

# Board of Public Works Meeting

## September 24, 2024



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](http://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 at [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov) 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**  
**September 24, 2024**

A Regular Meeting of the Board of Public Work will be held **Tuesday, September 24, 2024 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/82029979698?pwd=TlbMhXmS7fuUpTKay2YSTXAzRsVxCr.1>

Meeting ID: 820 2997 9698 Passcode: 299765

**I. AWARD OF BIDS**

1. **Trades District Sculpture Site Preparation**
  - a. **Milestone Contract**

**II. MESSAGES FROM BOARD MEMBERS**

**III. PETITIONS AND REMONSTRANCES**

**IV. CONSENT AGENDA**

1. **Approval of Minutes: August 27, 2024**
2. **Approval of Minutes: September 10, 2024**
3. **Request to Waive ROW2024-08-0999 Permit Fees for the Park Ridge East Neighborhood Association**
4. **Resolution 2024-060; Renewal of Mobile Vendor Big D's BBQ**
5. **Resolution 2024-066; New Mobile Vendor The Crepe Outdoors**
6. **Approval of Payroll**

**V. NEW BUSINESS**

1. **Resolution 2024-065; Shared Micro-Mobility Directives for Bird and Lime**
2. **Approval of Change Orders #1 and #2 for the Downtown Street Maintenance Project**
3. **Contract with Bounds Flooring for Replacement of Flooring at Animal Care & Control**

**VI. STAFF REPORTS & OTHER BUSINESS**

1. **Sidewalk Improvement Plan for 2024 – Adam Wason**

**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](mailto:public.works@bloomington.in.gov)



## Board of Public Works Staff Report

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**Project/Event:** Award Construction Contract to Milestone Contractors, LP for the Morningside Drive Greenway Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Zac Rogers

**Date:** September 24th, 2024

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**Report:** This project entails the preparation of a site for a sculpture, which is scheduled for installation at a later date by ESD (Economic & Sustainable Development). The contractor shall be responsible for the removal of trees and tree grates, remove and reinstall brick pavers, and the installation of a reinforced concrete foundation.

Bids were publicly opened and read aloud on September 23rd, 2024 12:00pm, at the Board of Public Works work session. Milestone Contractors, LP was the lowest responsive and reasonable bidder.

Bidder	Amount
Milestone Contractor, LP	\$53,800.00
E&B Paving - Bloomington	\$54,500.00
Weddle Bros. Building Group	\$68,889.82
Wise Building Solutions	\$74,182.00

Engineering recommends awarding the contract to Milestone Contractors, LP.

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

Trades District Sculpture Site Preparation

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project entails the preparation of a site for a sculpture, which is scheduled for installation at a later date. The contractor shall be responsible for the removal of trees and tree grates, the installation of a concrete foundation, and the removal and subsequent reinstallation of brick pavers. (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.



### **ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

**4.02** **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

**4.03** **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.04** **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

**4.05** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

**4.06 Payment of Retainage Amount by the Board** The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

**4.07 Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

### **5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

### **5.05 Insurance**

#### **5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

**5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06** **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07** **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08** **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**5.08.03** FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

#### **5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

**5.10** Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

#### **5.11 Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

#### **5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13** **Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

**5.14** **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors. LP
Attn: Zac Rogers	Attn: Elizabeth Haywood
P.O. Box 100 Suite 130	4755 W Arlington Rd
Bloomington, Indiana 47404	Bloomington, Indiana 47402

**5.15** **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16** **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17** **Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

**5.17.03** Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

**5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18**     **Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

**5.19**     **Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Printed Name



---

James Roach, Secretary

---

Title of Contractor Representative

---

Kerry Thompson, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### Trades District Sculpture Site Preparation

This project shall include, but is not limited to, the preparation of a site for a sculpture, which is scheduled for installation at a later date. The contractor shall be responsible for the removal of trees and tree grates, the installation of a concrete foundation, and the removal and subsequent reinstallation of brick pavers. The contractor is also required to cap the existing irrigation systems. The contractor must coordinate closely with the electrical contractor designated by the City to ensure that electrical conduits are accurately positioned prior to installing the concrete foundation

**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_.  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	<b>\$ _____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

Commission #: \_\_\_\_\_

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.



**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_  
(company name).
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

My Commission #: \_\_\_\_\_

**ATTACHMENT 'E'**

**"Unit Prices"**

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$2,000.00	\$2,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$2,000.00	\$2,000.00
3	201-02245	TREE 6 IN, REMOVE	2	EACH	\$400.00	\$800.00
4	201-52370	SITE CLEARING	1	LS	\$20,500.00	\$20,500.00
5	301-12234	COMPACTED AGGREGATE NO. 53	12	CYS	\$150.00	\$1,800.00
6	604-03643	BRICK PAVERS, MODIFIED	13	SYS	\$400.00	\$5,200.00
7	702-90915	CONCRETE, CLASS A	25	CYS	\$500.00	\$12,500.00
8	703-06028	REINFORCING BARS	2,000	LBS	\$4.00	\$8,000.00
9	801-06775	MAINTAINING TRAFFIC	1	LS	\$1,000.00	\$1,000.00
TOTAL						\$53,800.00





# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

Slate Form 52414 (R2 /2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date: SEPTEMBER 23, 2024

1. Governmental Unit (Owner): CITY OF BLOOMINGTON
2. County: MONROE
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.  
 Address: 4755 WEST ARLINGTON ROAD  
 City/State: BLOOMINGTON, INDIANA 47404
4. Telephone Number: (812) 330-2037
5. Agent of Bidder (if applicable): AARON J. CHANDLER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of TRADES DISTRICT SCULPTURE SITE PREPERATION

(Governmental Unit) in accordance with plans and specifications prepared by CITY OF BLOOMINGTON

and dated SEPTEMBER 23, 2024 for the sum of FIFTY-THREE THOUSAND EIGHT HUNDRED AND 00/100 \$ \$53,800.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


**PART II**  
(For projects of \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: CITY OF BLOOMINGTON

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): SEPTEMBER 23, 2024

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,844,546.00	CONCRETE PAVING	2023	CITY OF FORT WAYNE, PINE VALLEY PHASE 4, 200 E BERRY ST., FORT WAYNE, IN
\$10,343,209.00	ROAD CONSTRUCTION	2023	CITY OF INDIANAPOLIS, ST-22-099 200 EAST WASHINGTON ST., SUITE 1522, INDIANAPOLIS, IN
\$7,924,680.00	BRIDGE CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, B-43724-A. 415 BOYD, LAPORTE, IN
\$1,424,832.00	ROAD CONSTRUCTION	2023	GREENE COUNTY HIGHWAY, 2023 RD RESURFACE, 847 N 800 W, SWITZ CITY, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$158,813,703.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41501-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$11,087,100.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41903-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$106,975,000.00	RUNWAY CONSTRUCTION	2024	INDIANAPOLIS AIRPORT AUTHORITY, TAXIWAY 5R-23L, 7800 COL H. WEIR COOK MEMORIAL DRIVE, INDIANAPOLIS, IN
\$26,447,421.16	BRIDGE & ROAD CONSTRUCTION	2025	INDIANA DEPARTMENT OF TRANSPORTATION, B-43508-A. 5333 HATFIELD RD., FORT WAYNE, IN

The Board of Public Works meeting was held Tuesday, August 27, 2024 at 5:30 in McCloskey, City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoon with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard – In Person  
Elizabeth Karon – In Person  
James Roach – In Person

**ROLL CALL**

City Staff: Adam Wason – Public Works  
April Rosenberger – OOTM  
Alex Gray – Engineering  
Dashzell Schonemann-Poppeliers – Engineering  
Jess Goodman – Parking Services  
Jo Stong – HAND

**MESSAGES FROM BOARD MEMBERS**

None

Jo Stong, HAND, presented the abatement at 1709 E. Circle Drive. See meeting packet for details.

**TITLE VI ABATEMENTS**  
**1709 E. Circle Drive**

**Board Comments:** None

Karon made a motion to approve the abatement at 1709 E. Circle Drive. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Title XII Appeal; Notice of Violation for RotoRooter. See meeting packet for details.

**APPEALS**  
**Title XII Appeal; Notice of Violation for RotoRooter**

**Public Comment:** John Fender and John Farmer said that the person who oversees the building for Hillel stated that they will be responsible for the repairs for the concrete work. Wason asked RotoRooter if they pulled the permit to do the work in the Right-Of-Way. They stated yes. Wason asked Alex Gray if we have communicated with Hillel. Gray stated that Maria McCormick did speak with them and they repaired the Right-Of-Way on July 11, 2024.

**Board Comments:** Karon mentioned a section of the invoice from RotoRooter that states we are not responsible for reinstalling concrete and will be done by another company. Wason stated that this was submitted after the permit was issued. Wason said it is date stamped for May 13, 2024. Cox Deckard asked if Hillel was able to obtain a permit or is it only the contractors. Gray said that Hillel could be the holder of the permit for multiple contractors, but that would mean they would be responsible for any work the contractor does. Wason suggested that we table this appeal for tonight’s meeting and not ask for a final decision. That would allow us time to the next Board meeting to reach out to Hillel and get some more information. Farmer asked the Board once he obtains a permit and then is relieved from the job, he has to finish the job so he doesn’t get fined. Wason stated that clear communication is needed; after their portion is done, there still needs to be work completed and that they need to inform us. Gray stated that there was confusion because the second crew that was supposed to do the concrete didn’t do it. Karon asked if this second crew was unrelated to RotoRooter. Gray stated yes. Karon asked Fender and Farmer if they communicated with Gray. They both said several times. Karon asked if the panel was Hillel private property, IU property or City property. Gray stated there is two panels but the one on 3<sup>rd</sup> street is the one that is referenced and is City property. Cox Deckard wanted to confirm that there was communication as soon as RotoRooter determined that they were no longer working on the sidewalk. Gray stated that she did receive an email from Britney

Fender that wasn't attached to the packet. Gray mentioned that as the code is written, whoever the permit holder is receives the fine and is responsible for the repairs.

Karon made a motion to table the Title XII Appeal; Notice of Violation for RotoRooter. Roach seconded. Cox Deckard took a roll call vote, all in favor, item is tabled.

None

1. Approval of Minutes; July 30, 2024
2. Approval of Minutes; August 13, 2024
3. Amendment #1 to Contract with True North for Bloomington Police Department EV Storage Facility
4. Amendment #1 to Contract with Reed & Sons for Fire Station #1 Renovation Project
5. Resolution 2024-051; Declaration of Fleet Surplus
6. Resolution 2024-053; Harmony School Extravaganza
7. Resolution 2024-054; Hoosiers Outrun Cancer
8. Resolution 2024-055; Blockhouse Bar Music Fest
9. Resolution 2024-056; Folk Concert
10. Resolution 2024-057; IU Homecoming Parade
11. Resolution 2024-058; Declaration of ITS Surplus
12. Resolution 2024-059; Declaration of ITS Surplus
13. Approval of Payroll

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

Alex Gray, Engineering, presented Lane Closure Request from Lineal Contracting on W. Country Club Drive. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Lane Closure Request from Lineal Contracting on W. Country Club Drive. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Dashiell Schonemann-Poppeliers, Engineering, presented Sidewalk Closure Request from F.A. Wilhelm for W. Allen Street. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Sidewalk Closure Request from F.A. Wilhelm for W. Allen Street. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jess Goodman, Parking Services, presented Contract with Ann-Kriss, LLC for Walnut Street Garage Storm Drain Removal and Replacement. See meeting packet for details.

**Board Comments:** Karon made a comment that she would recuse herself from this vote due to a prior relationship with Ann-Kriss, LLC.

Roach made a motion to approve Contract with Ann-Kriss, LLC for Walnut Street Garage Storm Drain Removal and Replacement. Cox Deckard seconded. Cox Deckard took a roll

**PETITIONS AND  
REMONSTRANCES**

**CONSENT AGENDA**

**NEW BUSINESS  
Lane Closure Request from  
Lineal Contracting on W.  
Country Club Drive**

**Sidewalk Closure Request  
from F.A. Wilhelm for W.  
Allen Street**

**Contract with Ann-Kriss, LLC  
for Walnut Street Garage  
Storm Drain Removal and  
Replacement**

call vote, all in favor, motion is passed.

Wason wanted to make note that we removed from the agenda a request for permit extensions from AEG. There are continued conversations with AEG on how to get it under proper project management. AEG has had several notices of violations. They are working closely to get those paid and finalized. There were ten extension requests originally on the agenda and we pulled those for now. We are having them focus on restoration work and close out other areas. We are also working on a time-line for next steps and new permitted areas. Some of these extensions will be a dual renewal, because this will be the second time we will be renewing some of these. The budget hearing is tonight before the City Council and will be discussing the seven divisional budgets for Public Works for 2025. There will be planning designs for a future operations center for public works. We will focus on our asset management efforts and we have changed software platforms. Asset management means anything Public Works is tasked with maintaining such as a building, road surface, sidewalk, a vehicle. We need a software system that documents how old something is, what the value is, what the parts are in it, etc. Public Works has moved to the same platform as Utilities and Parks. A lot of our dollars are spent in category one personnel expenses. We have a lot of capital projects that we are looking to move forward next year city wide and are looking for alternative funding sources rather than our traditional sources for that. Wason wanted to give a final thank you to April Rosenberger as this will be her last official meeting with the Board of Public Works. We have hired her replacement. Even though she has moved up to the Mayor’s office these last several weeks, she has been assisting us and doing this on top of all of her other duties.

**STAFF REPORTS & OTHER BUSINESS**

Karon made a motion to approve claims in the amount of \$2,503,497.83. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

**APPROVAL OF CLAIMS**

Cox Deckard called for adjournment at 6:05 p.m.

**ADJOURNMENT**

Accepted By:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

Date:

Attest to:

**Meeting Minutes**  
**BOARD OF PUBLIC WORKS**  
**September 10, 2024**

The Board of Public Works meeting was held Tuesday, September 10, 2024 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 virtually through Zoom with Kyla Cox Deckard presiding.

**Present:** Kyla Cox Deckard – In Person  
Elizabeth Karon – In Person  
James Roach – In Person

**City Staff:** April Rosenberger – Mayor’s Office  
Miranda Beaver – Public Works  
Aleksandrina Pratt – Legal  
Neil Kopper – Engineering  
Dashiell Schonemann-Poppeliers – Engineering  
Kyle Baugh – Engineering  
Jess Goodman – Parking Services

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTRANCES**

**III. CONSENT AGENDA**

1. **Resolution 2024-061; Renew Mobile Vendor; Kona Ice Truck #1**
2. **Resolution 2024-062; Renew Mobile Vendor; Kona Ice Truck #2**
3. **Resolution 2024-063; Renew Mobile Vendor; Kona Ice Truck #3**
4. **Approval of Payroll**

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

**IV. NEW BUSINESS**

**1. Addendum 4 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects**

Neil Kopper, Engineering, presented Addendum 4 to Preliminary Engineering Contract with WSP, USA for Neighborhood Projects. Roach commented on the narrow section of Olive Street that is included in this projected. Roach wants to make sure precautions are being taken in this section of the project. Kopper let Roach know that this has been addressed. No comments from the public in attendance. Karon made a motion to approve the Addendum 4 to Preliminary Engineering Contract with WSP, USA for Neighborhood Greenway Projects. Roach seconded this motion. Cox Deckard took a roll call, all in favor, motion passed.

**2. Road and Sidewalk Closure Request from Strauser Construction, Inc. on N. Grant Street**

Dashiell Schonemann-Poppeliers, Engineering, presented the Road and Sidewalk Closure request from Strauser Construction, Inc. on N. Grant Street for approval. There were no questions from the Board or the public in attendance. Karon made a motion to approve the Road and Sidewalk Closure request from Strauser Construction, Inc. on N. Grant Street. Roach seconded. Cox Deckard took a roll call, all in favor, motion passed.

**3. Road Closures Request from Economic & Sustainable Development in Near West Side Neighborhood**

Dashiell Schonemann-Poppeliers, Engineering, presented the Road Closure request from Economic & Sustainable Development in Near West Side Neighborhood for approval. Cox Deckard reminded that the contract between the City and the Muralist makes this a public art request. There were no comments from the public in attendance. Karon made a motion to approve the Road Closure request from Economic & Sustainable Development in Near West Side Neighborhood. Roach seconded. Cox Deckard took a roll call, all in favor, motion passed.

**4. Lane and Sidewalk Closure Request from AEG**

Kyle Baugh, Engineering, presented the Lane and Sidewalk Closure request from AEG for approval. This is an extension of 8 permits. Six of these permits will end in September and the remaining 2 will end in October. AEG also has 13 active permits open in the earlier stages of work. These 8 permits are extensions that will allow AEG to finish work in the designated areas in the shorter time frame. Baugh stated there were representatives present from AEG if the Board had further questions. There were no further questions from the Board or the public in attendance. Karon made a motion to approve the Lane and Sidewalk Closure Request from AEG. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion passed.

**5. Contract with Multi-Craft for Fire Lines Replacement at Walnut Street Garage**

Jess Goodman, Parking Services, presented the Contract with Multi-Craft for Fire Lines Replacement at Walnut Street Garage. There were no questions from the Board or the public in attendance. Cox Deckard took a roll call, all in favor, motion passed.

**V. STAFF REPORTS & OTHER BUSINESS**

Dashiell Schonemann-Poppeliers, Engineering, presented an additional staff report on the Downtown Street Maintenance Project. The additional 2 lanes in front of the Justice Building on College will need to be closed until Friday evening and possibly in to next week depending on the weather. Milestone needs to dig out for full pavement replacement and the trees are not allowing for the equipment to swing around. Cox Deckard asked if there were any questions. There were no further questions from the Board or the public in attendance. Karon made a motion to approve the Additional Closures for the Downtown Street Maintenance Project. Roach seconded. Cox Deckard took a roll call, all in favor, motion passed.

**VI. APPROVAL OF CLAIMS**

Cox Deckard asked if there were any questions from the Board on the claims presented. With no questions, Cox Deckard asked if the public had any questions. No questions were raised. A motion to approve the claims in the amount of \$2,073,956.94 dollars was made by Karon. Roach seconded this motion. Cox Deckard took a roll call, all members in favor, motion passed.

**VII. ADJOURNMENT**

Cox Deckard called for adjournment at 5:46 pm.

Accepted By:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

Date: \_\_\_\_\_ Attest to: \_\_\_\_\_



## Board of Public Works Staff Report

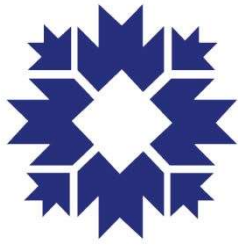
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**Project/Event:** PRENA Request to Waive ROW Permit Fees  
**Staff Representative:** Dashiell Schonemann-Poppeliers  
**Petitioner/Representative:** Park Ridge East Neighborhood Association  
**Date:** September 24<sup>th</sup>, 2024

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**Report:** The Park Ridge East Neighborhood Association is requesting ROW permit fees associated with permit number ROW2024-08-0999 to be waived. Fees include a \$100 ROW permit application fee and a \$200 road closure fee. The permit was obtained for two road closures in the Park Ridge East Neighborhood for median replanting as part of a neighborhood improvement grant-funded project. Staff recommends the request be granted as the permit was obtained for a project involving non-required infrastructure improvements.





**CITY OF  
BLOOMINGTON**  
ECONOMIC AND SUSTAINABLE DEVELOPMENT

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**Project/Event:** Mobile Vendor in Right of Way  
**PW Resolution No:** 2024-060  
**Petitioner/Representative:** Donald Hillenburg, Owner of Big Ds BBQ  
**Staff Representative:** Susan Coates  
**Meeting Date:** 09/10/2024

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**Big Ds BBQ**, by its owner, Donald Hillenburg, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

**RESOLUTION 2024-060**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**Mobile Vendor in Public Right of Way**  
**Big Ds BBQ**

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, Big Ds BBQ (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 9/12/2024, and ending on 9/12/2025.
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 9th DAY OF SEPTEMBER, 2024.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

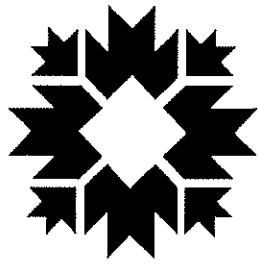
\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-060 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Donald Hillenburg

Date: \_\_\_\_\_



# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

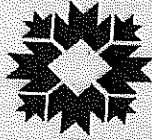
<b>Business Name</b>	Big Ds BBQ
<b>License Type</b>	Mobile Vendor License
<b>Contact</b>	Donald Hillenburg
<b>Phone</b>	812-606-9281
<b>Email</b>	dhillenburg01@gmail.com
<b>BPW Resolution No (if applicable)</b>	2024-060
<b>Issue Date of License</b>	9/12/2024
<b>Expiration Date of License</b>	9/12/2025
<b>Scanned?</b>	<input checked="" type="checkbox"/>
<b>Renewal Date for License</b>	9/12/2025
<b>Department Head</b>	Jane Kupersmith
<b>Record Destruction Date</b>	9/12/2028
<b>ESD Tracking No</b>	N/A
<b>Document Physical Filing Location</b>	2-drawer file cabinet at ESD Admin's desk
<b>Document Digital Filing Location</b>	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

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CITY OF BLOOMINGTON

### MOBILE VENDOR LICENSE APPLICATION

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

#### 1. License Length and Fee Application

Length of License: 1 Year - \$350

#### 2. Applicant Information

Name:	Don Hullenburg		
Title/Position:	owner / operator		
Date of Birth:	11-10-1971		
Address:	13198 E. Edwards Rd		
City, State, Zip:	Sokberry IN 47459		
E-Mail Address:	d.hullenburg@gmail.com		
Phone Number:	812-606-9281	Mobile Phone:	Same

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

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

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

Received in ESD  
AUG 13 2024



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

Planned hours of operation:	7AM - 9:00PM	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		



**4. Company Information**

Name of Employer:	Bug Nc BBQ			
Address of Employer:	271 E. Smithville Rd			
City, State, Zip:	Bloomington IN 47403			
Employment Start Date:		End Date (If known):		
Phone Number:	812-606-9281			
Website / Email:	dhillenburg01@gmail.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

**5. Company Officer Information**

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

Name	Address
Don Hillenburg	13198 E. Edwards Rd Salisbury IN 47459

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

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

Res-24-60  
Big D's

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

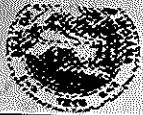
<input checked="" type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business 2023.
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

**For City of Bloomington Use Only**

Date Received: 8/13/24	Received By: Stoates	Date Approved: 8	Approved By:
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Res ✓





State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2017

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 2	ISSUE DATE 02/22/24	PUR DATE 03/15/21	COUNTY 28 - GREENE	TP R	PL YR 24	PLATE TR895KSS	PL TP GP	WEIGHT 12	PR YR 23	LS N	TYPE GP	PRIOR YR PL TR895KSS
EXPIRATION DATE 02/28/25	MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 17	MAKE SDG	MODEL 8.5	VEHICLE IDENTIFICATION NUMBER 4S9E1EH6HW364622			TYPE TR	COLOR MAR		
CURRENT YEAR TAX	EX TAX 24.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 24.00	CO. WHEEL/SUR 10.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 72.00	ADMIN FEE 0.00	TOTAL 106.00				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 12,000													



**BIG DS BBQ LLC**



**13198 E EDWARDS RD  
SOLSBERRY IN 47459-8351**

0101

Legal Address  
13198 E EDWARDS RD  
SOLSBERRY IN 47459-8351



000.00.000

### INSTRUCTIONS FOR APPLYING PLATE DECALS

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

HILLENBURG, DONALD AUSTIN JR

IN Driving Record

**Driver Record Information**

Drivers Name: HILLENBURG, DONALD AUSTIN JR  
 Type: NON COMMERCIAL  
 Class: D - ANY TYPE NON COMMERCIAL VEH  
 Commercial License:  
 Personal License: VALID  
 Issue Date: 08/22/2024  
 Expiration Date: 11/10/2030  
 Drivers License: 8941403672  
 State: IN  
 Date of Birth: 11/10/1971  
 Endorsements: NONE

GENDER: M HEIGHT: 508 WEIGHT: 230 EYES: BLUE HAIR: BROWN  
 \*\*\*\*\* LICENSE(S) DATA \*\*\*\*\*

LICENSE NUMBER: 8941403672

(1) LICENSE TYPE: NON COMMERCIAL  
 STATE CLASS CODE: D  
 LICENSE CLASS: ANY TYPE NON COMMERCIAL VEH  
 STATUS: VALID  
 ISSUE DATE: 08/22/2024  
 EXPIRATION DATE: 11/10/2030  
 RESTRICTIONS: CORRECTIVE LENSES  
 ENDORSEMENTS: NONE

STATE MESSAGE(S):

PREVIOUS ADDRESS: 06/08/2018 2590 W ARCHER LN BLOOMINGTON IN 47403-4219  
 PREVIOUS ADDRESS: 10/18/2011 2590 W ARCHER LN BLOOMINGTON IN 47403-4219  
 PREVIOUS ADDRESS: 10/18/2011 2590 W ARCHER LN BLOOMINGTON IN 47403-4219  
 PREVIOUS ADDRESS: 03/29/2011 2590 W ARCHER LN BLOOMINGTON IN 47403-4219  
 PREVIOUS ADDRESS: 11/27/2010 2590 W ARCHER LN BLOOMINGTON IN 47403-4219  
 PREVIOUS ADDRESS: 08/10/2006 2590 W ARCHER LN BLOOMINGTON IN 47403-4219  
 PREVIOUS ADDRESS: 01/18/2001 547 MAGNOLIA COURT BLOOMINGTON IN 47403

ALERT: REQUESTED FIRST NAME (DONNIE) DID NOT MATCH.

