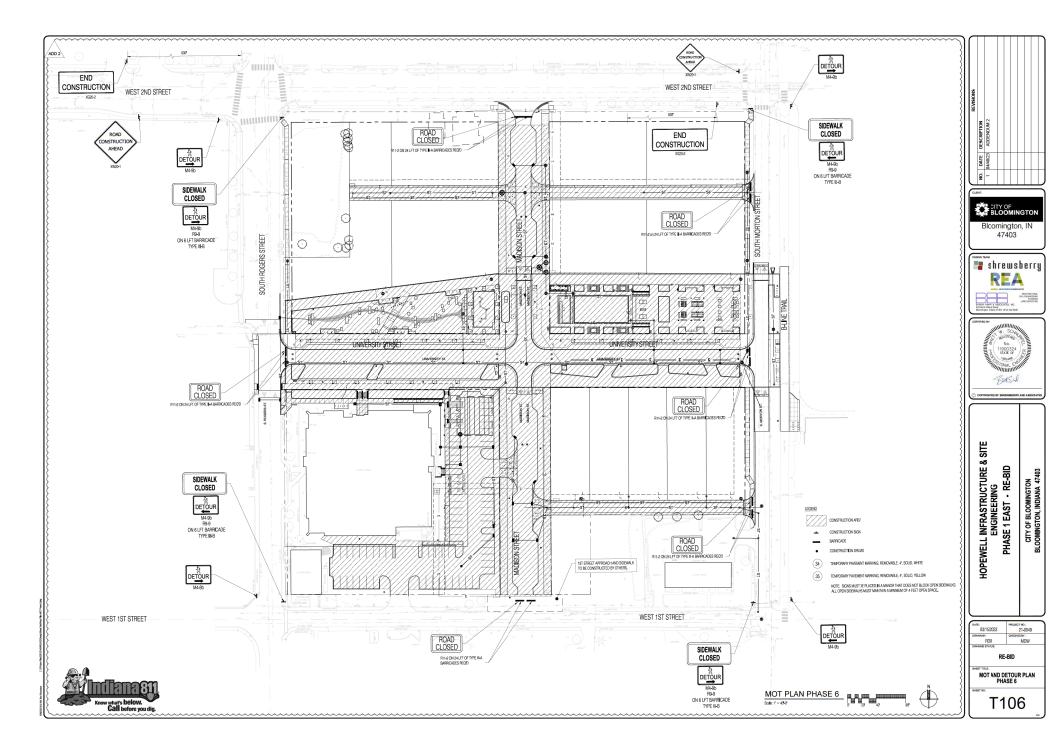












#### **REGISTER OF PAYROLL CLAIMS**

**Board: Board of Public Works Claim Register** 

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
8/11/2023	Payroll				682,691.73
		ALLOWANC	E OF CLAIMS		
claim, and exc total amount c	cept for the claims not all	owed as shown on	jister of claims, consisting the register, such claims	of <b>1</b> are hereby allowed in the	
Kyla Cox Decl	kard, President	Elizabeth Karor	n, Vice President	Jennifer Lloyd, Secretary	/
-	fy that each of the above ith IC 5-11-10-1.6.	listed voucher(s) of Fiscal Officer_	or bill(s) is (are) true and c	correct and I have audited san	ne in