REINSTATEMENT FEE: \$0.00

NO INSURANCE FEE: \$0.00

EXPIRATION DATES IN THIS DOCUMENT MAY HAVE BEEN EXTENDED PURSUANT TO EXECUTIVE, OR LEGISLATIVE ACTION OF THE ISSUING JURISDICTION RELATED TO COVID-19., PLEASE CONSULT WITH THE JURISDICTION FOR FURTHER DETAILS.

\*\*\*\*\* POINTS \*\*\*\*\*

CURRENT POINTS: 0

\*\*\*\*\* DRIVING HISTORY \*\*\*\*\*

NO ENTRIES FOUND FOR THIS PERSON.

CLEAR DRIVING HISTORY AND RECORD.

OTHER INFORMATION:

- (1) DATE: 12/21/2018  
 DATE2: 08/22/2024  
 DESCRIPTION: PERSONAL  
 SUB TYPE: HISTORICAL LICENSE  
 RS: CORRECTIVE LENSES  
 STATE CODE: EXPIRED (RENEW LICENSE)  
 CLASS: OPERATOR
- (2) DATE: 11/09/2012  
 DATE2: 11/10/2018  
 DESCRIPTION: PERSONAL  
 SUB TYPE: HISTORICAL LICENSE  
 RS: CORRECTIVE LENSES  
 STATE CODE: EXPIRED (RENEW LICENSE)  
 CLASS: OPERATOR
- (3) DATE: 10/18/2011  
 DATE2: 11/10/2012  
 DESCRIPTION: PERSONAL  
 SUB TYPE: HISTORICAL LICENSE  
 RS: CORRECTIVE LENSES  
 STATE CODE: EXPIRED (AMEND LICENSE)  
 CLASS: OPERATOR
- (4) DATE: 12/12/2008  
 DATE2: 11/10/2012  
 DESCRIPTION: PERSONAL

SUB TYPE: HISTORICAL LICENSE  
RS: CORRECTIVE LENSES  
STATE CODE: EXPIRED (RENEW LICENSE)  
CLASS: OPERATOR (4 YEARS)  
(5) DATE: 08/10/2006  
DATE2: 11/10/2008  
DESCRIPTION: PERSONAL  
SUB TYPE: HISTORICAL LICENSE  
RS: CORRECTIVE LENSES  
STATE CODE: EXPIRED (AMEND LICENSE)  
CLASS: OPERATOR  
(6) DATE: 07/22/2004  
DATE2: 11/10/2008  
DESCRIPTION: PERSONAL  
SUB TYPE: HISTORICAL LICENSE  
RS: CORRECTIVE LENSES  
STATE CODE: EXPIRED (RENEW LICENSE)  
CLASS: OPERATOR  
(7) DATE: 01/18/2001  
DATE2: 11/10/2004  
DESCRIPTION: PERSONAL  
SUB TYPE: HISTORICAL LICENSE  
RS: CORRECTIVE LENSES  
STATE CODE: EXPIRED (RENEW LICENSE)  
CLASS: OPERATOR  
(8) DATE: 12/03/1996  
DATE2: 11/30/2000  
DESCRIPTION: PERSONAL  
SUB TYPE: HISTORICAL LICENSE  
RS: CORRECTIVE LENSES  
STATE CODE: EXPIRED (RENEW LICENSE)  
CLASS: OPERATOR

PERMIT(S):

- (1) ISSUE DATE: 05/13/2004  
DESCRIPTION: MOTORCYCLE PERMIT  
PERMIT CLASS: MOTORCYCLE LEARNER'S PERMIT  
PERMIT STATUS: EXPIRED (RENEW MC PERMIT)  
PERMIT RESTRICTIONS:  
(2) ISSUE DATE: 05/23/2003  
DESCRIPTION: MOTORCYCLE PERMIT  
PERMIT CLASS: MOTORCYCLE LEARNER'S PERMIT  
PERMIT STATUS: EXPIRED (RENEW MC PERMIT)  
PERMIT RESTRICTIONS:

**Disclaimer Information**

The federal Fair Credit Reporting Act imposes criminal penalties-including a fine, up to two years in prison, or both against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such information without a permissible purpose.

**End of Record**

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elliot Auto  
 INSPECTOR'S NAME Wm Elliott INSPECTOR'S PHONE # 812-369-9056  
 DATE OF INSPECTION May 2 2023  
 TAXICAB COMPANY \_\_\_\_\_  
 VEHICLE YEAR 2017 MAKE Sub MODEL Smoker/Trailer  
 VIN H59ES15H6HW364622

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

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

City of Bloomington  
 Department of Economic and Sustainable Development  
 401 N. Morton St.  
 Bloomington, Indiana 47404  
 812-340-3410

H-2  
Blow  
A-2

<b>Loaded</b> Sauce Sour Cream Jalapenos Salsa Onions	<b>Loaded</b> Cheese Sauce Sour Cream Jalapenos Salsa Onions	<b>Mac</b> Baked Beans Che Fries Che Nachos	<b>Sandwiches</b> P Pork P Chicken Brisket	<b>Loaded</b> Cheese Sauce Sour Cream Jalapenos Salsa Onions	<b>Sandwiches</b> P Pork
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Additional Comments by Inspector: \_\_\_\_\_  
\_\_\_\_\_  
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Inspector Signature John Abbott

Date: May 2 2023

**Attach this completed Inspection Sheet with your permit or renewal application and remit to:  
City of Bloomington**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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).

<b>PRODUCER</b> Choice Insurance Agency, Inc. 1189 A St NE Linton IN 47441		<b>CONTACT NAME:</b> Amy Bedwell <b>PHONE (A/C, No, Ext):</b> (812) 847-3237 <b>FAX (A/C, No):</b> (812) 847-3277 <b>E-MAIL ADDRESS:</b> Amyb@thechoiceins.com	
<b>INSURED</b> BIG D'S BBQ LLC ATTN: DONNIE HILLENBURG 13198 E EDWARDS RD SOLSBERRY IN 47459-8351		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ERIE INS EXCH	<b>NAIC #</b> 26271
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Q44-0950796	08/09/2024	08/09/2025	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Q08-0930901	08/09/2024	08/09/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$ 250,000	
						BODILY INJURY (Per accident)	\$ 500,000	
						PROPERTY DAMAGE (Per accident)	\$ 100,000	
							\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE	\$
	DED					RETENTION \$	AGGREGATE	\$
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> Y / <input type="checkbox"/> N	PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	

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

ULRH (07/16) ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

Certificate Holder is included as additional insured as required by contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Bloomington PO Box 100 Bloomington IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Amy Bedwell

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**Kerry Thomson**  
**Mayor**  
**CITY OF BLOOMINGTON**  
401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

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

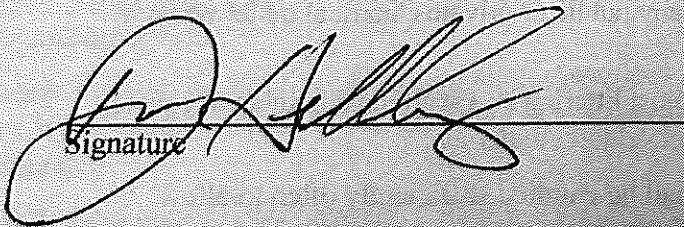
**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Don Hillenburg  
Name, Printed

  
Signature

8/8/24  
Date Release Signed

**BUSINESS INFORMATION**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
06/06/2024 02:25 PM

**Business Details**

Business Name: **BIG D'S BBQ LLC** Business ID: **201906271331287**  
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**  
Creation Date: **06/27/2019** Inactive Date:  
Principal Office Address: **13198 east Edwards road, Solsberry, IN,  
47459, USA** Expiration Date: **Perpetual**  
Jurisdiction of Formation: **Indiana** Business Entity Report Due  
Date: **06/30/2025**  
Years Due:

**Governing Person Information**

Title	Name	Address
Member	Donald Austin Hillenburg JR.	13198 east Edwards road, Solsberry, IN, 47459, USA

**Registered Agent Information**

Type: **Business**  
Name: **RJ'S ACCOUNTING LLC**  
Address: **5015 West State Road 46, Suite B, Bloomington, IN, 47404, USA**



State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
BIG D'S BBQ LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, June 27, 2019.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 27, 2019.

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201906271331287 / 8309547

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

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 06-28-2019

Employer Identification Number:  
84-2254801

Form: SS-4

Number of this notice: CP 575 G

**BIG DS BBQ LLC**  
DONALD AUSTIN HILLENBURG JR SOLE MB  
13198 E EDWARDS RD  
SOLSBERY, IN 47459

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

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

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2254801. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

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

Thank you for your cooperation.

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

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

**Vendor:**

Name: Don Hillenburg

Signature: Don Hillenburg

Date: 08/08/2024

*Prohibited  
Location  
Agreement*



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

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

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

**Vendor:**

Name:

Ann Hillenburg

Signature:

[Handwritten Signature]

Date:

8/8/24

*standards  
of conduct*



# City of Bloomington Fire Department

PO Box 100  
Bloomington Indiana 47402  
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
09/10/2024	Chuck Edward Cohenour	09/10/2025	BFD-2024-0002616

Business Name	Address	City	State	Zip
Big D s BBQ	271 E SMITHVILLE RD	BLOOMINGTON	IN	47401

Suite  
--

### Fire Inspection Results

No fire code violations found.

Thank You

On 09/10/2024 the Big D s BBQ was inspected by Bloomington Fire Department and no deficiencies were found.

### Inspection Signatures

Occupancy Contact Signature

A handwritten signature in black ink, appearing to read "Don Hillenburg".

---

Donald Hillenburg  
Business Owner  
812-606-9281  
dhillenburg01@gmail.com

Inspector Signature

A handwritten signature in black ink, appearing to read "CEC III".

---

Chuck Edward Cohenour  
Deputy Fire Marshal  
812-369-2201  
charles.cohenour@bloomington.in.gov



# CERTIFICATE

of

COMPLETION

**Donald Hillenburg**

has successfully passed the exam required to meet the standard set forth for the

**Food Protection Manager**

which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP)

Certificate Number : 3729488

Completed Date : 2024-6-5

Expired Date : 2029-6-5

Learner reference : 260350

Proctor Name : Richard Higgins

Exam Form Number : 83

Exam Location : Bloomington, IN



The Always Food Safe Company  
899 Montreal Circle, St. Paul, 55102  
[www.alwaysfoodsafecompany.com](http://www.alwaysfoodsafecompany.com)



Nick Eastwood  
President  
The Always Food Safe Company

A handwritten signature in black ink, appearing to read 'Nick Eastwood', is written over the printed name and title.

# Retail Food Service Establishment License

## Monroe County Health Department

This is to certify that:


Big D's BBQ #3  
Don Hillenburg  
1002. W Popcorn Rd  
Harrodsburg, IN 47434

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:  
3/4/2024

**2024**

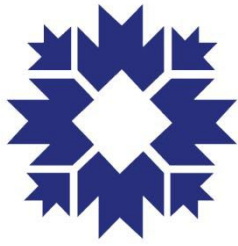
By   
Monroe County Health Officer

NON-NEGOTIABLE AND NOT TRANSFERABLE PERMIT EXPIRES FEBRUARY 28th, 2025









**CITY OF  
BLOOMINGTON**  
ECONOMIC AND SUSTAINABLE DEVELOPMENT

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**Project/Event:** Mobile Vendor in Right of Way  
**PW Resolution No:** 2024-066  
**Petitioner/Representative:** Kevin Glenn, Owner of Wild Nature Project dba  
The Crêpe Outdoors  
**Staff Representative:** Susan Coates  
**Meeting Date:** 09/24/2024

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**Wild Nature Project dba The Crêpe Outdoors**, by its owner, Kevin Glenn, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

**RESOLUTION 2024-066**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**Mobile Vendor in Public Right of Way**  
**Wild Nature Project dba The Crêpe Outdoors**

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, Wild Nature Project dba The Crêpe Outdoors (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 9/26/2024, and ending on 9/26/2025.

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

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

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

**RESOLUTION 2024-066**

- 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 24th DAY OF SEPTEMBER, 2024.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

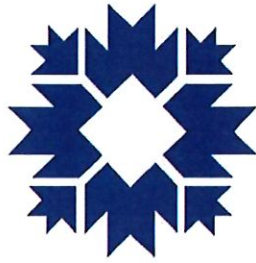
\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-066 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Kevin Glenn

Date: \_\_\_\_\_



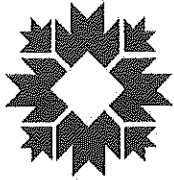
# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

<b>Business Name</b>	Wild Nature Project dba The Crêpe Outdoors
<b>License Type</b>	Mobile Vendor License
<b>Contact</b>	Kevin Glenn
<b>Phone</b>	812-361-3471
<b>Email</b>	kevin@wildnatureproject.com
<b>BPW Resolution No (if applicable)</b>	2024-066
<b>Issue Date of License</b>	9/26/2024
<b>Expiration Date of License</b>	9/26/2024
<b>Scanned?</b>	<input checked="" type="checkbox"/>
<b>Renewal Date for License</b>	9/26/2024
<b>Department Head</b>	Jane Kupersmith
<b>Record Destruction Date</b>	9/26/2027
<b>ESD Tracking No</b>	N/A
<b>Document Physical Filing Location</b>	2-drawer file cabinet at ESD Admin's desk
<b>Document Digital Filing Location</b>	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Res. 74-066.



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of License: 1 Year - \$350

### 2. Applicant Information

Name:	Kevin Glenn		
Title/Position:	Owner		
Date of Birth:	2/16/1980		
Address:	3290 E Bethel Ln		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	kevin@wildnatureproject.com		
Phone Number:	812-361-3471	Mobile Phone:	same

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

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

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

#### 4. Company Information

Name of Employer:	Wild Nature Project dba The Crêpe Outdoors				
Address of Employer:	3290 E Bethel Ln				
City, State, Zip:	Bloomington, IN 47408				
Employment Start Date:	9/20/24	End Date (If known):			
Phone Number:	812-361-3471				
Website / Email:	kevin@wildnatureproject.com				
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

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

Name	Address
Kevin Glenn	3290 E Bethel Ln Bloomington, IN 47408

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

Date of incorporation or organization:	January 2021
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**

Sweet & savory french street crêpes with batter made from scratch. Frozen treats, macarons, and drinks will also be served. During hot months we will have house-made cold brew coffee and lemonade. During cold months we will have hot brewed coffee

Planned hours of operation:

**3-4 days per week for 4-8 hours per day.**

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

**Food Truck Friday, Food Truck Wednesday, park downtown on Kirkwood or nearby, IU Football tailgating events in coordination with IU, Karst Farm Park soccer events in coordination with the county parks and rec**

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 Indiana registration for the vehicle
- Copy of a valid driver's license
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
- 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 (Included with application)
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer ID number **FEIN: 46-4966620**
- A signed copy of the Prohibited Location Agreement (included with application)
- A signed copy of the Standards of Conduct Agreement (included with application)
- Fire inspection (if required) **N/A PER BFD.**
- 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 License.

**For City Of Bloomington Use Only**

<b>Received in ESD</b>		Date Approved:	Approved By:
Date Received:	Received By:		
SEP 12 2024			





State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2017

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 12	ISSUE DATE 09/06/2024	PUR DATE 08/16/2024	COUNTY 53 - MONROE		TP N	PL YR 24	PLATE 918E140	PL TP HT	WEIGHT 11	PR YR	LS N	TYPE	PRIOR YR PL	
EXPIRATION DATE 5/7/2025		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2012	MAKE FOR	MODEL F15	VEHICLE IDENTIFICATION NUMBER 1FTFW1ET0CFC64306			TYPE TK	COLOR SIL/			
CURRENT YEAR TAX	VEH EX TAX 22.50	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 22.50	CO. WHEEL/EX TAX 18.75	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 40.00	TOTAL 126.60						
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00						
REGISTRATION LICENSE TYPE ENVIRONMENTAL HIGH DIGIT TRUCK 11,000															

**KEVIN SCOTT GLENN**  
3290 E BETHEL LN  
BLOOMINGTON, IN 47408-9565

C  
OH

**IMPORTANT REGISTRATION INFORMATION**

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



State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2017

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY		TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL	
		08/22/24	08/17/24	53 - MONROE		N	25	TR710MKL	GP	9		N			
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR			
01/31/26		NONE OF THE ABOVE			18	CAR	7X1	4YMBC1622JM010003			TR	WHU/			
CURRENT YEAR TAX	EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 25.35	ADMIN FEE 0.00	TOTAL 73.35						
PRIOR YEAR TAX	EX TAX 4.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 4.00	CO. WHEEL/SUR 20.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 24.00						
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000															



Legal Address  
3290 E BETHEL LN  
BLOOMINGTON IN 47408-9565

**WILD NATURE PROJECT / K GLENN**  
3290 E BETHEL LN  
BLOOMINGTON IN 47408-9565



0101



882:24:49

**Kerry Thomson**  
**Mayor**  
**CITY OF BLOOMINGTON**  
401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

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

### **Standard of Conduct Agreement**

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

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

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

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

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

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

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

**Vendor:**

Name: Kevin Glenn

Signature: Kevin Glenn

Date: 9/12/2024

**Kerry Thomson**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

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

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

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

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

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

**Vendor:**

Name: Kevin Glenn

Signature: Kevin Glenn

Date: 9/12/2024

**Kerry Thomson**  
**Mayor**  
**CITY OF BLOOMINGTON**  
401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

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

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

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

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

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

Kevin Glenn  
Name, Printed

Kevin Glenn  
Signature

9/12/2024  
Date Release Signed



CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Oliver & Co LLC  
INSPECTOR'S NAME Adam Oliver INSPECTOR'S PHONE # 812-325-7145  
DATE OF INSPECTION 9/11/2024  
NAME OF VENDOR The Crepe Outdoors  
VEHICLE YEAR 2012 MAKE Ford MODEL F150  
VIN 1FTFW1ETOCFC64306

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

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

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



CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION O'Dover + Co LLC  
INSPECTOR'S NAME Adam Oliver INSPECTOR'S PHONE # 812-325-7145  
DATE OF INSPECTION 9/11/2024  
NAME OF VENDOR The Crepe Outdoors  
VEHICLE YEAR 2018 MAKE Porter MODEL Trailer  
VIN 4YMBC1622JM010003

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

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

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





# REGISTERED RETAIL MERCHANT CERTIFICATE

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

WILD NATURE PROJECT  
3290 E BETHEL LN  
BLOOMINGTON IN 47408-9565

FEIN 46-4966620  
LOC ID 0161174280-001  
ISSUED September 05, 2024  
EXPIRES May 31, 2026

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

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



WILD NATURE PROJECT LLC THE  
3290 E BETHEL LN  
BLOOMINGTON IN 47408-9565

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

020200000000955881F3020000000201

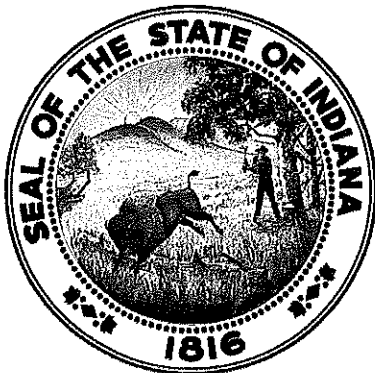
**State of Indiana**  
**Office of the Secretary of State**  
Certificate of Assumed Business Name  
of  
**THE WILD NATURE PROJECT, LLC**

I, DIEGO MORALES, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Domestic Limited Liability Company has 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 Code.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

**THE CREPE OUTDOORS**

NOW, THEREFORE, with this document I certify that said transaction will become effective **Thursday, August 29, 2024.**



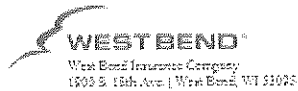
In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 29, 2024.

*Diego Morales*

DIEGO MORALES  
SECRETARY OF STATE

2013100100075 / 10468547

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



New Business - Quote Proposal

**Business Auto Coverage Declarations**

Customer Number: 1000617508  
 Policy Number: 6800699 00

Policy Period: 08/28/2024 to 08/28/2025  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:  
 Wild Nature Project, Inc  
 3290 E Bethel Ln  
 Bloomington, IN 47408

Agency Name and Address: 13830  
 SHINE INSURANCE AGENCY LLC  
 PO BOX 5187  
 BLOOMINGTON, IN 47407  
 812-678-6779

Form of Business:  
 Corporation

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

**ITEM TWO: Schedule Of Coverages And Covered Autos**

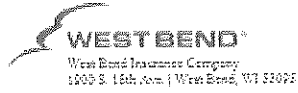
This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit Or Deductible	Premium
Covered Autos Liability	7, 8, 9	\$1,000,000 Each Accident	\$945
Auto Medical Payments	7	\$5,000 Each Insured	\$11
Uninsured Motorist	7	Separately Stated in Each State Specific Endorsement	\$14
Underinsured Motorist	7	Separately Stated in Each State Specific Endorsement	\$45
Physical Damage Comprehensive Coverage	7	See ITEM THREE For Deductible For Each Covered Auto. See ITEM FOUR For Hired OR Borrowed Autos.	\$141
Physical Damage Collision Coverage	7	See ITEM THREE For Deductible For Each Covered Auto. See ITEM FOUR For Hired OR Borrowed Autos.	\$169

Endorsements and Miscellaneous Premiums (See Endorsement and Miscellaneous Schedule): \$150

Total Commercial Auto Premium: \$1,469





New Business - Quote Proposal

**Commercial General Liability Coverage Declarations**

Customer Number: 1000617509  
Policy Number: 6800589 00

Policy Period: 08/28/2024 to 08/28/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:  
Wild Nature Project, Inc  
3290 E Bethel Ln  
Bloomington, IN 47408-9555

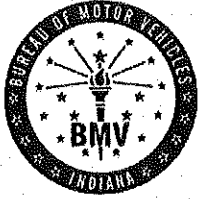
Agency Name and Address: 13E30  
SHINE INSURANCE AGENCY LLC  
PO BOX 5187  
BLOOMINGTON, IN 47407  
812-575-8779

Insured is a(n) Corporation

**Limits of Insurance**

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.



# STATE OF INDIANA

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Eric J. Holcomb, Governor

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

## Certification of Driver's Record

For: KEVIN SCOTT GLENN  
DOB: 02/16/1980  
STATUS: VALID as of 09/12/2024  
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 12th of September, 2024.

---

Rebekah Erwin, Director of Driver Records





# STATE OF INDIANA

Eric J. Holcomb, Governor

## BUREAU OF MOTOR VEHICLES

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

Joe B. Hoage, Commissioner

### Indiana Official Driver Record

As of 09/12/2024 3:38 pm

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

KEVIN SCOTT GLENN  
3290 E BETHEL LN  
BLOOMINGTON, IN 47408-9565

License number: 0130-41-8991  
License type: DRIVERS  
License expires: 02/16/2028  
License status: VALID  
SR22: Not needed

Birth date: 02/16/1980    Gender: MALE    Current points: 0  
Social Security #:

**Physical Description:** Height: 6'0"    Weight: 170lbs    Hair color: BROWN    Eye color: BLUE    Donor: T

**Endorsements:** FOR HIRE - NON-CMV ONLY

**Pending Endorsements:** None

**Restrictions:** None

**Pending Restrictions:** None

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

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
3	Suspension	FAILURE TO APPEAR CASE 53C0913111F008965 MONROE CIRCUIT # 9 Phone: (812) 349-2602 Offense: NON-POINTABLE VIOLATION	12/17/2013	12/26/2013	12/17/2013	03	

**Pending Suspension Information**  
No Pending Suspensions were found.

**Disqualification Information -- (\* indicates active disqualifications)**  
No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

**Convictions -- (\* indicates active points)**

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
12/26/2013	0	NON-POINTABLE VIOLATION	11/07/2013	MONROE CIRCUIT # 9 / 53C0913111F008965			No	No
12/07/1998	4	DISREGARD TRAFFIC SIGNAL	11/03/1998	MONROE CIRCUIT #5 / 53C0598111F07425			No	No
06/25/1997	0	SEAT BELT VIOLATION	06/04/1997	MONROE CIRCUIT #6 / 53C0697061F03175			No	No
02/03/1997	6	DISREGARDING STOP SIGN	01/01/1997	MONROE CIRCUIT #1 / 53C0197011F00225			No	No

**Mailing Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
8	06/13/2018	3290 E BETHEL LN	BLOOMINGTON	IN	47408-9565
7	09/05/2017	3290 E BETHEL LN	BLOOMINGTON	IN	47408-9565
5	07/17/2014	3290 E BETHEL LN	BLOOMINGTON	IN	47408-9565
3	05/04/2013	3290 E BETHEL LN	BLOOMINGTON	IN	47408-9565

**Legal Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
8	06/13/2018	3290 E BETHEL LN	BLOOMINGTON	IN	47408-9565
6	09/05/2017	2815 S DALE CT	BLOOMINGTON	IN	47401-2414

Driver number: 0130-41-8991 KEVIN SCOTT GLENN

DOB: 02/16/1980

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4	05/04/2013	2815 S DALE CT	BLOOMINGTON	IN	47401-2414
.....					
2	05/04/2013	2815 S DALE CT	BLOOMINGTON	IN	47401-2414
.....					
1	06/18/2001	2815 DALE COURT	BLOOMINGTON	IN	47401
.....					

---

**Credential Issuance**

Interim Credential Issue Date: 5/22/2021, Expiration Date: 6/21/2021, Reason: RENEWAL DL W/O CARD, IN-STATE,  
Control #: 18195190

Issue Date: 05/22/2021, Renew License, DRIVERS, Endorsements: 2, Restrictions: None, Expiration Date: 02/16/2028

Interim Credential Issue Date: 6/13/2018, Expiration Date: 7/13/2018, Reason: AMEND DL W/O CARD, IN-STATE,  
Control #: 12507894

Issue Date: 06/13/2018, Amend License, DRIVERS, Endorsements: 2, Restrictions: None, Expiration Date: 02/16/2021

Interim Credential Issue Date: 3/13/2015, Expiration Date: 4/12/2015, Reason: RENEWAL DL W/O CARD, IN-STATE,  
Control #: 7010628

Issue Date: 03/13/2015, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:  
02/16/2021

Issue Date: 03/12/2009, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:  
02/16/2015

Issue Date: 03/31/2005, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:  
02/16/2009

Issue Date: 06/18/2001, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:  
02/16/2005

Issue Date: 03/21/2001, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:  
02/16/2005

Issue Date: 05/31/1996, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:  
02/28/2001

Issue Date: 04/11/1995, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration  
Date: 05/31/1996

**Remarks**

No Remarks were found.

\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*

# How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

## Personal Information

- \* First, middle, last name, suffix (if included)
- \* Street address  
Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- \* Birth date & Gender

## Driver's License Information

- \* License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- \* License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- \* License expires - end date of the license validity period
- \* License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at [www.myBMV.com](http://www.myBMV.com) or by calling (888) 692-6841
- \* SR22 Requirement: Date until which the driver must maintain SR22 insurance.
- \* Forbearance: Date until which the driver must remain forbearance eligible in order to have reinstatement fees waived.
- \* Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- \* Social Security Number - unique identifier assigned by the Social Security Administration (this information is provided only if requestor is authorized to receive)

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<u>DRIVER'S LICENSE ("DL") STATUS</u>	<u>DESCRIPTION</u>
CANCELLED	Driving record has been cancelled by the BMV
CONDITIONAL	Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges.)
FRAUDULENT	Driving privileges are invalid; license was obtained fraudulently
HABITUAL TRAFFIC VIOLATOR	Driving privileges are suspended as a habitual traffic violator
HABITUAL TRAFFIC VIOLATOR - LIFE	Driving privileges are forfeited for life as a habitual traffic violator
INVALID - REVOKED	Driver has no driving privileges (e.g., this status may represent: a minor who has had an individual sign the minor's license or permit application and then later requests to be relieved from liability; or a previously licensed driver whose Social Security number is not verified with the Social Security Administration)
SUSPENDED - INFRACTION	Driving privileges are suspended
SUSPENDED - MISDEMEANOR	Driving privileges are suspended
SUSPENDED - PRIOR	Driving privileges are suspended, and driver has been convicted of Driving While Suspended within the previous 10 years
UNLICENSED	Driver has a record with the BMV, but has not been licensed in Indiana
VALID	Driver has, or is eligible to apply for, full driving privileges
BMV PROBATION	This may appear alone or in combination with any other DL status; Driver has been placed on an administrative probation by the BMV

**COMMERCIAL DRIVER'S  
LICENSE ("CDL") STATUS****DESCRIPTION**

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DISQUALIFIED	Commercial driving privileges are disqualified
NONE	Driver has no privileges to operate a commercial motor vehicle
PENDING TRANSFER	Driver has commercial driving privileges, which are being transferred to a new state of record
RETEST	Commercial driving privileges are eligible pending a required retest
TRANSFERRED	Commercial driving privileges have been transferred to a new state of record
VALID	Driver has, or is eligible to apply for, privileges to operate a commercial motor vehicle within the specified class
VOLUNTARY SURRENDER	Driver has no privileges to operate a commercial motor vehicle because driver has voluntarily surrendered commercial driving privileges

---

**Physical Description**

Includes height, weight, hair color, eye color and organ donor information (This information is provided only if requestor is authorized to receive).

**Endorsements & Restrictions**

Includes endorsements and restrictions placed on an individual's driving privileges. A listing of restrictions can be found at [www.myBMV.com](http://www.myBMV.com).

**Pending Endorsements & Restrictions**

Endorsements and restrictions that apply to the current driving privileges, but are not yet displayed on the credential. A listing of restrictions can be found at [www.myBMV.com](http://www.myBMV.com).

**Commercial Driver's License (CDL) & Commercial Learner's Permit (CLP) Information**

This section displays license/learner permit status, expiration date, license class, endorsements and restrictions. A listing of endorsements and restrictions can be found at [www.myBMV.com](http://www.myBMV.com).

**Commercial Driver's License Information System (CDLIS) Status**

This section will display the commercial driving privilege status that is reported for the individual to CDLIS. The following are the listed status "LIC" - licensed for commercial driving privileges, "ELG", eligible for commercial driving privileges, "NOT" - not eligible for commercial driving privileges, RPD - reported deceased.



**CDL Self-Certification Status**

This section will display the type of self-certification the individual selected:

- \* Interstate, Non-excepted - The individual certified that he/she operates or expects to operate in interstate commerce, is both subject to and meets the qualification requirements under 49 CFR 391, and is required to obtain a medical examiner's certificate under 49 CFR 391.45.
- \* Interstate, Excepted - The individual certified that he/she operates or expects to operate in interstate commerce, but engages exclusively in transportation or operations excepted under 49 CFR 390.3(f), 391.2, 391.68, or 391.3 from all or parts of the qualifications requirements of 49 CFR part 391, and is therefore not required to obtain a medical examiner's certificate under 49 CFR 391.45.
- \* Intrastate, Non-Excepted - The individual certified that he/she operates only in intrastate commerce and therefore is subject to driver qualification requirements.
- \* Intrastate, Excepted - The individual certified that he/she operates in intrastate commerce, but engages exclusively in transportation or operations excepted from all or parts of the driver qualification requirements.

**Medical Certificate Status**

This section will display the status of the current medical examiner's certificate on file with the Bureau of Motor Vehicles

- \* Certified - All required information has been received and the form is valid
- \* Not Certified - All required information has not been received or the form is invalid

**Medical Examiner's Certificate Information**

This section displays the information from the Medical Examiner's Report for Commercial Driver Fitness Determination, Medical Examiner's Certificate and the Federal Motor Carrier Safety Administration (FMCSA) Medical Exemption(s), if applicable.

**Medical Certificate Issue Date**

This section lists the issuance date of the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Certificate Expiration Date**

This section displays the expiration date of the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Certificate Restriction Code**

This section will display Medical Certificate Restrictions.

**Medical Examiner's Name**

This section displays the medical examiner's name that completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Examiner's Phone Number**

This section displays the phone number of the medical examiner who completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Examiner's Specialty Code**

This section will display the specialty of the medical examiner who completed the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Examiner's Jurisdiction**

This section displays the issuing State of the medical examiner's license or certificate listed on the current Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Examiner's Jurisdiction License Number**

This section displays the medical examiner's license or certificate number issued by the State listed on the current CDL Medical Examiner's Certificate on file with the Bureau of Motor Vehicles.

**Medical Examiner's FMCSA National Registry Number**

This section displays the national registry number that was assigned by FMCSA to the medical examiner that completed the Medical Examiner's Certificate currently on file with the Bureau of Motor Vehicles.

**FMCSA Medical Exemption Effective Date**

This section displays the effective date of the FMCSA issued medical exemption.

**FMCSA Medical Exemption Expiration Date**

This section displays the expiration date of the FMCSA issued medical exemption.

**FMCSA Skills Performance Evaluation Effective Date:**

This section displays the effective date of the FMCSA issued skills performance evaluation.

**FMCSA Skills Performance Evaluation Expiration Date:**

This section displays the expiration date of the FMCSA issued skills performance evaluation.

**Reinstatement Requirements**

Included in this section are reinstatement requirements, if applicable, for reinstatement of driving privileges. This section summarizes information contained within the respective sections of the Official Driver Record to assist customers with determining BMV and court requirements for reinstatement of driving privileges, or the ability to apply for driving privileges. This section identifies:

- \* when the individual is eligible for reinstatement;
- \* pending or active BMV suspension information for failure to provide proof of financial responsibility (insurance);
- \* if current proof of financial responsibility (SR50) or proof of future financial responsibility (SR22) is needed (and the date when the requirement for proof of future financial responsibility expires) to be submitted electronically directly from your insurance provider;
- \* the total insurance/reinstatement fees due, which must be paid by visiting [www.myBMV.com](http://www.myBMV.com), by phone at (888) 692-6841, or by mail;
- \* a listing of pending, active, or stayed BMV suspensions;
- \* a listing of pending, active or stayed court ordered suspensions.

In addition to the above requirements, applicants may be required to successfully pass a knowledge or skills test.

**Insurance Requirements**

If proof of future financial responsibility (SR22) is required to reinstate and/or maintain driving privileges, then the date until which you are required to carry SR22 will be listed here. Failure to maintain an effective SR22 policy during the 180-day, three year or five year requirement will result in an additional, indefinite suspension of driving privileges until such time as an effective SR22 policy is processed by the Bureau and maintained for the required period or the filing period has expired, whichever is earlier.

**Suspension Information**

This section lists all suspensions that have been served, are currently effective or are stayed for the given individual. An asterisk (\*) next to the suspension description denotes active suspensions. A double asterisk (\*\*) next to the suspension description denotes stayed suspensions.

The suspension information includes a unique suspension identifier ("Susp ID"), type of action ("Type"), description of the suspension ("Suspension Reason") including the case number, court and court phone number associated with the suspension, the date the suspension started ("Suspension Effective Date"), the date the suspension ends or ended ("Suspension Expiration Date"), the date the suspension notice was mailed to the individual ("Mail Date"), the unique address to which the suspension notice was mailed ("Address ID"), and any fees associated with that suspension which may be due to the BMV ("Fee Due"). Any outstanding reinstatement requirements are bolded in this section, such as future expiration dates and associated reinstatement/insurance fees. Note: Suspensions with an expiration date of "Indefinite" denote suspensions which require reinstatement notification from the associated court or are life-long suspensions, unless stayed.

**Common suspensions include:**

**Failure to File Insurance - Bureau:** This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following a conviction for a traffic offense. If there was financial responsibility in effect at the time of the citation, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and citation date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day (for suspensions beginning before December 31, 2021), or indefinite suspension (for suspensions beginning on/after December 31, 2021). A suspension beginning prior to January 1, 2015, a \$150, \$225 or \$300 fee is assessed. A suspension beginning on or after January 1, 2015, a \$250, \$500, or \$1000 is assessed. Driver is required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges (for suspensions beginning before December 31, 2021), or 180 continuous days (for suspensions beginning on/after December 31, 2021). If the driver can provide proof of financial responsibility (COC) for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

**No Insurance Accident:** This suspension is for failure to provide proof of financial responsibility (insurance) to the BMV following an accident. If financial responsibility was in effect at time of the accident, the vehicle owner's or driver's insurance provider must electronically send proof of financial responsibility on behalf of the driver to the BMV for the vehicle and accident date in question. If the driver cannot provide proof of financial responsibility for the date and vehicle requested by the BMV, the driver will be subject to a 90-day (for suspensions beginning before December 31, 2021), or indefinite suspension (for suspensions beginning on/after December 31, 2021). A suspension beginning prior to January 1, 2015, a \$150, \$225 or \$300 fee is assessed. A suspension beginning on or after January 1, 2015, a \$250, \$500, or \$1000 fee is assessed. Driver is required to submit proof of future financial responsibility (SR22) for three years or five years after the suspension ends prior to reinstatement of driving privileges (for suspensions beginning before December 31, 2021), or 180 continuous days (for suspensions beginning on/after December 31, 2021). If the driver can provide proof of financial responsibility (COC) for the date and vehicle requested by the BMV, the suspension and fee will be removed from the driver record.

**Note:** A driver convicted by a court of operating a motor vehicle without financial responsibility cannot end the suspension by submitting proof of financial responsibility (insurance) to the BMV.

**Failure to Appear for Driver Safety Program (DSP)** - In accordance with Indiana law, the BMV requires a driver who commits two or more traffic offenses resulting in convictions within a 12-month period to complete a BMV-approved DSP. Drivers who are under 21 years of age are required to complete a DSP if, within a 12-month period, they are convicted of two or more traffic offenses, involved in two or more accidents, or a combination of the two. Failure to complete the course within the specified time period will result in the suspension of the individual's driving privileges. The suspension remains effective ("Indefinite") until the BMV is notified of successful completion of a BMV-approved DSP. Once results are received indicating successful completion of a BMV-approved DSP, a four point credit will be applied to the driver record, reducing the total by four points. However, only one four point credit is allowed per three year period although completion of an

additional DSP may be required by the BMV. For a listing and phone numbers of BMV-approved DSP providers, call (888) 692-6841 or visit [www.myBMV.com](http://www.myBMV.com).

**Failure to Pay** - A court instructed the BMV to suspend the driving privileges because the driver failed to pay court costs/ fines related to a traffic violation. Beginning on 12/31/2021 all Failure to Pay suspensions will be a maximum of 3 years in duration with an option to stay the suspension before 3 years is reached by submitting proof of future financial responsibility (SR22) to the BMV. If proof of future financial responsibility (SR22) is not submitted the suspension remains active for 3 years, or until the BMV receives notice from the court that the fines have been paid. Call the court at the number listed on the Official Driver Record for information on satisfying the Failure to Pay suspension.

**Failure to Appear** - A court instructed the BMV to suspend the driving privileges due to the driver failing to appear in court for a traffic violation. The suspension remains active ("Indefinite") until the BMV receives notice from the court that the driver appeared in court and the case is disposed of. Beginning December 31, 2021, all Failure to Appear suspensions have the option to be stayed up to 3 years by submitting proof of future responsibility (SR22) to the BMV. Call the court at the number listed on the Official Driver Record for information on satisfying the Failure to Appear suspension.

#### **Pending Suspension Information**

This section lists any suspensions that have yet to start.

#### **Disqualification Information**

This section lists disqualifications and associated information. Disqualifications denote the loss of commercial driving privileges. Most disqualifications are federally mandated.

#### **Pending Disqualification Information**

This section lists any disqualifications that have yet to start.

#### **Out of State Withdrawals**

This section of the ODR lists out-of-state withdrawals that were reported to the Indiana BMV, as a result of either a driver's Change State of Record or through a CDLIS, HW message from the driver's old State of Record (and after the driver moved to Indiana). The following definitions are pulled from the CDLIS data dictionary and apply to the Out-of-State Withdrawals section of the ODR.

**WD ID** - The WD ID is the identifier used to codify the withdrawal reported to Indiana from the State of Record, WD IDs are listed in the sequence in which they were received by the Indiana BMV.

**State** - The old State of Record that transmitted the withdrawal information to the Indiana BMV.

**Reason/Reference Report ID** - ACD code and Indiana BMV offense code followed by an old State of Record document reference number associated with the withdrawal, or a court document reference number associated with a court-ordered withdrawal. These are often referred to as the Driver License Withdrawal Locator Reference".

**Action Type** - The type of withdrawal action that was taken on a driver record.

- 1 = Revoked
- 2 = Barred
- 3 = Suspended
- 4 = Cancelled
- 5 = Denied
- 6 = Disqualified
- 7 = Other Withdrawal

**WD Basis** - The basis for the withdrawal action that was taken on a driver record.

- 0 = Unknown
- 1 = Conviction
- 2 = Administrative Adjudication
- 3 = Administrative Action
- 4 = Repeated Violations
- 5 = Withdrawal Resulting from Point System
- 6 = Court-Ordered or Requested

- 7 = Court Recommended
- 8 = NRVC Action or Reciprocity
- 9 = Administrative Per Se

*Withdrawal Due Process Status* - The due process status for a withdrawal action taken on a driver record.

- 0 = Not Defined
- 1 = Hearing Held; Action Confirmed
- 2 = Hearing Offered, but Not Requested
- 3 = Hearing Requested, not yet Held
- 4 = Department Action Appealed to Court
- 5 = Hearing Not Applicable

*Withdrawal Extent Code* - The license type is affected by the withdrawal action.

- 1 = Commercial
- 2 = Permit
- 3 = All
- 4 = Non-CDL

*Effective Date* - The date at which the license was withdrawn by the old State of Record.

*Eligibility Date* - The earliest date on which a driver may satisfy any conditions to end the withdrawal.

If eligibility is never to be restored, a permanent code is used. For jurisdictions that withdrawal a license privilege, but do not start the clock until the license is physically surrendered, or if the length of the withdrawal is predicated on the individual completing one or more actions, the State of Record will not be able to provide an actual eligibility date. In such cases, an indefinite code is used.

*Reinstatement Date* - The actual date that the licensing privilege of a driver (which has been previously withdrawn) is reinstated.

### **Convictions**

This section lists traffic or motor vehicle-related convictions the driver has accumulated. Convictions that are not traffic or motor vehicle-related but for which courts have authority to suspend driving privileges may also be listed. The convictions for which points are currently active are denoted by an asterisk (\*). This section includes the date of conviction ("Disposition Date"), the offense description ("Offense Description"), the date of the offense ("Offense Date"), the court name and case number related to the citation ("Court/Case number"), the unique identifier of any associated suspensions or disqualifications ("Susp ID"/"Disq ID"), if the offense occurred while operating a Commercial Motor Vehicle ("CMV") and if the offense occurred while operating a CMV with Hazardous Materials ("Hazmat"). Convictions such as "Failure to Provide Proof of Insurance to Bureau" are not court convictions. Rather, they are BMV administrative determinations for which points must be assessed.

### **Residential Addresses** (This information is provided only if requestor is authorized to receive)

This section lists the residential address history of the individual. Information in this section includes: a unique address identifier ("Address ID"), the date the address information was added to the record ("Effective Date"), the street address, city, state and ZIP code.

### **Mailing Addresses** (This information is provided only if requestor is authorized to receive)

This section lists the mailing address history of the individual. Information in this section includes: a unique address identifier ("Address ID"), the date the address information was added to the record ("Effective Date"), the street address, city, state and ZIP code.

### **Credential Issuance**

This section lists information pertaining to driver's license, learner's permit or identification card issuances. Information includes: the transaction type, the type of credential, effective and expiration date of license or ID

# Mobile Food Establishment License

## Monroe County Health Department

This is to certify that:

The Crêpe Outdoors  
Kevin Glenn  
2361 W Rappel Ave  
Bloomington, IN 47404


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:

9/13/2024

By

  
Monroe County Health Officer

**2024**

**NON-NEGOTIABLE AND NOT TRANSFERABLE**

**PERMIT EXPIRES FEBRUARY 28, 2025**



# FOOD HANDLER — SOLUTIONS —

THIS CERTIFICATE IS PROUDLY PRESENTED TO

**Kevin Glenn**

Congratulations! You completed and successfully passed the

## **Food Handler Course**

The scope is the set of core competencies needed to handle food.

Westley Christian, Chief Executive Officer

Certificate Number - F212988  
Issue Date - May 20, 2024  
Expiration Date - May 21, 2027



Accreditation #1210

Food Handler Solutions, LLC  
www.FoodHandlerSolutions.com  
Phone - (949) 468-6001



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/20/2024	Payroll				595,287.54
					<u>595,287.54</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 595,287.54

**Dated this 24th day of September year of 2024.**

\_\_\_\_\_

Kyla Cox Deckard, President                      Elizabeth Karon, Vice President                      James Roach, Secretary

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

Fiscal Officer \_\_\_\_\_

## Staff Report

To: Board of Public Works

From: Jeff Jackson, Transportation Demand Manager, ESD

Date: September 12, 2024

Subject: Shared Micro-Mobility Operator License Application Approval

### Goals

- Encourage, foster, and provide for new and innovative transportation options for residents and visitors.
- Ensure that shared e-scooters and e-bikes are operated in a manner safe for all riders, pedestrians, and drivers.
- Provide a license to micro-mobility operators for one year.

### Process

- Multiple city departments have collaborated on how to determine the most efficient manner to enforce Ordinance 19-09 - ...Regulation Governing Motorized Scooters, Shared- Use Motorized Scooters, and Shared-Use Motorized Scooter Operators.
- Bird, Lime, and VEO (operators) were granted licenses on August 15, 2023 that expired on July 31, 2024. The operators were required to submit their new applications 30 days prior to July 31, 2024. Lime submitted their application on August 12, 2024. Bird submitted their application on August 16, 2024. VEO quit providing services during the middle of their license term and decided not to submit an application for renewal.
- On August 19, 2024 staff sent an email to Bird and Lime describing the city's updated license requirements as described below under Regulations.
- Lime has decided not to revise their application to incorporate the city's updated requirements. Lime also required that the city accept their revised insurance indemnification clause. Lime required a \$3,000 onetime license fee. Bird has submitted revised applications that meet all of the city's previous and updated requirements.

### Regulations

- Require that at least 35% of an operators fleet to consist of e-bikes.
- Provide a complete inventory of all e-scooters/e-bikes deployed by each operator.
- Provide the names and contact information for all local operating personnel.
- Provide the address for their local operations/storage facility.
- Increase their per trip licensing fee from \$.10/\$.15 to \$.30.
- Increase the one time license fee from \$10,000 for three operators to \$15,000 for two operators, and \$30,000 for one operator.

Staff Recommendation – Approval of Bird's license. Reject Lime's incomplete application and not issue a new license.

**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**RESOLUTION 2024-065**

**SHARED MICRO-MOBILITY DIRECTIVES**

WHEREAS, the Board of Public Works (“Board”) supervises the City of Bloomington’s (“City”) streets, alleys, sidewalks, and rights-of-ways; and

WHEREAS, residents have benefitted from e-scooters/e-bikes as modes of transportation because of lower costs, quicker commutes and environmental benefits; and

WHEREAS, some challenges have emerged associated with e-scooter/e-bike use; and

WHEREAS, the challenges pertain to rider and pedestrian safety, parking and pedestrian accessibility and the overall cost of enforcement to the city.

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

1. Shared-use motorized scooter operators (“Operators”) are required to have riders take no less frequent than semi-annual quizzes on safe riding habits and the rules of the road.
2. The hours of operation for shared-use motorized scooters are adjusted to approximate a “dawn to dusk” availability as follows: stand-up scooters: 5:00 a.m.-11:00 p.m. (April – October) and 5:00 a.m. – 8:00 p.m. (November – March); e-bikes: 24/7.
3. At least 35% of an Operator’s fleet must consist of e-bikes. Operator will submit a monthly report specifying the use of each vehicle type.
4. The fleet is capped at a maximum of 1200 vehicles. There will be no more than 780 e-scooters and 420 e-bikes at any time. The fleet size may be less than 1200 vehicles but the 35% ratio of e-bikes to e-scooters must be maintained.
5. The Operator must provide a complete inventory of all e-scooters/e-bikes prior to their deployment.
6. The Operator will provide the names and contact information for all local operating personnel and the address for their local operations/storage facility.
7. The Operator will pay a per trip licensing fee that is increased from \$.10/\$.15 to \$.30 and a one-time license fee of \$30,000.00.
8. All helmets provided by the Operators must be to code with the U.S. Consumer Product Safety Commission.
9. Operators are to geo-fence corrals and bicycle racks as the only appropriate areas to end a ride in the downtown area or provide financial incentives to users who end rides in these areas.
10. Once the City and Operators take measures to promote appropriate parking, Operators with vehicles outside the designated parking area may be fined.

**ADOPTED THIS \_\_\_\_TH DAY OF \_\_\_\_\_, 2024**

**BOARD OF PUBLIC WORKS**

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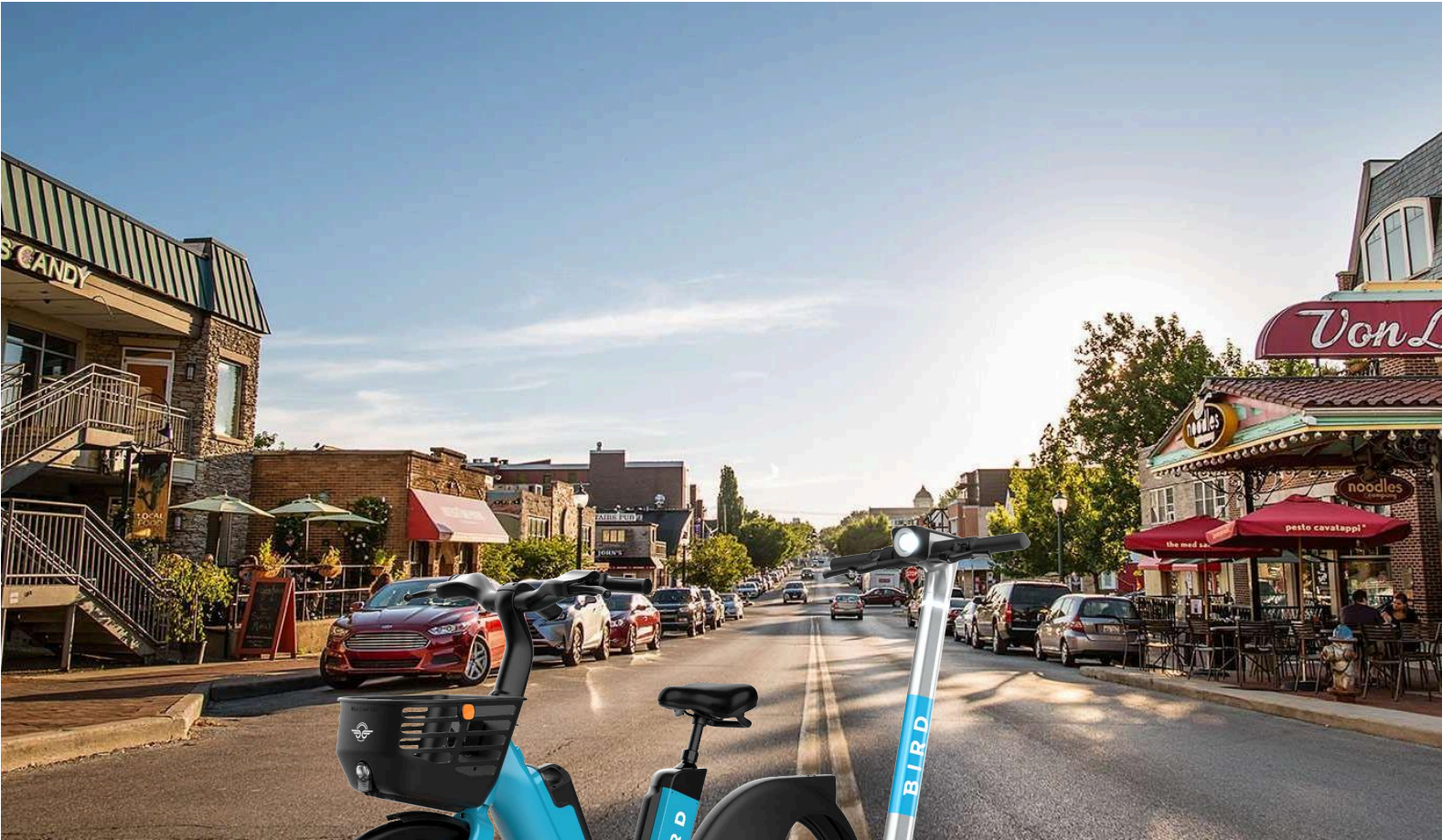
Kyla Cox Deckard, President

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Elizabeth Karon, Vice President

---

James Roach, Secretary



# Bloomington, IN

Shared-Use Motorized Scooter  
& Bike Operator License Application 2024



To The Bloomington Board of Public Works:

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

Since we began serving the City in 2018, nearly 58,000 Bloomington residents and visitors have taken more than 505,000 rides on Birds. That's more than 521,000 miles traveled and 72 metric tonnes of CO2 saved.

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

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

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




### [The Bird Difference](#)

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

Bird's micro-mobility vehicles are ideal for the first and last mile between public transportation and a rider's final destination, whether it be home, work, class, or out for leisure. We were the first company in the world to obtain a permit to operate a shared e-scooter service. Since launching our operations, we have continuously refined how people move around the world. To date, more than 250 million Bird rides have taken place in over 350 cities and universities globally.

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

<p>Safest vehicle track record in the industry</p>	<p>Bird has a track record of more than 250 million rides with a reported injury rate at a fraction of 1%. Bird's custom-built scooters, designed and developed in California by our expert vehicle engineering team, have not been subject to any recalls or reports of breakage while riding, or operating system hacks that have plagued other operators.</p>
<p>Responsible and safe operations</p>	<p>Bird has and will always put the safety of vulnerable road users first. Our Beginner Mode softens scooter acceleration, allowing riders to slowly progress to full speed while receiving additional education. Valuable community feedback from survey data inspired Beginner; nearly 75% of e-scooter riders sought a slower tutorial option. To prevent impaired riding, Safe Start requires passing cognitive quizzes to unlock e scooters. We will distribute free helmets in Bloomington at community events, in partnership with local businesses and institutions like IU, and through promotions in our app.</p>  <p style="text-align: center; font-size: small;">Bird Beginner Mode</p>
<p>Professional local fleet team</p>	<p>Our fleet team has a proven record of success in adjusting operations to deal with inclement weather as well as major events in cities. Further, our team has a multitude of ways for officials and customers to reach us both day and night.</p>
<p>Robust rebalancing</p>	<p>Our local street team re-balances vehicles multiple times throughout the day to best meet the transportation needs of residents and visitors. In addition, we use machine learning to predict where clustering (the build up of large numbers of vehicles) is likely to occur and deploy a team to the area in advance of vehicle clustering.</p>
<p>Sustainability</p>	<p>We are committed to using only low-to-zero emission vehicles for charging and maintenance. Our vehicles last longer than any others on the market. On average, the lifespan of many of our vehicles is now 48 months with proper maintenance.</p>
<p>Complement and increase public transit use</p>	<p>In an effort to increase adoption and usage of public transportation, Bird provides last-mile access to transit, expands catchment areas, and effectively partners with transit providers to make multimodal travel more seamless, such as through trip planning integration and incentivized station parking.</p>



Accessible and equitable

To guarantee eligible Bloomington residents a reliable commute option and greater access to opportunity overall, we've designed our Bird Community Pricing plan to be the most inclusive micro-mobility discount program available. It provides the following eligible riders with 50% off our standard unlock and per minute fee: low-income residents; senior citizens; students with Pell Grants; and employees of pre-approved community-based organizations and nonprofits. To sign up, riders email proof of eligibility to [access@bird.co](mailto:access@bird.co). Approval takes approximately two to three business days.

Bloomington and Bird: Progressing Together

While the shift to micro-mobility solutions comes with growing pains, the outcome is incredible - on average, 35% of Bird rides are trips that would have otherwise been taken by car. We will continue to provide Birds that are safe, affordable, equitably distributed, and accessible for riders of all abilities. We will put specific emphasis on ensuring economically disadvantaged neighborhoods (and groups such as students on budgets) are aware of Bird's low-income plans. We will also hold events to teach Bloomington riders how to safely Bird, and how to keep the public right of way accessible for everyone.

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

Bird has always put the safety of vulnerable road users first. Bird has distributed more than 125,000 free helmets in cities around the world, and we will continue to distribute helmets in Bloomington both through local partnerships and through our in-app helmet request feature.

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

Respectfully submitted,

*Austin Marshburn*

Austin Marshburn

Senior Director, Government Partnerships



**1. Application and License Information**

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

**2. Applicant Information**

Name of Company	Blue Jay Transit USFM LLC
Address of Company	382 NE 191st St PMB 20388
City, State, Zip	Miami, FL 33179
Phone Number	(866) 205-2442
Website	www.bird.co
Email	hello@bird.co
Social Media Website	Twitter: @BirdRide Instagram: @Bird

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

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

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

Date of Incorporation or Organization:	3/18/2024
State of Incorporation or Organization:	Delaware

(If not Indiana) Date qualified to transact business in the State of Indiana:	5/1/2024
Employer Identification Number	99-2085526

**5. Prior licenses**

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

Yes  No

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

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

**6. Descriptions, Pricing, and Service**

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

Make	Model	Color
Bird	Three	Silver and Blue
Bird	Bird Bike	Blue

**Fleet Inventory:** It is our plan to deploy 260 e-scooters (65% of the total fleet) and 140 e-bikes (35% of the total fleet) in Bloomington. This represents a shift from our previous year's fleet cap of 300 e-scooters and 100 e-bikes. We recognize that increasing the percentage of e-bikes in the fleet is a priority of the City, and we are excited to make this change to help the City meet its goals.

During peak ridership time this season, our team maintained an average deployed fleet of 387 devices, ensuring that we stayed underneath the program cap. This included an average of 290 Bird Three E-scooters and 97 Bird Bikes deployed. Both of these devices represent Bird's newest generation of vehicle for their respective modes. When new equipment becomes available (a new model is expected in 2025), we commit to bringing this to the Bloomington program as well, prioritizing the newest device types for our service.

A full inventory of our devices currently deployed or at our local facility in Bloomington is listed in Attachment F. If our application is approved, Bird will ensure that the necessary device types and quantities are procured to match the fleet ratios listed in this document.

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

Pricing is clearly communicated to riders via the app. Riders can view pricing for their current location under the app's "Payments" tab. Any updates to the pricing structure are formally communicated to riders before their next ride through a push notification or banner. Riders get a receipt that displays the

final ride price at the end of each trip. This information is also available in their ride history.

Bird offers the following pricing plans in Bloomington:

Bird believes in transparency and will clearly communicate all price changes to users through in-app push notifications and banners. Riders can also view pricing for their current location under the app's "Payments" tab. Bird delivers a receipt to riders after every ride. This information is also available in their ride history. We do not charge users a fee for the time needed to read safety messaging or to complete a first-time user tutorial or safety quiz.

Plan	Pricing
Standard	\$1 to unlock, plus an initial \$0.39-\$0.59 per minute based on demand, utilization, and additional city fees and charges.
Bird Community Pricing	<p>This program provides the following eligible riders with 50% off our standard unlock and per-minute fee:</p> <ul style="list-style-type: none"> <li>● Low-income residents</li> <li>● Veterans</li> <li>● Seniors</li> <li>● Pell Grant recipients</li> <li>● Employees of pre-approved community-based organizations and nonprofits</li> </ul> <p>To sign up, riders must email proof of eligibility to <a href="mailto:access@bird.co">access@bird.co</a>. Approval takes approximately one business day.</p>
Ride Pass Memberships	<p>Ride Passes are designed to save riders money and accelerate modeshift away from cars for short-distance trips. The following example plans are tailored to suit individual needs:</p> <ul style="list-style-type: none"> <li>● 30-min: \$8.99</li> <li>● Daily Pass: \$19.99 for unlimited rides;</li> <li>● Weekly Pass: \$1.99 for free unlocks;</li> <li>● Monthly Pass: \$5.99 for free unlocks.</li> </ul> <p>We can also offer an hourly or annual ride pass if desired by the City.</p>
Bird+	<p>This membership program is free to enroll, and Bird's reward members enjoy a host of benefits, including:</p> <ul style="list-style-type: none"> <li>● Free unlocks during commuting hours (e.g., 7 a.m. – 9 a.m./4 p.m. – 6 p.m.),</li> <li>● Free reservations</li> <li>● Up to 30% off all rides.</li> </ul> <p>The more riders use Bird, the more rewards they can earn.</p>
Student, Faculty and Staff Rate	University students, faculty, and staff will automatically receive 10% off the standard rate when they use their .edu email to sign up for their Bird account.

Special Fare Programs	<p>Bird regularly promotes special fare programs in response to local needs, like Roll to the Polls initiative that has provided free rides to voters since 2019, and will include the upcoming 2024 election.</p> <p>Bird will also offer promotions such as free unlocks on Bike to Work Day and Bike to School Day. By supporting community-wide events, we will continue to elevate the biking culture and active transportation usage at Indiana University and Bloomington.</p>
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**Bird Community Pricing**

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

**Red, White, and Bird**

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

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

**Semester Membership**

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

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

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

*Frequency with which each vehicle is checked for safety*

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

following:

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

Predictive maintenance

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

Periodic maintenance

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

Cleaning maintenance

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

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

## Identifying and Recruiting Fleet Managers

We employ a Fleet Manager, Korbin Clark, in Bloomington who runs and owns his own business contributing to small business growth for Bloomington. In 2024, we expect to share more than \$130,000 with Korbin, which equates to over \$30 per hour. Korbin can be reached at 812-929-1402 [korbin@korbinclark.com](mailto:korbin@korbinclark.com) should the City need immediate assistance on the ground. After first working with multiple local fleet managers in Bloomington, we have consolidated our operations under Korbin's purview based upon his strong operational acumen and presence in the community.

When it comes to sourcing staff, Bird is focused on creating meaningful opportunities in the City of Bloomington. Through our Bloomington Fleet Management Program, Bird engages with locally-owned and operated businesses, logistics partners and entrepreneurs to provide a meaningful revenue opportunity. We identify and recruit our Fleet Managers directly from the community, only executing contracts with applicants who are able to successfully demonstrate the ability to manage a portion of Bird's fleet.

Korbin is well known in the Bloomington community. He is a source for good with a reputation for hiring locally and going the extra mile to serve the area. When we execute a contract with a Fleet Manager, Bird commits to providing long-term support, resources and real opportunities for revenue. Additionally, we offer support and guidance relating to any initially required operational set up to ensure a smooth ramp-up.

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

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

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

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

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



## Organizational Structure and Staffing

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

Team Roles	Responsibilities	Employment Type	Expected Number of Roles
Government Partnerships	Work with city partners and operations team to ensure that Bird is in compliance with city rules and regulations outlined in agreement. Establish partnerships with local community organizations and find opportunities to collaborate.	Full-Time, in house	2
Operations Leadership (General Manager, Operations Associates)	Oversee field and service location teams. Liaise with local stakeholders and broader community. 24-hour contact for City staff for all questions and concerns related to deployment, charging, rebalancing and fleet operations in the City. Operations leadership liaises internally with our Engagement Managers to ensure all City concerns are addressed and resolved swiftly.	Full-Time, in house	3
Engagement Manager	Manages all Bloomington Program Fleet Managers. 24-hour point of contact for Fleet Managers. Ensures Fleet Manager compliance with local rules and regulations. Sets KPIs and SLAs and schedules regular check-ins with Fleet Managers to track progress.	Full-time, in house	1
Bloomington Program Fleet Managers	Deploy, rebalance and collect Birds for charging and/or maintenance.	Contractor	1
Service Location Team (Drivers and Mechanics)	Maintain, clean and charge Birds at central maintenance hubs. Provide support (maintenance, IT, backend support) to Fleet Managers during service center drop-in hours.	In-House	4

Customer Service (Central Bird Team)	Collect and help remediate requests from riders or the public.	Full-time, in house	100
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### Daily Operations Cycle

Bird separates the operations cycle into three main missions: 1) Deploy; 2) Rebalance and respond; and 3) Charge and maintain.

Mission	Operational Objectives
Deploy	To ensure the optimum number of e-scooters is available in a manner that avoids overcrowding

Detail: We deploy fully charged Birds to Nests, which are strategically selected to enhance mobility while keeping the right of way clear. Bird's operations platform automatically determines which Nests to populate throughout the day based on scooter concentration and temporal mobility patterns to ensure good coverage across the service area.

Our Nests are virtual and dynamic and can be easily changed and repositioned based on operational data and local feedback. Bird will work with local stakeholders to adjust or add additional Nest locations to support local businesses.

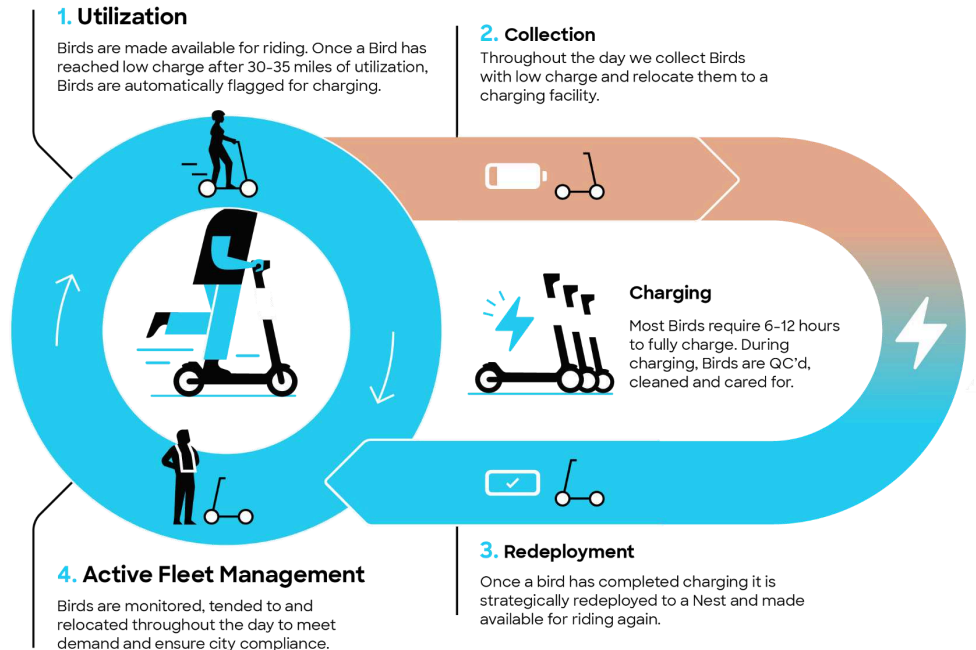
Mission	Operational Objectives
Rebalance and Respond	<ul style="list-style-type: none"> <li>• Maintain good and safe parking</li> <li>• Respond proactively to concerns</li> <li>• Respond proactively to feedback from the public and city stakeholders</li> </ul>

Detail: As a community partner, Bird will share a responsibility in keeping streets safe and accessible. Our on-the-ground partner continuously monitors the location, battery level and mechanical health of every Bird e-scooter where we operate. With our local warehouse facility located at 301 W 17th St, Bloomington, IN 47404, we are able to attend to any operational needs at a moment's notice. Moreover, our local manager can be reached at 812-929-1402 [korbin@korbinclark.com](mailto:korbin@korbinclark.com) should any concern arise. Throughout each day, we also routinely rebalance, re-park or collect Birds for charging or maintenance.

Mission	Operational Objectives
Charge and Maintain	<ul style="list-style-type: none"> <li>• Keep in-field e-scooters charged and ready to ride</li> <li>• Quickly remove unusable devices from the public right-of-way</li> </ul>

Detail: To maintain the optimal number of rideable scooters, Bird centrally monitors scooter charge levels in real time. When scooters are below a certain battery threshold, we automatically dispatch team members to collect and charge them. Bird's proprietary e-scooters have substantially longer battery life than earlier consumer models, reducing the frequency of charging and its attendant operational impacts. Our vehicles are also sanitized every time they are charged.

# Daily Operations Cycle



E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters. (**see Attachment B**)

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

## 7. Required Public Outreach and Communications

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

Riders, community members and city staff can contact Bird 24/7 through multiple customer service channels:

- Website: <http://www.bird.co>
- Telephone: +1 (866) 205-2442
- Email: [hello@bird.co](mailto:hello@bird.co)
- Twitter: @BirdRide
- Instagram: @Bird
- Online Form: <http://www.bird.co/contact-us/>
- Community Mode: Available in App

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

The following is the Bloomington-specific webpage on Bird's website as required by BMC 15.58.120(c): URL: <https://www.bird.co/bloomington>. Bird will educate users on legal scooter parking and legal scooter use on the Bloomington specific website, within our mobile application, and as part of its mandatory, semi-annual outreach programs. Bird provides the following information on the Bloomington-specific website:

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

C. Provide details of the helmet distribution plan described in BMC 15.58.120(e); note that all helmets you provide must be up to code with the U.S. Consumer Product Safety Commission:

Bird will make available, at no charge and at a local location, helmets that may be procured by shared-use motorized scooter users. At Bird, we put safety above growth. Bird has already worked with IU's Student Wellness Center to distribute hundreds of free helmets and will continue to do so.

Bird is committed to safety. We are proud of the work we have done as the first shared mobility company to spearhead proactive helmet use and responsible riding campaigns. We know how important it is for riders to protect themselves while riding on busy urban streets. In the past year and a half, Bird has given away more than 100,000 free helmets across hundreds of markets.

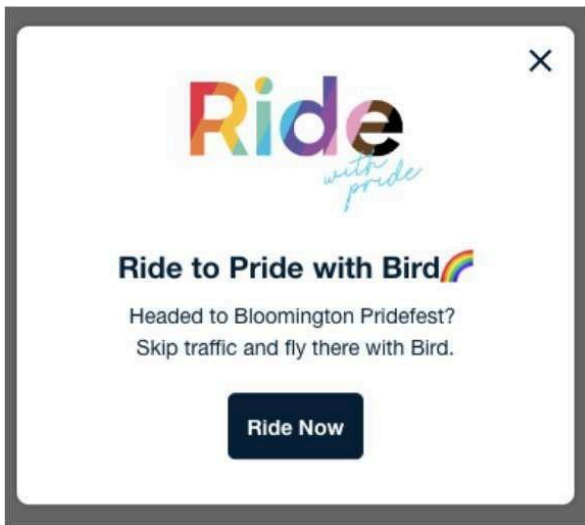
Bird has and will continue to work closely with community organizations and government agencies to create features that address responsible riding issues. Through partnerships with the City and other key community groups, Bird will lead safety initiatives to educate riders about the importance of wearing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





D. Submit protocols for highly attended third-party events, that will seamlessly enable accessible and safe transportation via scooter and/or e-bike.

Bird will continue to work closely with event organizers on highly-attended third-party events such as the Bike to Earth Day at Switchyard Park, Little 500, Bloomington Pridefest, Indiana University gamedays, and other large scale events to ensure that operations run smoothly, whether it's geofencing a No Ride Zone, strategically deploying vehicles in high demand areas, or increased rebalancing in event areas. Bird will meet with event organizers ahead of these types of events to develop a strategy for event operations and make sure that everyone is aligned. Bird will continue to work with members of the City to supply free use of devices for group rides as well, as the team did with Hank Duncan on August 9th.

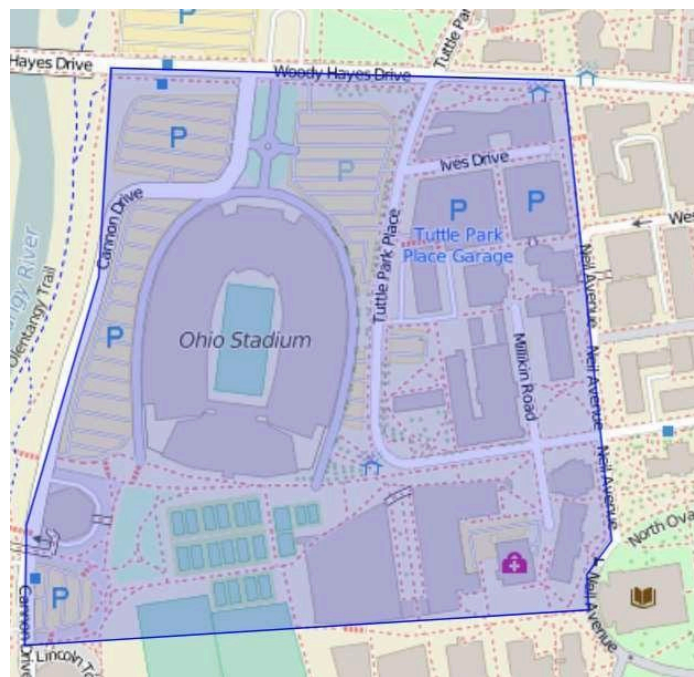


## CASE STUDY: Special Event Management

We have successfully worked with The Ohio State University team to strategically implement Special Event Zones on days when a large campus event is happening. We have outlined an example of a football game day below. We have successfully operated during special events and on game days on dozens of campuses and would work with Bloomington and IU to create a playbook specific to campus prior to next school year's football season.

The image below is an example of one of The Ohio State Special Event Zones. On game days this No Parking or Riding Zone is visible on all riders map in-app. As soon as a rider enters the zone, they receive a push and email notification alerting them that they have entered a No Parking/No Riding zone. In addition to this messaging, the Bird will gradually come to a speed of 1 MPH forcing the rider to dismount from the scooter - encouraging them to walk their scooter out of the zone and either end their ride or take an alternate route. Prior to game day, all riders who have entered the Ohio State's operating zone in the prior 3 months receive an email alerting them to the special event day rules. And if a user is in the operating zone on an event day and opens their app, they see a splash screen alerting them to be aware of the gameday rules.

In addition to the "No Parking or Riding" Zone, Bird will work with Bloomington and IU to create designated parking locations around the perimeter of the zone, allowing riders to safely and successfully park their Bird out of the pedestrian right of way.



- E. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
- Dates and hours of each safety campaign to be held during the term of this license;
  - Proposed staffing levels for each campaign;
  - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
  - The planned method of dissemination for campaign information and materials.  
(see appendix)

## **8. Insurance**

Attached is our proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary. The insurance certificate shows the following minimum insurance limits:

Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate

Automobile Liability: \$1,000,000 combined single limit

Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

## **9. Indemnification**

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, 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 is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. 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, suites, 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.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

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

Bird commits to following all the legal requirements outlined in Chapter 15.58 of the Bloomington Municipal Code. And understands the failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All scooters must be equipped with a bell, horn, or other lawful signaling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.
- F. The following items must be displayed on each scooter:
  - a. The required 24-hour phone number stated in this application;
  - b. The Operator's website;
  - c. Mobile application information for the Operator;
  - d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.
- G. The hours of operation will be as follows: standing scooters: 5:00 a.m. - 11:00 p.m. (April - October) and 5:00 a.m. - 8:00 p.m. (November - March); e-bikes: 24/7
- H. All Operators must educate users on safe and legal scooter parking as well as safe and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, (3) as part of their mandatory, semi-annual outreach programs, (4) by requiring riders to take quizzes at least semi-annually on safe riding habits, parking restrictions and rules of the road, and (5) by providing information to users on how and where to obtain helmets.
- I. Operators must either geo-fence corrals and bicycle racks as the only appropriate areas to end a ride or provide financial incentives to users to end rides in these areas.
- J. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.
- K. All helmets provided by Operators must be up to code with the U.S. Consumer Product Safety Commission.
- L. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- M. Once the City and Operators take measures to promote appropriate parking, Operators with vehicles outside the designated parking area may be fined in the amounts set forth in BMC 15.64.010(d).
- N. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored



by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, and shall subject the Operator to penalties set forth in BMC 15.64.010(e).

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

## **11. License Fees and Deployment Allowances**

**We would like to note that for this permit cycle, we will increase our financial contribution to the City of Bloomington to \$.30 per trip and an upfront fee of \$15,000, exceeding the terms listed below. If we are the only selected vendor to operate as part of this permit cycle, we will increase our upfront fee to \$30,000. We strive to ensure that we provide strong financial contributions as part of our service to help support city initiatives such as bolstering local bicycle and pedestrian infrastructure.**

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

The amount of the fee shall be fifteen cents (\$0.15) per ride taken. If the Operator's fleet consists of 50% or more of sit-down vehicles, the City will reduce the Operator's fees from 15 cents per ride to 10 cents per ride for the entire fleet.

- C. Fleets are capped at a maximum of 400 vehicles per Operator. The Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to lower the number of deployed scooters allowed under this license if the average usage per device falls below 2.0 in any given calendar month. If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of standing scooters allowed under this license. If the weekly average of trips per day per vehicle surpasses 2.0, the Operator may petition the Board of Public Works to increase its fleet size. The Operator must submit monthly reports specifying the number of deployed devices and the average usage per device.

At least 25% of the Operator's fleet must consist of e-bikes. The Operator will submit monthly reports specifying the distribution of each vehicle type.

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

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

## **12. Summary of Required Attachments**

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.

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

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

- Dates and hours of each safety campaign to be held during the term of this license;
- Proposed staffing levels for each campaign;
- A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- The planned method of dissemination for campaign information and materials.

D. An insurance certificate that is compliant with Section 8 of this Application.

E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$15,000).

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

Austin Marshburn

Sr. Director, Government Partnerships

Printed Name

Title

*Austin Marshburn*

08 / 16 / 2024

Signature

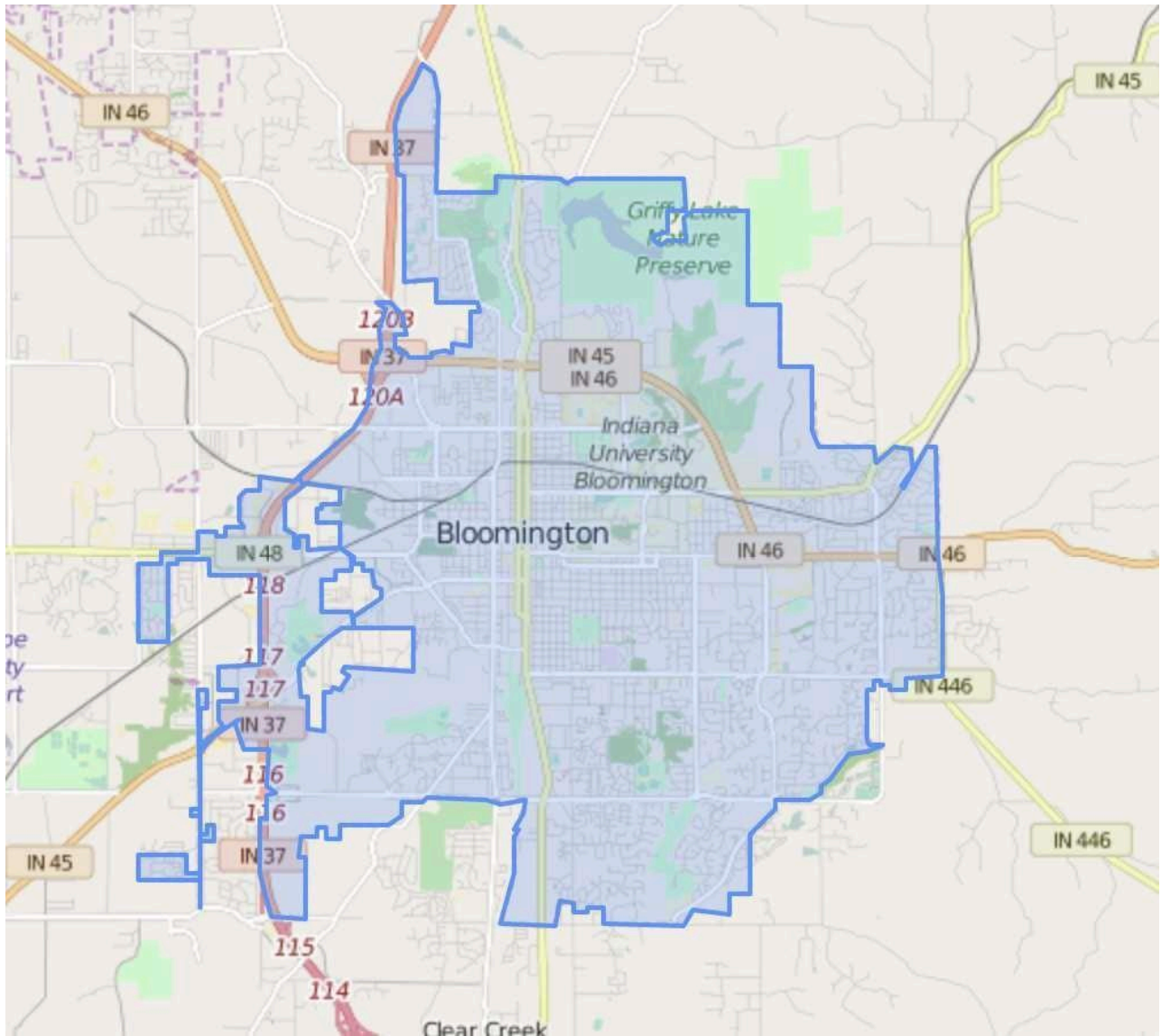
Date

Blue Jay Transit USFM dba Bird

Name of Company



ATTACHMENT B - Service Area Map



## ATTACHMENT C - Vehicle Specifications

# BirdThree

**Speedometer**

**Speed Governor**  
Capable of throttling speeds to specific speed limits in various geographical areas.

**On-Board GPS Technology**

**Enhanced Lighting**  
Built-in front white automatic lights, visible from a distance of 500 feet away.

**Unrivaled Durability**

**Dimensions**  
47.7" x 19.3" x 46.8"

**Weight**  
52.9 lbs

**10" x 2.5" Pneumatic, Puncture-Resistant, Self-Sealing Tires**  
Tires feature puncture-proof tech, higher traction, and decreased vibration.

**Bell**

**Tactile Contact Decal**

**Industry-Leading Braking**

**Smart Acceleration Technology**

**Proprietary Bird Operating System**

**Real-Time Diagnostics**

**Intuitive Handling**

**Exceptional Visibility**

**Skid Detection**  
Only vehicle with skid detection technology to prevent improper riding behavior.

**Large Brake Lights**  
Built-in rear red automatic lights, visible from a distance of 500 feet away.

**Performance**  
A rear motor gives Bird Three faster acceleration and more control in critical situations.

**Tactile Unique ID**

**Safety Decal**

**Most Sustainable Battery**

**Dual, Center Kickstand**  
Anti-tip kickstand keeps Bird Three upright on any surface thanks to its multiple points of contact with the ground.

**Tactile Contact Decal**  
16 Point Font  
BIRD RIDES INC.  
1-866-205-2440  
HELLO@BIRD.CO  
BIRD.CO

**SAFETY DECAL**  
18+ years old - One rider per vehicle  
Wear a helmet - Follow traffic laws  
**No riding on sidewalks**  
1-866-205-2440  
HELLO@BIRD.CO

**Tactile Unique ID**  
K H 8 J 4

**Tactile Unique ID**  
48 Point Font  
K H 8 J 4

# BirdBike

## City Safe & Street Smart:

Designed uniquely for ride share, the Bird Bike is a Class 1 Pedal Assist E-Bike that's IOT connected and built to comply with local rules and regulations.

**Dual Hand Brakes**  
Durable and safe drum brakes

**Integrated Cable Lock**

**Convenient Storage Basket**

**Extra Bright Headlight**

**IoT Connectivity**  
Remote motor deactivation, power and speed limitations

**Robust Vehicle Diagnostic System**  
to ensure safe riding

**Industry Leading Security (GSM and BLE 4.1)**  
Lock/unlock, haptic and alarm sounds

**Large, Easy-to-Read Display**

**Bird Vehicle Location Services (VLS)**  
Multi-mode geolocation (GPS, GLONASS, BDS)

**Swappable Battery**  
Approx 37 miles (60 km) per charge, IP67 rating

**Extra Bright Tail Light**

**250W Motor**  
15.5 mph (25 km/h) top speed

**High Performance Materials**  
Aerospace grade aluminum alloy

**26-Inch Semi-Pneumatic Tires**

**Security & Tip Detection**  
Unlicensed movement and tip-over detection

## ATTACHMENT D - Safety Campaign Proposal

Bird has conducted both virtual and in-person safety-focused events with the City of Bloomington and Indiana University. Targeting both residents of highly trafficked areas as well as new and returning students, these events provide education on all local regulations governing shared-use motorized scooter use and parking, best practices regarding safe and courteous riding, as well as information on Bloomington's affordability and accessibility requirements. Additionally, event attendees are able to obtain free helmets and ride credits. In fact, at our most recent event in April 2024 at the Earth Day event, we gave away dozens of helmets. In past years, Bird also collaborated with IU's Student Wellness Center to host a "Scooter Safety Week." Focusing on the idea of peer-to-peer education regarding safe scooter use practices, students produced a safety video with Bird's help and highlighted a different safety tip each day of the safety week.

### **Proposed schedule**

We recommend conducting two week-long safety campaigns in Fall 2024 and Spring 2025. Bird will educate users on legal scooter parking and legal scooter use as part of its mandatory, semi-annual outreach programs. Among other topics, the campaign will cover:

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

A. Dates and hours of each safety campaign held during the term of this license; B. Staffing levels for each campaign;

**Dates:** October 15-19, 2024 (homecoming week at IU) & April 1-4, 2025 (culminating in Bloomington Music Expo) **Times:** 10am - 4pm **Staffing levels:** 1-2 Bird representatives

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

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

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

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

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

- Parking best practices

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

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

**Bird's E-Scooter Safety Guide**

RESPONSIBLE RIDING HOW-TOS:

- ✓ You must be 18 or older to ride.
- ✓ Only one rider per Bird.
- ✓ Ensure you stick to riding in bike lanes or in the road; do not ride on the sidewalk.
- ✓ Bird e-scooters are calibrated to go no faster than 15mph to maintain a safe speed. Always start slow and at a speed that you feel comfortable with.

Keep both hands on the bars. Ensure you place both feet on the footboard at all times whilst riding.

Wear a helmet.

If something isn't right, tell us through the Bird app.

Park responsibly and at bike racks where possible. Do not block doorways, ramps, sidewalks or rights of way.

#### D. The method of dissemination for campaign information and materials

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

ATTACHMENT E - Bloomington Certificate of Insurance

See below.







# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Blue Jay Transit, Inc.	
POLICY NUMBER See Certificate Numbe			
CARRIER See Certificate Numbe	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<b>OTHER</b>							
C	E&O - Technology			W31A39230201	06/01/2023	09/01/2024	Aggregate Limit SIR	\$5,000,000 \$150,000
B	<b>Excess Liability</b> Excess Liability \$4M xs \$1M			CSDIG2400299	08/22/2024	08/22/2025	EACH OCCURRENCE AGGREGATE	\$4,000,000 \$4,000,000
E	Excess Liability \$3M xs \$5M			G48730048 001	08/22/2024	08/22/2025	EACH OCCURRENCE AGGREGATE	\$3,000,000 \$3,000,000
F	Excess Liability \$2M xs \$8M  Full aggregate limit of all excess liability policies being \$10M.			CSDIG2400272	08/22/2024	08/22/2025	EACH OCCURRENCE AGGREGATE	\$2,000,000 \$2,000,000

## ATTACHMENT F - Fleet Inventory

See below for a list of all devices either deployed or at our local facility in Bloomington.

<b>QR Code</b>	<b>Model</b>
23BR4	birdbike
5T916	birdbike
8IAR6	birdbike
FR8YU	birdbike
86AQA	birdbike
S1XMD	birdbike
BDP33	birdbike
AY8V5	birdbike
UH4J8	birdbike
AUW35	birdbike
EKTTW	birdbike
9PVX3	birdbike
N8FV6	birdbike
P3IKF	birdbike
PFM5E	birdbike
XXXYZ	birdbike
ZHU1X	birdbike
CQE71	birdbike
WHXUB	birdbike
UWAZU	birdbike
C9TKS	birdbike
E64RF	birdbike
VTLTF	birdbike
1FU59	birdbike
MFRGF	birdbike
75D98	birdbike
BV55D	birdbike
HVHQC	birdbike
PNTXF	birdbike
VNTCF	birdbike
16K5D	birdbike
PRZQ9	birdbike
TMDUP	birdbike
TSZ9P	birdbike
BKPNA	birdbike
3ZDMJ	birdbike
IHDJP	birdbike
HZVLM	birdbike
XG6JT	birdbike
WGDL2	birdbike
6JLH7	birdbike
WHBNF	birdbike

LIPR1	birdbike
UEP53	birdbike
IUV6Y	birdbike
G3LKK	birdbike
T48JK	birdbike
IINU6	birdbike
DX3HE	birdbike
XLCJC	birdbike
M3AP2	birdbike
TD2PS	birdbike
A6YF8	birdbike
K2211	birdbike
FABCF	birdbike
BF7F8	birdbike
RMLJN	birdbike
HQRSW	birdbike
TUX2G	birdbike
3S84J	birdbike
AQXVF	birdbike
1NLPT	birdbike
6638N	birdbike
CF57H	birdbike
2BRTP	birdbike
2MY6Y	birdbike
5NKKX	birdbike
VU15Q	birdbike
U2SIT	birdbike
XCSQP	birdbike
FHZGZ	birdbike
1SGQT	birdbike
UUI9P	birdbike
IVS8S	birdbike
6QSQM	birdbike
LTP4L	birdbike
888PT	birdbike
I7IXC	birdbike
4GDHU	birdbike
JC2NI	birdbike
4PS2X	birdbike
LYMUR	birdbike
ZGFWU	birdbike
8YRQV	birdbike
JZRWK	birdbike

WJD5R	birdbike
VUB1B	birdbike
BRSSG	birdbike
NIKNC	birdbike
ZBA7R	birdbike
K11CU	birdbike
JYCUA	birdbike
ITCN3	birdbike
PJLJX	birdbike
AAFX6	birdbike
5MJ9N	birdbike
U7TLF	birdbike
WIXTF	birdbike
21WRK	birdbike
1JJEB	birdbike
D4NZU	birdbike
C3CPZ	birdbike
6XUJX	birdbike
11CZD	birdbike
EW93D	birdbike
GTH2C	birdbike
A5IEY	birdbike
TIKL3	birdbike
D677A	birdbike
6JFAS	birdbike

<b>QR Code</b>	<b>Model</b>
FQBVX	Bird3
K1Z8S	Bird3
BGJGZ	Bird3
MIAVD	Bird3
EIJ44	Bird3
CDJLT	Bird3
Q6D98	Bird3
IGE6H	Bird3
4P6RT	Bird3
8428H	Bird3
VBPBM	Bird3
EEQH5	Bird3
GFH2L	Bird3
G3TEV	Bird3
7B4BG	Bird3
JU3MR	Bird3
1MCVK	Bird3
544DA	Bird3
CYATP	Bird3
N1XTK	Bird3
2FF96	Bird3
H9B6L	Bird3
D4NSD	Bird3
8XRWU	Bird3
YA8HJ	Bird3
T3F46	Bird3
WZM4M	Bird3
ISBNU	Bird3
JMZBY	Bird3
RJBIU	Bird3
FK42I	Bird3
N3D1T	Bird3
19WQN	Bird3
T9F71	Bird3
GEUZ5	Bird3
CFPHA	Bird3
RBGNT	Bird3
VHD85	Bird3
193SW	Bird3
FSN6D	Bird3
Q2HJX	Bird3
SPAF2	Bird3

75G71	Bird3
UJSF6	Bird3
R8PXC	Bird3
RFJ47	Bird3
ZVICU	Bird3
BENCB	Bird3
LLFT6	Bird3
9TNUD	Bird3
EDKN2	Bird3
K7PPD	Bird3
A76AU	Bird3
9N6UH	Bird3
5VKA8	Bird3
FLEHL	Bird3
J8ILU	Bird3
CSR9I	Bird3
D66SD	Bird3
5471T	Bird3
LNSXG	Bird3
CEQ4E	Bird3
798S3	Bird3
I3W37	Bird3
LWJC9	Bird3
IXJWL	Bird3
P28BY	Bird3
P6G8P	Bird3
X7ZNH	Bird3
16GG8	Bird3
TACFG	Bird3
RKYB1	Bird3
DBYS6	Bird3
7VWX4	Bird3
A4ZTV	Bird3
WLFAL	Bird3
6PVKQ	Bird3
WGGHF	Bird3
QQR7Q	Bird3
PSXLS	Bird3
WZ4IT	Bird3
I128N	Bird3
E62YN	Bird3
IYYL3	Bird3
YX2WF	Bird3



N3RUP	Bird3
FL5N4	Bird3
XJ5VV	Bird3
K3TX4	Bird3
2LW49	Bird3
BGQ4A	Bird3
77ABY	Bird3
9XATN	Bird3
XXRQX	Bird3
LIQVY	Bird3
JXTYB	Bird3
SBQCS	Bird3
YTBVW	Bird3
Y5CV7	Bird3
H3JF6	Bird3
RMK37	Bird3
BIYSD	Bird3
TPXBD	Bird3
WHZRV	Bird3
SBTR8	Bird3
R2KR7	Bird3
FIBIV	Bird3
HP1D8	Bird3
WZ3Y5	Bird3
5M7NT	Bird3
WJ6YF	Bird3
UCPFS	Bird3
JG99B	Bird3
54ICP	Bird3
ALDFR	Bird3
VV14Y	Bird3
61ZPQ	Bird3
4TAVB	Bird3
ESARD	Bird3
UUSC8	Bird3
CQUAF	Bird3
DKIEE	Bird3
PS33D	Bird3
JYBKF	Bird3
C3GYQ	Bird3
TRT6P	Bird3
RKZMD	Bird3
2KUQ1	Bird3

GQ4DV	Bird3
WPDJK	Bird3
J2EXD	Bird3
GDMMH	Bird3
X75NF	Bird3
FHWGN	Bird3
ZQGBD	Bird3
1IX15	Bird3
HJDW3	Bird3
GW9IH	Bird3
A8APM	Bird3
MP4RF	Bird3
ZAGUM	Bird3
95EQB	Bird3
2YYJE	Bird3
TGDEZ	Bird3
U52BK	Bird3
12B12	Bird3
GF39D	Bird3
1Q783	Bird3
VEPK5	Bird3
5SKQM	Bird3
43DNM	Bird3
3RKD3	Bird3
V1DPS	Bird3
BH46C	Bird3
ANEC7	Bird3
KDSDR	Bird3
D43MJ	Bird3
TFN3W	Bird3
D3K5S	Bird3
42Q98	Bird3
LZ1I9	Bird3
KKCQ4	Bird3
5EFYQ	Bird3
VLWVL	Bird3
W5QWM	Bird3
FY91R	Bird3
YP6IX	Bird3
CASUU	Bird3
1PW4U	Bird3
ADQZX	Bird3
F9BAK	Bird3

IC2VB	Bird3
3Z6XD	Bird3
GBNN8	Bird3
UEAXZ	Bird3
8HCQX	Bird3
K5VG4	Bird3
FETTM	Bird3
FCJZW	Bird3
P64MV	Bird3
JYFBG	Bird3
69Q4B	Bird3
QFGLY	Bird3
T9CBW	Bird3
JWU8Q	Bird3
3L91E	Bird3
RYD7L	Bird3
XN31Q	Bird3
ERHVI	Bird3
8RMVI	Bird3
9HBQH	Bird3
6A4JC	Bird3
LXVAT	Bird3
V9PHI	Bird3
B4W6F	Bird3
QIYN2	Bird3
15S75	Bird3
2QLAZ	Bird3
MCCET	Bird3
PXJNH	Bird3
RDWV5	Bird3
GPIP2	Bird3
CVQFQ	Bird3
4PXCZ	Bird3
L1QPM	Bird3
57JET	Bird3
YG176	Bird3
PGPKT	Bird3
8JLMI	Bird3
C6J8V	Bird3
H5ZCN	Bird3
PKCPY	Bird3
YGXGQ	Bird3
BAQHP	Bird3

6HKVP	Bird3
YYFBQ	Bird3
VMIR5	Bird3
11JA5	Bird3
81WVS	Bird3
PD513	Bird3
S8KEA	Bird3
F3N9K	Bird3
QZYER	Bird3
VQ5WY	Bird3
UHQ35	Bird3
EVSWG	Bird3
1EX4F	Bird3
AVSWB	Bird3
E7V4V	Bird3
XD9ZU	Bird3
8SK8R	Bird3
RIFDL	Bird3
418SH	Bird3
E7ULL	Bird3
NZCY2	Bird3
8L2EU	Bird3
TV3D7	Bird3
PR975	Bird3
J3IXS	Bird3
AHBBI	Bird3
6QY4B	Bird3
L4X8P	Bird3
YPB49	Bird3
QVFCV	Bird3
A9ZYT	Bird3
6H23K	Bird3
XXZZ9	Bird3
ADMB3	Bird3
V39YS	Bird3
6CB5P	Bird3
QUXWB	Bird3
66PM5	Bird3
HAD5W	Bird3
7K3DJ	Bird3
PVCGW	Bird3
WRPEV	Bird3
HZFEY	Bird3

H3VU9	Bird3
DGBN5	Bird3
BAY5G	Bird3
UPBHH	Bird3
PPAAZ	Bird3
IWX8Q	Bird3
VP6PJ	Bird3
D9XNK	Bird3
X9GC7	Bird3
V7L9I	Bird3
XM4R7	Bird3
B3DNH	Bird3
DWCQ7	Bird3
4PB21	Bird3
7P1SI	Bird3
RHM3D	Bird3
P8EB2	Bird3
MUPI7	Bird3
EWI8I	Bird3
D6PL7	Bird3
4ZD5W	Bird3
KZFL6	Bird3
3Z15F	Bird3
TPK5N	Bird3
HCF86	Bird3
F7HGX	Bird3
2ESWI	Bird3
ARPFH	Bird3
SFXYF	Bird3
MJJD8	Bird3
JBEZ7	Bird3
LDC8V	Bird3
LP1QP	Bird3
EKSXT	Bird3
66DAQ	Bird3
DL9B5	Bird3
8LIG6	Bird3
S76LX	Bird3
B2RHM	Bird3
BIPA8	Bird3
KHE9K	Bird3
J1IPT	Bird3
J3EH7	Bird3

6GHRF	Bird3
9F2XX	Bird3
EH6RG	Bird3
4YGY8	Bird3
1L2VL	Bird3
LA5WN	Bird3
AD5WR	Bird3
478DN	Bird3
GJYHM	Bird3
DVN6I	Bird3
8XS28	Bird3
NKK4Y	Bird3
BLJFU	Bird3
MAF28	Bird3
WJMCW	Bird3
64EUA	Bird3
ZMDFN	Bird3
PBP75	Bird3
6Q6D9	Bird3
DLPWL	Bird3
V762J	Bird3
U6R57	Bird3
NMP37	Bird3
M5FRP	Bird3
RHLZX	Bird3
HYFJL	Bird3
JVLB8	Bird3
A5PJ7	Bird3
HDKEN	Bird3
8APFZ	Bird3
LWSVQ	Bird3
NFTZW	Bird3
XY37Q	Bird3
UX3ZZ	Bird3
DA51A	Bird3
2ABV2	Bird3
MJJQA	Bird3
V6MDU	Bird3
6M7VP	Bird3
RUDIC	Bird3
TJFLC	Bird3
BIFPL	Bird3
CM6DU	Bird3

GYXK5	Bird3
HT7IX	Bird3
4YFQQ	Bird3
FJQTV	Bird3
JHQDS	Bird3
JY83D	Bird3
6JT2U	Bird3
QHA9S	Bird3
QA57M	Bird3
Y3Z6X	Bird3
HIKEL	Bird3
PI7NG	Bird3
V9BXA	Bird3
V6M56	Bird3
Z5KYD	Bird3
DLP3C	Bird3
XMWHU	Bird3
4E5HI	Bird3
G7IUX	Bird3
WP8SY	Bird3
2BZVS	Bird3
DFFQH	Bird3
RW9VD	Bird3
J82SI	Bird3
XLBHE	Bird3
GDKIC	Bird3
BXUXC	Bird3
4T7YB	Bird3
KAJVM	Bird3
K4CMZ	Bird3
Y7Y7U	Bird3
QXALU	Bird3
AQWN7	Bird3
9PY3M	Bird3
6DMSE	Bird3
4H4A9	Bird3
AMXXW	Bird3
RPCFF	Bird3
B72UA	Bird3
LX2Z7	Bird3
AZH4J	Bird3
D4WBX	Bird3
XB63N	Bird3

HJHQT	Bird3
IE5CN	Bird3
Q6S2N	Bird3
TLX9X	Bird3
CUCSA	Bird3
FZ42V	Bird3
SE5WV	Bird3
ZRU9G	Bird3
QLG5B	Bird3
LRSVA	Bird3
JY3P6	Bird3
5MGXN	Bird3
17DIJ	Bird3
TLB2P	Bird3
288LA	Bird3
JKK7W	Bird3
JYZV7	Bird3
GAHD2	Bird3
CRFRW	Bird3
XRYFU	Bird3
HCDIH	Bird3
UNDT3	Bird3
4I4EW	Bird3
AA5XV	Bird3
2UX8G	Bird3
YV9NK	Bird3
633RJ	Bird3
5PZMJ	Bird3
LSNRA	Bird3
TC2NI	Bird3
A8WBA	Bird3
JJZKJ	Bird3
HLSB7	Bird3
Q1FJQ	Bird3
AD67A	Bird3
SJEU5	Bird3
QVCA7	Bird3
WA3DU	Bird3
IVJ8A	Bird3
TP4N5	Bird3
IPDWV	Bird3
ABCZ2	Bird3
AX7N4	Bird3



J8RFX	Bird3
VABS7	Bird3
DJE59	Bird3
1JXN9	Bird3
G8N2M	Bird3
3M9LI	Bird3
XY233	Bird3
J4STN	Bird3
J99GB	Bird3
KTIVM	Bird3
R4IDG	Bird3



## **Shared-Use Motorized Scooter Operator License Application**

**City of Bloomington Board of Public Works  
Economic & Sustainable Development Department  
401 N. Morton St., Suite 150  
Bloomington, IN 47404  
(812) 349-3418**

### **1. Application and License Information**

This is an application for a Shared-Use Motorized Scooter Operator business license per Chapter 15.58 (Motorized Scooters and Shared-Use Motorized Scooters) of the Bloomington Municipal Code. It is unlawful to operate as a shared-used motorized scooter operator without first obtaining a license from the Board of Public Works. Any person who intends to operate a shared-use motorized scooter company, renew an existing shared-use motorized scooter company license, or expand its existing service in the city must file this form with the City. This license is good for one year from the date it is issued, subject to the provisions of BMC 15.58.150.

Return this completed application to [esd@bloomington.in.gov](mailto:esd@bloomington.in.gov) or to the City Hall, 401 N. Morton Street Suite 150, Bloomington, IN 47404. Direct any question regarding this application to Economic & Sustainable Development at (812) 349-3418.

### **2. Applicant Information**

Name of Company	<b>Neutron Holdings, Inc. dba Lime</b>
Address of Company	<b>85 2nd Street</b>
City, State, Zip	<b>San Francisco, CA 94105</b>
Phone Number	<b>1-888-LIME-345</b>
Website	<b>li.me</b>
Email	<b>support@li.me</b>
Social Media Website	<b>Facebook/X: @limebike</b>

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

**N/A**

LIME + BLOOMINGTON

Company is a(n):  LLC  Corporation  Partnership  Sole Proprietor  Other

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

**Date of Incorporation or Organization:** **January 3, 2017**

**State of Incorporation or Organization:** **Delaware**

**(If not Indiana) Date qualified to transact**

**business in the State of Indiana:** **June 15, 2017**

**Employer Identification Number** **4870517**

**5. Prior licenses**

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

Yes  No

If Yes, provide details:

**N/A**





**6. Descriptions, Pricing, and Service**

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

**Lime Vehicle Specifications**

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Specification	Gen 3	Gen 3.2
<i>Photo</i>		
<i>Dimensions</i>	<ul style="list-style-type: none"> <li>• 1163mm length</li> <li>• 1207mm height</li> </ul>	<ul style="list-style-type: none"> <li>• 1165mm length</li> <li>• 1207mm height</li> </ul>
<i>Weight</i>	23.5kg	24.4kg
<i>Brakes</i>	<ul style="list-style-type: none"> <li>• Dynamic brake on rear wheel</li> <li>• Drum brake on front wheel</li> <li>• “Step” foot brake on rear wheel/fender</li> <li>• Bicycle-style brake lever on handle bars</li> </ul>	<ul style="list-style-type: none"> <li>• Dynamic brake on rear wheel</li> <li>• Drum brake on front wheel</li> </ul>
<i>Maximum Load</i>	100kg	100kg
<i>Lights</i>	<ul style="list-style-type: none"> <li>• Front white LED, visible up to 500 ft</li> <li>• Red rear LED, visible up to 600 ft</li> </ul>	<ul style="list-style-type: none"> <li>• Front white LED, visible up to 500 ft</li> <li>• Red rear LED, visible up to 600 ft</li> </ul>
<i>Bell</i>	Mounted on handle bar next to brake lever. Activated by thumb lever	Mounted on handle bar next to brake lever. Activated by thumb lever



<b>Power Source</b>	15.9 Ah - 36 V internal battery	15.9 Ah - 36 V internal battery
<b>Maximum Assisted Speed</b>	15 mph, electronically limited	15 mph, electronically limited
<b>Certifications</b>	<a href="#">UL 2272</a> - Standard for Electrical Systems for Personal E-Mobility Devices	<a href="#">UL 2272</a> - Standard for Electrical Systems for Personal E-Mobility Devices

# GEN4 SEATED E-SCOOTER

The safest, smoothest, most sustainable Lime scooter yet, with a 5+ year lifespan, 40% recycled content, and 96% recyclable



- 1** Large foam seat to make longer trips more comfortable
- 2** Rear storage for belongings with 15 liter capacity
- 3** Strong aluminum frame to improve vehicle longevity with IP68-equivalency
- 4** Enhanced mountain-bike inspired suspension for a smooth ride
- 5** Larger wheels and pneumatic tires to tackle the toughest road conditions
- 6** Tap-and-ride wireless connectivity and LED screen with battery level and zones
- 7** Lime Vision+ to detect parking, sidewalks, and pedestrians
- 8** Swappable battery with extra range to reduce operational VMTs and time offline charging
- 9** Dual bicycle-style handbrake for intuitive and secure braking control
- 10** Lower center of gravity for a more stable and comfortable ride
- 11** Double kickstand for increased vehicle stability while parked
- 12** Swept handlebars for maximum stability and comfort

**Dimensions:** 52" L x 23" W x 45" H (132 cm L x 59 cm W x 115 cm H) **Curb weight:** 60 lbs (27 kg)



# LIME E-BIKE

Robust electric pedal assist bike for everyday travel.



- 1 Adjustable Seat to find the Height Needed for a Comfortable Ride
- 2 Front and Rear Fenders for Protection from Road Debris and Grime
- 3 Unique ID, Customer Service Info, and Braille Identifier
- 4 Dual Braking System with Reliable Front Disc Brake and Rear Drum Brake
- 5 Kickstand Engineered for Optimal Stability when Not Riding
- 6 Cargo Basket to Conveniently Store Bags and Belongings
- 7 Lights and Reflectors including LED headlight, rear LED light, and Reflector Visible from 200m
- 8 All Weather, 66 cm Tires to Tackle the Toughest Road Conditions
- 9 Swappable, Lithium-Ion Battery with 40-km Range

Dimensions: 71" L x 25" W x 44" H (180 cm L x 63 cm W x 112 cm H)  
Curb weight: 73 lbs (33 kg)

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

### Rate Schedule

Our current rental rates for Bloomington are as follows:

**Standard Rate (Scooters):** \$1 to unlock then \$0.41/min

**Standard Rate (E-Bikes):** \$1 to unlock then \$0.30/min

**Lime Access:** (our low-income program) \$.50 to unlock + \$0.15/min

**60 Minute Pass:** \$9.99 for 60 minutes of ride time with no unlock fee (valid for 3 days)

**200 Minute Pass:** \$30.99 for 200 minutes of ride time with no unlock fee (valid for 7 days)

**300 Minute Pass:** \$44.99 for 300 minutes of ride time with no unlock fee (valid for 30 days)



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

**Safety**

Lime completes both proactive and reactive maintenance on our vehicles. Regular and routine maintenance of our fleet allows our Operations Team to provide the most reliable and safe local service to community members. Our process starts with a full inspection at the warehouse by a Lime trained and certified mechanic.

The following are all inspection triggers:

- **Preventative Maintenance:** In order to ensure the maximum safety of our riders, vehicles are inspected on a regular rotation. If a vehicle has not had an inspection in seven days, it is flagged for immediate retrieval to the warehouse for service.
- **Rebalancing:** Our Operations Team inspects each vehicle that is being rebalanced from one location to another.
- **Deployment:** Vehicles collected by our team are inspected and any maintenance is performed before morning deployment.
- **Customer Service Reports:** Any issue reported to our Customer Service line by riders or Juicers is flagged for retrieval and inspection.
- **In-app Rider Reports:** Vehicles that are poorly rated for three rides in a row or vehicles marked in the app as damaged are immediately flagged for retrieval and repair.
- **Self-Diagnostics:** Once deployed, our e-scooters are self-diagnosing, running health checks over 1,000 times per second and automatically notifying us upon certain events that can signal faulty, damaged, or vandalized vehicles. Vehicles are immediately deactivated and serviced upon any diagnostic flags, or if it receives two consecutive low in-app ratings. Our e-scooters can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize.
- We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.
- **Maintenance Mode:** Any vehicle flagged for inspection or repair is automatically placed in “maintenance mode.” The local Operations Team is notified and the e-scooter cannot be rented until it has been inspected. We will retrieve the vehicle within two hours.

All e-scooters that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. Quality Control/Redeployment

Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.

**Step 1:** After they are retrieved, vehicles are unloaded from our vans and placed in the “triage zone”. Our Mechanic Shift Lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. Vehicle inspections include a full evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, test ride, and more. The inspection is done in accordance with our Standard Operating Procedures (SOP) in the operations app.

**Step 2:** Each mechanic takes one vehicle at a time starting from the repair queue with the vehicle that has



## LIME + BLOOMINGTON

been in the queue the longest, also known as FIFO Method (first in, first out). By utilizing the FIFO method we are able to ensure that every vehicle is handled in a timely manner and no vehicle is overlooked. Once they move the vehicle back to their mechanic station they will complete another diagnostic on the vehicle.

**Step 3:** After diagnostics, our mechanics will proceed to repair the vehicle. Every mechanic station is equipped with the necessary tools and parts to complete every kind of repair on a vehicle. In addition, the Shift Lead audits the repairs and provides guidance to our mechanics if any is needed.

**Step 4:** After the vehicle has been repaired, the Shift Lead will do a mandatory additional quality control check to ensure that the repairs have been done correctly and that the vehicle meets our quality and safety standards before being moved to a charging station.

**Field Attention:** Throughout the day, our Operations Team monitors our fleet in real-time. Vehicles are proactively repositioned for tidiness and rebalancing to address any improperly parked vehicles and comply with the City's distribution and rebalancing requirements. In the evening, e-scooters are retrieved by our Operations Team and Juicers for charging and repair/maintenance if needed, preventing low-battery or broken vehicles from cluttering the streets.

## Cleaning &amp; Sanitation:

We have enhanced our cleaning methods in accordance with regional guidelines, frequently disinfecting our vehicles, including before redeployment, when rebalancing a scooter, and whenever they return to the warehouse. Our vehicles and infrastructure are cleaned and sanitized upon each inspection to ensure good condition.

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

### Lime Bloomington

Lime Bloomington will be managed by Vanessa Serrano, General Manager Midwest. Our Bloomington Operations Team has two operations specialists and two mechanics. All team members will be W-2 employees. Wages for our team members in Bloomington are typically \$18-21/hour with performance-based raises, overtime, and cost of living increases. In addition, all workers have access to health insurance.

**Operations Coordinator:** The Operations Coordinator oversees the Operations Team and the Lime warehouse. They are responsible for hiring the local team, and ensuring that the team adheres to the City's regulations regarding device requirements, deployment, and parking conditions. They also supports our community outreach and engagement efforts, and serves as a primary local point of contact that the City can contact in case of any emergency or urgent issue.

**Operations Specialists:** Operations Specialists are responsible for being in the field managing our fleet. They are available to address fleet issues within two hours. Their primary responsibilities include: patrolling to make sure the vehicles are properly parked; rebalancing the vehicles; addressing any complaints; ensuring vehicles are charged; and retrieving vehicles that require maintenance.

**Mechanics:** Mechanics are responsible for conducting all maintenance, repairs and cleaning of scooters. Mechanics ensure that all vehicles deployed are in good working order and are safe for our riders. All mechanics receive hands-on training and are provided with safety equipment and tools in order for them to





LIME + BLOOMINGTON

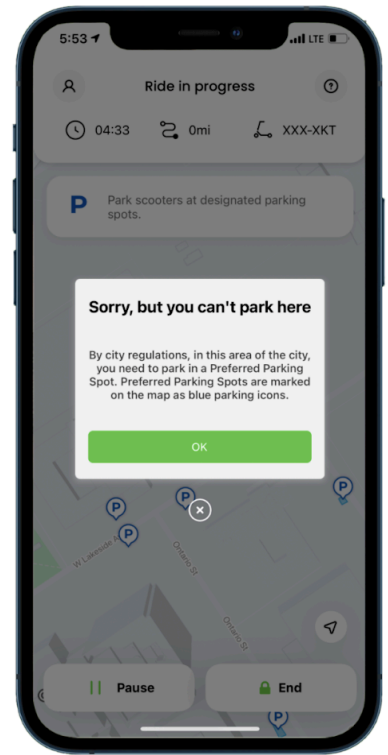
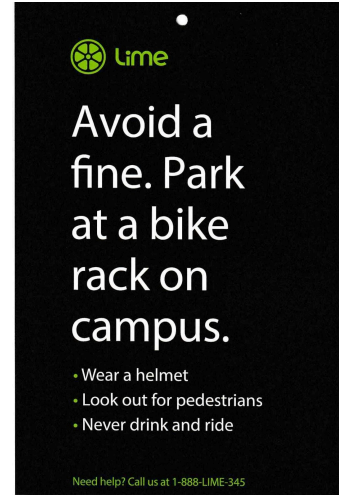
effectively carry out their role. All mechanics must pass the Lime Mechanic Proficiency test after training before completing their onboarding process.

**Operational Plan:** Lime will provide an initial deployment of 400 vehicles (300 scooters and 100 seated devices)..

Based on our experience and data from this past year, we plan to deploy our vehicles to zones that match customer demand. Scooter deployments happen each morning between 5 a.m. and 8 a.m., as our Operations Specialists deploy freshly charged vehicles to predetermined “hotspots”--areas of high demand--throughout the Deployment Zone. Hotspots have a small geographic digital radius similar to the size of a parking spot. Throughout the day, we deploy Operations Specialists to reposition mis-parked vehicles, “rebalance” vehicles to maximize utilization and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or vehicles that have migrated outside the Service Area.

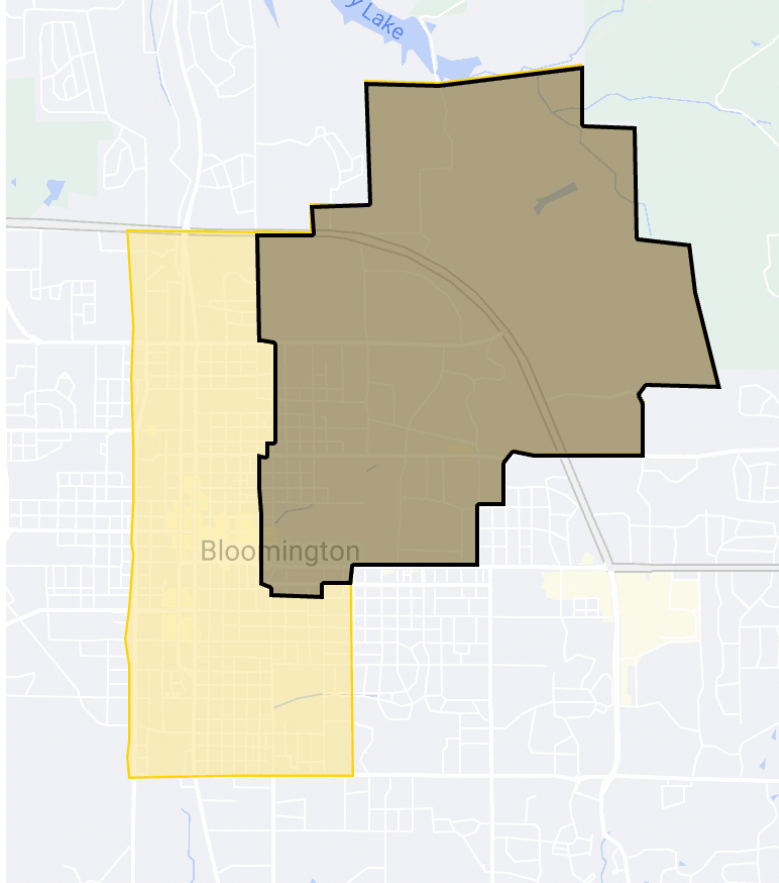
Our proprietary Hotspot Optimizer is a predictive algorithm that accounts for historical demand for each hour of each day. We use this data to identify where to place vehicles to best meet local needs, and the number of vehicles to deploy at each location.

Lime will continue to work with Indiana University on parking solutions on campus. We will not deploy scooters on campus and parking is only allowed at bike racks on campus. To meet this objective we have implemented Mandatory Parking Zone Technology where riders are required to end their trips at designated parking locations (bike racks). If a rider attempts to complete their trip outside the designated parking locations, a pop-up message will appear, informing them that of the parking requirements and prompting them to move the vehicle to a designated parking location. Additionally, we have placed hang tags on every scooter deployed in Bloomington, notifying riders of appropriate parking regulations.



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Lime is committed to orderly parking and a safe experience. In response to concerns about improper parking, Lime has expanded its Mandatory Parking Technology. Lime had an existing Mandatory Parking Zone on Indiana University's campus. In October, we expanded this zone to include downtown Bloomington. Within this area, riders are required to end their trips at geofenced parking spots (there is a small buffer to allow for GPS drift). The mandatory parking zone is shown on the map below. The existing Mandatory Parking Zone is shown in gray and the new, expanded zone is shown in yellow.



Existing Mandatory Parking Zone (outlined in **black**) and proposed MPZ expansion area (**yellow**)

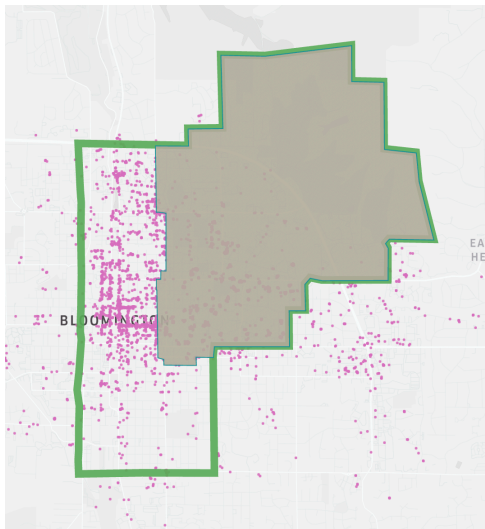


### Demonstrated Improvements

Bloomington’s new downtown mandatory parking zone and mandatory parking pins have already demonstrated effectiveness in driving parking compliance and improving rider behavior. **The map below (left) shows completed trips in Bloomington during the weeks prior to the implementation of new mandatory parking pins and the downtown mandatory parking zone. Completed trips (pink dots) are spread out across the area, and vehicles are parked in isolated locations and not clustered together.**

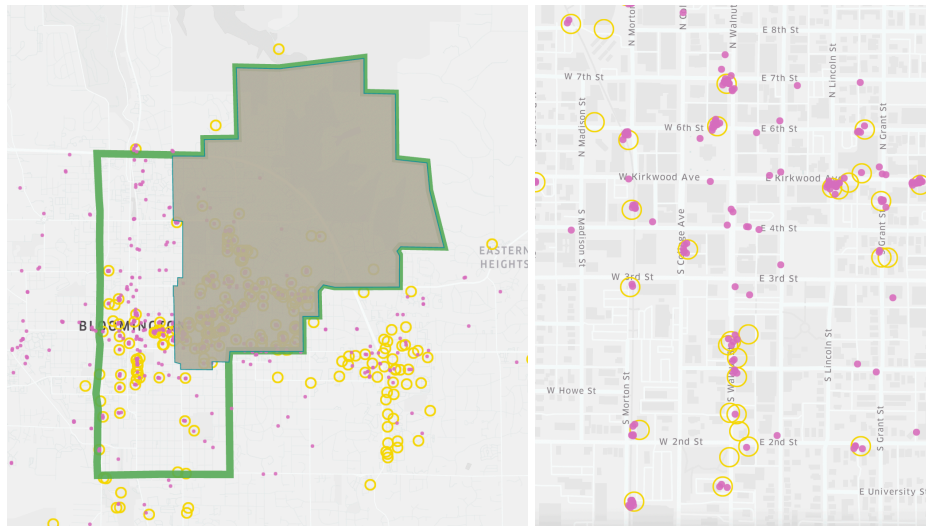
After the implementation of the mandatory parking zone and mandatory parking pins within this zone, **completed trips are now clustered within mandatory parking pins and vehicles are not placed in isolated or inconvenient locations. In the images below, pink dots are completed trips, and the yellow circles are mandatory parking pins.**

Pre-Implementation



Completed trips (pink dots) are spread out across the area, and vehicles are parked in isolated locations and not clustered together.

Post-Implementation

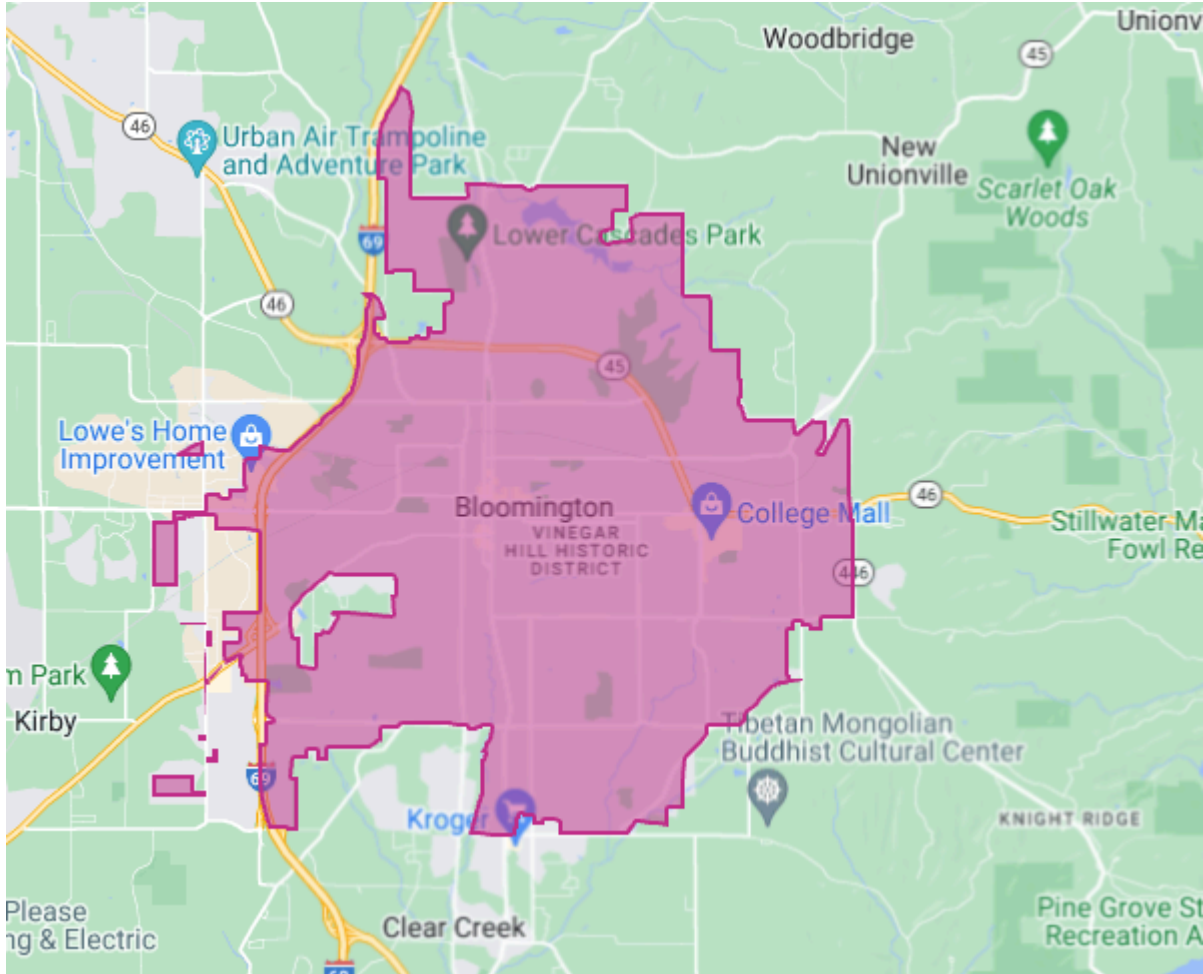


Completed trips (pink dots) are now clustered within mandatory parking pins (yellow circles), creating a more organized parking environment.



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

**Operational Area Map**





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




**Lime**

CUSTOMER SUPPORT  
 1-888-LIME-345  
 (1-888-546-3345)  
 support@li.me  
 www.li.me



Riding on Sidewalks  
is Prohibited

**18+**  
Must be 18+  
to ride



Follow Traffic Rules



Park Responsibly



Helmets are  
encouraged



Violations may result  
in fines and account  
suspension

**REPORT ISSUES TO  
CUSTOMER  
SUPPORT**



## 7. Required Public Outreach and Communications

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

**1-888-LIME-345**

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

**Website:** <https://www.li.me/locations/bloomington>

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

Lime is dedicated to improving safety for our riders and non-riders across the City of Bloomington. The Lime Bloomington Team has given away hundreds of CPSC-certified helmets to residents and students across the city since launching in Bloomington in 2018. We will continue to do so by partnering with the City's GO BLOOMINGTON campaign and Indiana University to provide free CPSC-certified helmets. Additionally, we will provide access to discounted helmets via the Lime website, where CPSC-certified helmets can be purchased. All Lime's helmets are CPSC certified.

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

- Dates and hours of each safety campaign to be held during the term of this license;
- Proposed staffing levels for each campaign;
- A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- The planned method of dissemination for campaign information and materials.

#### **Safety + Outreach Plan**

Lime uses digital and in-person marketing and community engagement tools, hosts in-person events, and partners with community stakeholders to reach the broadest possible audience. We proactively connect with people traditionally underrepresented in micromobility and those that may not be familiar with scooter riding. Throughout Lime's operations in Bloomington, we plan to continue our rider and non-rider engagement to ensure that proper riding is a top priority in the city.

The following is Lime's proposed schedule of Safety Campaign events:

#### **Fall 2024**

Lime + Bloomington Safety Week



Lime + IUPD Safety Week

Date	Tuesday, October 8, 2024
Duration (Time)	11:00am to 12:00pm (1hr)
Location	Dunn Meadow, IU Campus
Staffing	2 Lime team members
Marketing	Digital (IAM, email), IDS newspaper

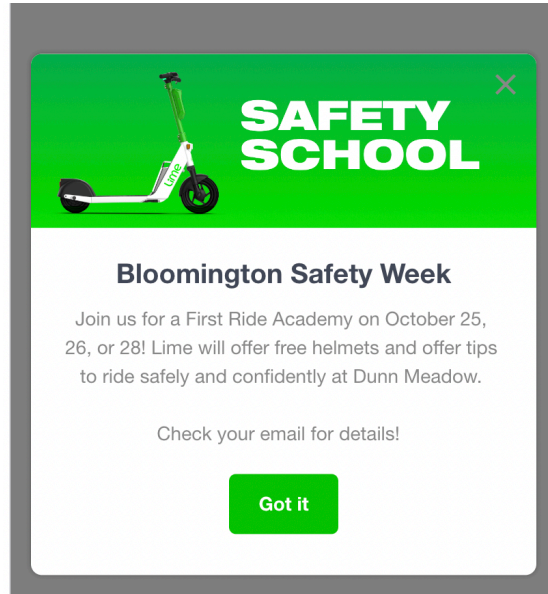
Date	Wednesday, October 9, 2024
Duration (Time)	11:00am to 12:00pm (1hr)
Location	Dunn Meadow, IU Campus
Staffing	2 Lime team members
Marketing	Digital (IAM, email), IDS newspaper

Date	Friday, October 11, 2024
Duration (Time)	10:00am to 12:00pm (2hrs)
Location	Dunn Meadow, IU Campus
Staffing	2 Lime team members
Marketing	Digital (IAM, email), IDS newspaper

Beyond in-person programming, Lime’s community engagement goes beyond education and outreach to support strong communities and safe streets in the cities we serve. Our in-app communications platform, permits us to send messages based on many different triggers like rider action (end of ride), geographic area (notice of entering or leaving a geofenced zone), day or time, special events (First Ride events), etc. We can also post information across the top of the home screen for a period of time or permanently. We will post a banner with Bloomington’s scooter rules permanently on our home screen.

We have a number of ways to ensure riders receive continual education throughout the course of our operations in Bloomington and we are committed to exploring new opportunities to engage riders and non-riders to improve safety across the city.





**Before you Lime:**

- Read the “pop-up” screen
- Map your ride

**Know before you go:**

- No texting
- Always wear a helmet

**How to Ride**

**Rules and Regulations**

- A helmet is required
- Do not ride on the sidewalk
- Don't ride downhill
- Have a valid driver's license
- You are 18 years or older
- Ride at your own risk
- One rider per Lime-S
- Don't drink alcohol and ride

**Done**

**DIGITAL FIRST RIDE ACADEMY**







**How to Ride**

- ✓ Wear a helmet
- ✓ One person per scooter
- ✓ Ride in the bike lane or the street
- ✓ Yield to pedestrians
- ✓ Park responsibly
- ✓ Follow all the rules of the road

**What not to do**

- ✗ Sidewalk riding is prohibited in Bloomington Dismount Zones
- ✗ Park scooters in bike racks where they exist
- ✗ Do not park scooter inside your home
- ✗ Do not park scooters in a way that limits access for individuals with disabilities

**Ride Responsibly**

**8. Insurance**

Attach proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company’s insurance is primary. The insurance certificate must show proof of the following ~~minimum~~ insurance limits:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

**Certificate of Liability Insurance attached on next page.**

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Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY)  
05/01/2024

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (866) 283-7122      FAX (A.C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Neutron Holdings, Inc. 85 2nd Street 1st Floor San Francisco CA 94105 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co	23035
	<b>INSURER B:</b> Lloyd's Syndicate No. 1971	AA1120206
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570105353044      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSDIG2400005 SIR applies per policy terms & conditions	05/01/2024	05/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OPAGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-661-067212-024	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CSDIG2400006 SIR applies per policy terms & conditions	05/01/2024	05/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570105353044

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Bloomington is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policy.  
 Should the General Liability Policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

<b>CERTIFICATE HOLDER</b>  City of Bloomington 401 North Morton Street Bloomington IN 47404 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>
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ACORD 25 (2016/03)

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**9. Indemnification**

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, agrees to release, hold harmless and forever indemnify the City of Bloomington and any and all City employees, officers, and agents (the "Indemnities") from any claim or claims which may arise out of any ~~of the undersigned's acts or omissions incident connected with or in any way related to his/her issuance of a its performance under the license. by the City of Bloomington or his/her operation of a business which is licensed by the City of Bloomington.~~ This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. The undersigned shall, and hereby does indemnify, defend, and hold harmless the ~~Indemnities City of Bloomington and any and all City employees, officers, and agents~~ from and against any and all actions, costs, claims, suites, 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.
- D. The undersigned understands this release binds ~~him/herself,~~ the applicant shared-use motorized scooter Operator, and all ~~heirs,~~ executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.
- F. ~~Notwithstanding anything contained herein to the contrary, the undersigned shall have no obligation to indemnify or defend the Indemnities under this Section 9 for any of the negligent or willful acts of the Indemnities. Further, the undersigned shall have no obligation to indemnify the Indemnities for claims related to the right of way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the city.~~

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

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

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby



pedestrians.

- C. All scooters must be equipped with a bell, horn, or other lawful signaling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.
- F. The following items must be displayed on each scooter:
  - a. The required 24-hour phone number stated in this application;
  - b. The Operator's website;
  - c. Mobile application information for the Operator;
  - d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.
- G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.
- H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.
- I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).
- K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

## **11. License Fees and Deployment Allowances**

- A. The Operator shall submit a prorated payment of ~~\$3,000~~~~\$10,000~~ in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.
- B. In addition, the Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of



receipt of said invoice.

The amount of the fee shall be fifteen cents (\$0.15) per ride taken. If the Operator's fleet consists of 50% or more of sit-down vehicles, the City will reduce the Operator's fees from 15 cents per ride to 10 cents per ride for the entire fleet.

- C. Fleets are capped at a maximum of 400 vehicles per Operator. The Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to lower the number of deployed scooters allowed under this license if the average usage per device falls below 2.0 in any given calendar month. If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of standing scooters allowed under this license. If the weekly average of trips per day per vehicle surpasses 2.0, the Operator may petition the Board of Public Works to increase its fleet size. The Operator must submit monthly reports specifying the number of deployed devices and the average usage per device.

At least 25% of the Operator's fleet must consist of e-bikes or sit-down scooters. The Operator will submit monthly reports specifying the distribution of each vehicle type.

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

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

## **12. Summary of Required Attachments**

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.
- B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.
- C. An outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
- Dates and hours of each safety campaign to be held during the term of this license;
  - Proposed staffing levels for each campaign;
  - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
  - The planned method of dissemination for campaign information and materials.
- D. An insurance certificate that is compliant with Section 8 of this Application.
- E. A check made out to the City of Bloomington in the amount of ~~\$3,000 ten thousand dollars~~ ~~(\$10,000)~~.



LIME + BLOOMINGTON

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

Holly Whited  
Printed Name

Regional General Manager  
Title

Signed by:  
  
DD778E73D4D34CE...  
\_\_\_\_\_  
Signature

8/8/2024  
\_\_\_\_\_  
Date

Neutron Holdings, Inc. dba Lime  
Name of Company



LIME + BLOOMINGTON

**ATTACHMENT A - SPECIAL EVENT AGREEMENT**

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


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

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

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

Holly Whited  
Printed Name

Regional General Manager  
Title

Signed by:  
  
DD778E73D4B34CF...  
Signature

8/8/2024  
Date







**City of Bloomington’s Board of Public Works**  
**Written Findings Denying Lime’s Shared-use**  
**Motorized Scooter License Application**

This matter is before the Board of Public Works (“BPW”) on the submittal of an application for shared-use motorized scooter license. The BPW received information regarding the application at its regular meeting on September 24, 2024.

The BPW now finds as follows:

1. Lime is a shared-use motorized scooter operator.
2. Lime submitted their shared-use motorized scooter license application to the City of Bloomington (“City”) on August 12, 2024.
3. On August 19, 2024, staff informed Lime of the City’s updated license requirements reflected in the BPW’s Resolution 24-065.
4. Lime has decided not to revise their application to incorporate the City’s updated requirements.
5. Specifically, Lime has:
  - a. Refused to provide a City address for their operational facility and complete inventory of all the equipment that will be deployed in the City, as required by Resolution 24-065 and Bloomington Municipal Code (“BMC”) 15.58.040(d)(1) and (5).
  - b. Refused to accept the City’s indemnification provisions as required by BMC 15.58.040(d)(9).
  - c. Refused to accept the City’s one-time license fee as required by BMC 15.58.040(c) and per trip licensing fee under Resolution 24-065.

d. Not acknowledged that at least 35% of their fleet will consist of e-bikes as required by Resolution 24-065.

After reviewing all of the evidence and testimony presented, the BPW hereby orders as follows:

1. Lime's shared-use motorized scooter operator license application is denied.

**So ordered this 24<sup>th</sup> day of September, 2024.**

---

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



## Board of Public Works Staff Report

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**Project/Event:** Change Order #1&2 Downtown Street Maintenance Project  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Jeremy Inman  
**Date:** September 17<sup>th</sup> 2024

---

**Report:** This project will resurface portions of downtown streets including College Avenue, Walnut Street, 4th Street, and 6th Street.

While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.

Change order 1 is for a downspout that was located after removing the sidewalk panels on the SE corner of 8<sup>th</sup> and College. The downspout will be rerouted to a sanitary structure on 8<sup>th</sup> Street.

Change order 2 College Ave in front of the Monroe County Justice Building between 7th and 8th Street, it was determined that when crews were doing full-depth pavement replacement, the soil wasn't suitable to maintain the strength needed for College Avenue. Unsuitable subgrade shall be undercut and replaced with compacted aggregate. In situ soils are heavy red clay so underdrains are required from STA 27+90R to STA 30+45R.

The contract price was \$1,997,075.00

Change order 1 amount from the relocation of the downspout is \$1037.40,

Changer order 2 amount for the underdrains and compacted aggregate \$36,549.47

Bringing the new contract price to \$2,034,661.87

# City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

## PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes    No

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

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

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Title

\_\_\_\_\_  
Department



Milestone Contractors, L.P.  
 4755 West Arlington Rd.  
 Bloomington, IN 47404  
 Phone: (812) 330-2037  
 Fax: (812) 330-2118

## PCO Pricing Sheet

Date: September 10, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 1

To: City of Bloomington  
 Attn: Mr. Jeremy Inman

Project: Bloomington Downtown

Description: Downspout

Est. No.

Ref:

Qty: 20.00 LF

**Labor:**

Total Labor Cost from Estimate Sheet: \$ 621.00

Labor Subtotal \$ 621.00

**Equipment:**

Total Equipment Cost from Estimate Sheet: \$ 97.00

Equipment Subtotal \$ 97.00

**Material:**

Total Material Cost from Estimate Sheet: \$ 200.00

Material Subtotal \$ 200.00

**Trucking**

Total Trucking cost from Attached Sheets: \$ -

Trucking Subtotal \$ -

**Subcontractor**

Total Trucking cost from Attached Sheets: \$ -

Subcontractor Subtotal \$ -

Subtotal \$ 918.00

Bond (.75% rate) 10% \$ 7.57

Labor Markup 10% \$ 62.10

Equipment Markup 10% \$ 9.73

Material Markup 10% \$ 20.00

Trucking Markup 10% \$ 20.00

Subcontract Markup 10% \$ -

**Total \$ 1,037.40**

**Unit Price \$ 51.87**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.  
 PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: September 10, 2024

Terms: Upon Receipt

Submitted By:

Dwight Cline

Approved By:

Printed:

Date

Date



# City of Bloomington, Indiana

## Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

---

<b>Description</b>	This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	09/10/2024
<b>Type</b>	Other
<b>Summary</b>	Downspouts reroute
<b>Change Order Description</b>	At the SE Corner of 8th and College, the downspout was located after the sidewalk was removed. These downspouts need to be rerouted to the sanitary structure.
<b>Awarded Project Amount</b>	\$1,997,075.00
<b>Authorized Project Amount</b>	\$1,997,075.00
<b>Change Order Amount</b>	\$1,037.40
<b>Revised Project Amount</b>	\$1,998,112.40



## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					

0080	719-05438	LFT	20.000	\$51.870	\$1,037.40
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PIPE, DRAIN. TILE TERMINAL SECTION, 4 IN.

**Reason:** The downspout was located after the sidewalk was removed. It was determined that the drain needs to be run to the sanitary structure.

Funding Details				
	Paving	20.000	\$51.870	\$1,037.40

1 item					Total: \$1,037.40
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## Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$445,436.00	\$0.00	\$445,436.00
Parking	\$59,150.00	\$59,150.00	\$0.00	\$59,150.00
Paving	\$1,492,489.00	\$1,492,489.00	\$1,037.40	\$1,493,526.40
3 fund packages	\$1,997,075.00	\$1,997,075.00	\$1,037.40	\$1,998,112.40

## Attachments

Document	Name	Description	Submission Date
CHANGE_ORDER_Downspout_9-10-24.pdf	CHANGE ORDER Downspout 9-10-24.pdf		09/10/2024 11:00 PM EDT

1 attachment

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

_____	_____	_____
Engineer	Contractor	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 Sheet

Date: September 11, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 1

To: City of Bloomington  
 Attn: Mr. Jeremy Inman

Project: Bloomington Downtown

Description: UNDERDRAIN

Est. No.

Ref:

Qty: 246.00 LF

**Labor:**

Total Labor Cost from Estimate Sheet: \$ 5,301.00

Labor Subtotal \$ 5,301.00

**Equipment:**

Total Equipment Cost from Estimate Sheet: \$ 1,738.00

Equipment Subtotal \$ 1,738.00

**Material:**

Total Material Cost from Estimate Sheet: \$ 1,100.00

Material Subtotal \$ 1,100.00

**Trucking**

Total Trucking cost from Attached Sheets: \$ 2,376.00

Trucking Subtotal \$ 2,376.00

**Subcontractor**

Total Trucking cost from Attached Sheets: \$ -

Subcontractor Subtotal \$ -

Subtotal \$ 10,515.00

Bond (.75% rate) 10% \$ 86.20

Labor Markup 10% \$ 530.10

Equipment Markup 10% \$ 173.80

Material Markup 10% \$ 110.00

Trucking Markup 10% \$ 110.00

Subcontract Markup 10% \$ -

**Total \$ 11,525.10**

**Unit Price \$ 46.85**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: September 11, 2024

Terms: Upon Receipt

Submitted By:

Dwight Cline

Approved By:

Printed:

Date

Date



# City of Bloomington, Indiana

## Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

---

<b>Description</b>	This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	09/17/2024
<b>Type</b>	Changed Conditions
<b>Summary</b>	Underdrain and subgrade treatment
<b>Change Order Description</b>	On College Ave in front of the Monroe County Justice Building between 7th and 8th Street, it was determined that when crews were doing full-depth pavement replacement, the soil wasn't suitable to maintain the strength needed for College Avenue. Unsuitable subgrade shall be undercut and replaced with compacted aggregate. In situ soils are heavy red clay so underdrains are required from STA 27+90R to STA 30+45R.
<b>Awarded Project Amount</b>	\$1,997,075.00
<b>Authorized Project Amount</b>	\$1,997,075.00
<b>Change Order Amount</b>	\$36,549.47
<b>Revised Project Amount</b>	\$2,033,624.47

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

**Section: 1 - Description**

0005	202-02278	LFT	\$5.000	1,781.000	\$8,905.00	246.000	\$1,230.00	2,027.000	\$10,135.00
CURB, CONCRETE, REMOVE									

**Reason:** Removal of curb to place underdrain.

Funding Details									
	Parking			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Paving			340.000	\$1,700.00	246.000	\$1,230.00	586.000	\$2,930.00
	Safety			1,441.000	\$7,205.00	0.000	\$0.00	1,441.000	\$7,205.00

0010	303-01180	TON	\$35.000	612.000	\$21,420.00	109.330	\$3,826.55	721.330	\$25,246.55
COMPACTED AGGREGATE NO. 53									

**Reason:** Removal of curb to place underdrain.

Funding Details									
	Parking			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Paving			612.000	\$21,420.00	109.330	\$3,826.55	721.330	\$25,246.55
	Safety			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0026	605-06120	LFT	\$70.000	2,178.000	\$152,460.00	246.000	\$17,220.00	2,424.000	\$169,680.00
CURB, CONCRETE									



Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

**Reason:** Removal of curb to place underdrain.

Funding Details						
Parking	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Paving	737.000	\$51,590.00	246.000	\$17,220.00	983.000	\$68,810.00
Safety	1,441.000	\$100,870.00	0.000	\$0.00	1,441.000	\$100,870.00
3 items	Totals	\$182,785.00		\$22,276.55		\$205,061.55

### New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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**Section: 1 - Description**

0090	715-05053	LFT	246.000	\$46.850	\$11,525.10
PIPE, UNDERDRAIN, OUTLET 6 IN.					

Funding Details			
Paving	246.000	\$46.850	\$11,525.10

0100	203-02020	CYS	41.000	\$67.020	\$2,747.82
EXCAVATION, UNCLASSIFIED					

Funding Details			
Paving	41.000	\$67.020	\$2,747.82

2 items					Total: \$14,272.92
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## Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$445,436.00	\$0.00	\$445,436.00
Parking	\$59,150.00	\$59,150.00	\$0.00	\$59,150.00
Paving	\$1,492,489.00	\$1,492,489.00	\$36,549.47	\$1,529,038.47
3 fund packages	\$1,997,075.00	\$1,997,075.00	\$36,549.47	\$2,033,624.47

## Attachments

Document	Name	Description	Submission Date
CHANGE_ORDER_ADDITIONAL_EXCAVATION_9_IN_9-11-24_1_.pdf	CHANGE ORDER ADDITIONAL EXCAVATION 9 IN 9-11-24 (1).pdf		09/17/2024 08:14 AM EDT
Change_Order_Form.pdf	Change Order Form.pdf		09/17/2024 08:12 AM EDT
CHANGE_ORDER_UNDERDRAIN_9-11-24.pdf	CHANGE ORDER UNDERDRAIN 9-11-24.pdf		09/17/2024 08:14 AM EDT
Field_Order_01__Undercut_and_Underdrain.pdf	Field Order 01, Undercut and Underdrain.pdf		09/17/2024 11:43 AM EDT
4 attachments			

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

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Board of Public Works

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Board of Public Works Staff Report

**Project/Event:** Flooring Replacement in Offices at Animal Care & Control

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** September 24, 2024

The flooring in the offices in the original section of Animal Care & Control is in need of replacement. It was determined by ACC and Facilities staff the a particular type of flooring, brand name ProtectAll, would be the best choice for flooring material. Four flooring contractors where contacted about submitting a price. Two of them where responsive. The quotes are as follows:

Bounds Flooring, Inc.	\$ 25,594.00
Floor Coverings International	\$ 26,606.00
Wylie's Floor Coverings	Unresponsive
CarpetsPlus Colortile	Unresponsive

Staff recommends awarding the contract for floor covering replacement to Bounds Flooring, Inc. for the amount of \$ 25,594.00.

Respectfully submitted,

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

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



## City of Bloomington Contract and Purchase Justification Form

Vendor:      Bounds Flooring, Inc.

Contract Amount: 25,594.00

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

**PURCHASE INFORMATION**

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

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

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

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

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

The flooring in the offices in the original section of Animal Care & Control is in need of replacement. It was determined by ACC and Facilities staff the a particular type of flooring, brand name ProtectAll, would be the best choice for flooring material. Four flooring contractors where contacted about submitting a price. Two of them where responsive. The quotes are as follows:

Bounds Flooring, Inc.    \$ 25,594.00  
 Floor Coverings International    \$ 26,606.00  
 Wylie's Floor Coverings    Unresponsive  
 CarpetsPlus Colortile    Unresponsive

\_\_\_\_\_  
J. D. Boruff

\_\_\_\_\_  
Facilities Director

\_\_\_\_\_  
Public Works

Print/Type Name

Print/Type Title

Department

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF  
PUBLIC WORKS, FACILITIES DIVISION AND  
BOUNDS FLOORING, INC.**

This Agreement by and between the City of Bloomington, Department of Public Works, Facilities Division through the Board of Public Works (the “Department”), and Bounds Flooring, Inc. (“Contractor”) is effective upon execution by both parties.

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: remove and dispose of existing flooring in offices; furnish all material and labor to install ProtectAll flooring in offices, which shall consist of approximately 800 square feet of flooring in total; furnish all material and labor to install cove base wherever new flooring is installed; and install transmission in doorways of offices receiving new flooring. These services will be performed at the Bloomington Animal Shelter for a set price of Twenty Five Thousand Five Hundred and Ninety Four Dollars (\$25,594.00). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J.D. Boruff, Facilities Director. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Five Thousand Five Hundred and Ninety Four Dollars (\$25,594.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jess Goodman, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2024. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000.

In addition, if the Contractor receives payment from the City of Bloomington, Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. Waiver** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 15. Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 16. Assignment** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. Governing Law and Venue** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

**Contractor:** Bounds Flooring, Inc., Attn: Matt McIntosh, 5005 N. State Rd. 37 Business, Bloomington, IN 47404.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25. Living Wage Ordinance** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and

up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

**CITY OF BLOOMINGTON**

**Bounds Flooring, Inc.**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Bounds Flooring, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_







## Board of Public Works Staff Report

<b>Project/Event:</b>	Sidewalk Improvement Plan for 2024
<b>Petitioner/Representative:</b>	Street Department
<b>Staff Representative:</b>	Joe Van Deventer
<b>Meeting Date:</b>	September 24, 2024

The Street Division Sidewalk Improvement Plan for 2024 includes repairs/replacement at the below locations. As funds allow, The City of Bloomington Public Works Department will continue to make reasonable efforts on improving connectivity of the sidewalk network, improving safety and mobility for sidewalk users throughout the City with the city council approved budget. The City maintains a geographic information system (GIS), to inventory infrastructure by using our asset management information and field assessments conducted by IMS (Infrastructure Management Services).

- 1. Trip Hazard Removal (Saw cutting): \$195,000**  
Contractor provides a saw cutting solution to remove sidewalk trip hazards on walkways.
  - St. James Woods, West Pointe, Peppergrass, Sherwood Oaks
- 2. ADA Installation ahead of scheduled 2024 paving: \$65,000**  
The City installs/repairs ADA ramps at intersections where none or non-compliant exist before resurfacing adjacent streets as part of the resurfacing project.
  - South Hampton, Gentry, 5<sup>th</sup> Street, Stonegate, Spicewood II, Hyde Park, McCartney Lane, Sussex Drive, Atwater, Countryside Ln, 2<sup>nd</sup> & Ballantine, 17<sup>th</sup> & Jackson, Sherwood Oaks, Spicewood, Pine Meadow & Pinehurst, Market Place, Maybury Mall, W 6<sup>th</sup> Street, Willows Ct, Kennedy Drive, Valleyview Dr, BriarCliff, E 13<sup>th</sup>, Blair, W 12<sup>th</sup>, W 13<sup>th</sup>, Union St.
- 3. Sidewalk Repair Contract: \$200,000**  
Contractor provides repair or replacement services for sidewalk and ADA ramps.
  - John Hinkle, St James Woods, 3348 S Rolling Oak Dr, S Ballantine, 604 W Dodds St, 4007 E Bennington Blvd, 3005-3009 S Olcott Blvd, Coriander Ct., 1115 E Wylie St, 3009 S Ramsey Dr.
- 4. Sidewalk Assistance Program: \$ 100,000**  
The City offers residents funding assistance in the amount of fifty percent (50%) of the costs for sidewalk repairs completed through the Sidewalk Repair Program.



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
Account <b>43430 - Animal Adoption Fees</b>				
Candace Coldiron	01-Medical Cost post adoption (per management)-canine-8/31		09/27/2024	40.00
	Account <b>43430 - Animal Adoption Fees</b> Totals	Invoice 1		<u>\$40.00</u>
<b>Account 52210 - Institutional Supplies</b>				
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food	BC 2024-026	09/27/2024	290.62
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription food	BC 2024-026	09/27/2024	10.56
3929 - IDEXX Laboratories, INC	01-FIV/FelV & Parvo Diagnostic Kits		09/27/2024	1,378.43
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding		09/27/2024	249.50
4633 - Midwest Veterinary Supply, INC	01-Sanitizer cleaner-Rescue Concentrate 55 gallon drum		09/27/2024	1,820.67
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)		09/27/2024	27.35
	Account <b>52210 - Institutional Supplies</b> Totals	Invoice 6		<u>\$3,777.13</u>
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-August 2024		09/18/2024	648.86
	Account <b>53530 - Water and Sewer</b> Totals	Invoice 1		<u>\$648.86</u>
<b>Account 53540 - Natural Gas</b>				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	01-ACC-gas bill 08/06/24-09/05/24		09/18/2024	379.40
	Account <b>53540 - Natural Gas</b> Totals	Invoice 1		<u>\$379.40</u>
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC (HFI)	01-SA- Labor/material-replace 2 ignition wires-incinerator-8/29	BC 2023-074	09/27/2024	716.30
1537 - Indiana Door & Hardware Specialties, INC	01-SA- Service call to repair front door-11/28/23	BC 2023-076	09/27/2024	180.00
392 - Koorsen Fire & Security, INC	01-SA-Fire alarm repair, pull station and service repair	BC 2023-089	09/27/2024	596.92
392 - Koorsen Fire & Security, INC	01-SA- Annual fire alarm base/cell monitoring 9/15/24-9/14/25	BC 2023-089	09/27/2024	600.00
392 - Koorsen Fire & Security, INC	01- SA - Internal Pipe 5-year investigation service plan	BC 2023-089	09/27/2024	510.00



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Account **53990 - Other Services and Charges**  
4045 - Datamars, INC

Account <b>53610 - Building Repairs</b> Totals	Invoice 5	<u>\$2,603.22</u>
01-Microchip Registrations (3)	09/27/2024	29.97

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$29.97</u>
Program <b>010000 - Main</b> Totals	Invoice 15	<u>\$7,478.58</u>

Program **010001 - Donations Over \$5K**  
Account **53130 - Medical**  
6529 - BloomingPaws, LLC  
3376 - Bloomington Pets Alive, INC

01-Heartworm Treatment-Kitty	09/27/2024	142.68
01-spay/neuter surgeries -8/19-8/27/24	09/27/2024	6,413.63

Account <b>53130 - Medical</b> Totals	Invoice 2	<u>\$6,556.31</u>
Program <b>010001 - Donations Over \$5K</b> Totals	Invoice 2	<u>\$6,556.31</u>
Department <b>01 - Animal Shelter</b> Totals	Invoice 17	<u>\$14,034.89</u>

Department **03 - City Clerk**  
Program **030000 - Main**  
Account **52110 - Office Supplies**  
6530 - Office Depot, INC  
6530 - Office Depot, INC

03-labels	09/27/2024	9.18
03-gel pens	09/27/2024	27.39

Account <b>52110 - Office Supplies</b> Totals	Invoice 2	<u>\$36.57</u>
Program <b>030000 - Main</b> Totals	Invoice 2	<u>\$36.57</u>
Department <b>03 - City Clerk</b> Totals	Invoice 2	<u>\$36.57</u>

Department **04 - Economic & Sustainable Dev**  
Program **040000 - Main**  
Account **52420 - Other Supplies**  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

04-Montana Black 400ml Complete Artist Set of 24 Aerosol Spray	09/27/2024	532.92
Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$532.92</u>

Account **53320 - Advertising**  
905 - Convention And Visitors Bureau Of Monroe County

04-2025 Visitor Guide Ad	09/27/2024	1,000.00
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Account <b>53320 - Advertising</b> Totals	Invoice 1	<u>\$1,000.00</u>
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Account **53970 - Mayor's Promotion of Business**  
7545 - Big Boy's Moving LLC (BBM Services)

04-Public Art Mural Prime Painting Prep 09/09/24	09/27/2024	1,975.00
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# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

205 - City Of Bloomington	04-Sponsorship for 2024 Black y Brown Arts Festival	09/27/2024	5,000.00
	Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 2	\$6,975.00
Account <b>53990 - Other Services and Charges</b>			
8887 - PowerWasher Plus LLC	04-Public Art Mural Power Washing Prep	09/27/2024	750.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$750.00
	Program <b>040000 - Main</b> Totals	Invoice 5	\$9,257.92
Program <b>04CRED - ESD CRED</b>			
Account <b>53960 - Grants</b>			
205 - City Of Bloomington	04Stay Cool Bloomington Day Bryan 07/30/24-08/25/24	09/27/2024	9,246.00
205 - City Of Bloomington	04-Stay Cool Bloomington Day Mills 07/30/24-08/01/24	09/27/2024	1,506.00
8489 - MPI Solar, LLC	04-SEEL Solar Addendum for B-Tech, LLC	09/27/2024	25,000.00
	Account <b>53960 - Grants</b> Totals	Invoice 3	\$35,752.00
	Program <b>04CRED - ESD CRED</b> Totals	Invoice 3	\$35,752.00
Program <b>04TECH - Trades Tech Center</b>			
Account <b>53990 - Other Services and Charges</b>			
3909 - Applied Engineering Services, INC	04-Trades District Tech Center through 08/16/24	09/27/2024	2,100.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$2,100.00
	Program <b>04TECH - Trades Tech Center</b> Totals	Invoice 1	\$2,100.00
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 9	\$47,109.92
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
371 - Pitney Bowes, INC	06- Red Ink and sealing solution for Postage Machine	09/27/2024	342.69
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$342.69
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
9169 - Baker Tilly US, LLP	06-Services for 2023 Annual report, and bank reconciliation-6/26	09/27/2024	3,450.00
50587 - Barnes & Thornburg LLP	06-ARPA compliance services for OOTC - July 2024	09/27/2024	6,017.50
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 2	\$9,467.50
Account <b>53320 - Advertising</b>			



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

9241 - Gannett Media Corp (Gannett Indiana/Kentucky)

Account **53990 - Other Services and Charges**

5648 - Reedy Financial Group, PC

5648 - Reedy Financial Group, PC

Department **07 - Engineering**

Program **070000 - Main**

Account **53990 - Other Services and Charges**

11272 - Patriot Engineering And Enviromental, INC

Department **09 - CFRD**

Program **090000 - Main**

Account **53310 - Printing**

3892 - Midwest Color Printing, INC

Department **10 - Legal**

Program **100000 - Main**

Account **52420 - Other Supplies**

6530 - Office Depot, INC

6530 - Office Depot, INC

Account **53160 - Instruction**

7152 - Larry D Allen

06-Add'tl Appropriations Public Notices-8/23-8/26	09/27/2024	80.00
Account <b>53320 - Advertising</b> Totals	Invoice 1	\$80.00
06-Financial Plan Consulting-billing through 8/31/2024	09/27/2024	18,155.84
06-TIF Financial Plan Consulting-billing through 8/31/2024	09/27/2024	7,445.15
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$25,600.99
Program <b>060000 - Main</b> Totals	Invoice 6	\$35,491.18
Department <b>06 - Controller's Office</b> Totals	Invoice 6	\$35,491.18
07 - Geotechnical Services -serv thru 08/17/24	BC 2023-107 09/27/2024	232.75
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$232.75
Program <b>070000 - Main</b> Totals	Invoice 1	\$232.75
Department <b>07 - Engineering</b> Totals	Invoice 1	\$232.75
09-Shaylin Lazar Business Cards-After Hours Ambassador Program	09/27/2024	69.58
Account <b>53310 - Printing</b> Totals	Invoice 1	\$69.58
Program <b>090000 - Main</b> Totals	Invoice 1	\$69.58
Department <b>09 - CFRD</b> Totals	Invoice 1	\$69.58
10- Paper Towels	09/27/2024	45.98
10-Paper Towels	09/27/2024	45.98
Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$91.96
10-National Association of Bond Lawyers workshop-9/18-9/20	09/27/2024	1,095.00



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Account **53310 - Printing**  
3892 - Midwest Color Printing, INC

Account <b>53160 - Instruction</b> Totals	Invoice 1	\$1,095.00
	..	
10-250 Business Cards - Pratt and Kassamanian	09/27/2024	132.49

Department **11 - Mayor's Office**  
Program **110000 - Main**  
Account **52420 - Other Supplies**  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
3892 - Midwest Color Printing, INC  
3892 - Midwest Color Printing, INC

Account <b>53310 - Printing</b> Totals	Invoice 1	\$132.49
	..	
Program <b>100000 - Main</b> Totals	Invoice 4	\$1,319.45
	..	
Department <b>10 - Legal</b> Totals	Invoice 4	\$1,319.45
	..	
11-Robert's Rule Of Order Books for Taylor	09/27/2024	21.58
11-Folders for Proclamations	09/27/2024	29.99
11-250 business cards T. Brown & A. Rosenberger	09/27/2024	116.94
11-250 Business Cards for Margaret VanSchaik	09/27/2024	89.58

Account **53230 - Travel**  
9136 - Gretchen C Knapp

Department **12 - Human Resources**  
Program **120000 - Main**  
Account **52420 - Other Supplies**  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

Account <b>52420 - Other Supplies</b> Totals	Invoice 4	\$258.09
	..	
11-Travel reimb-Big 10 meeting-Ann Arbor, MI-7/24-7/26	09/27/2024	504.87
Account <b>53230 - Travel</b> Totals	Invoice 1	\$504.87
	..	
Program <b>110000 - Main</b> Totals	Invoice 5	\$762.96
	..	
Department <b>11 - Mayor's Office</b> Totals	Invoice 5	\$762.96
	..	
12- K. Scales Logitech Wireless Mouse	09/27/2024	27.99

Account **53160 - Instruction**  
5444 - Tyler Technologies, INC

Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$27.99
	..	
12- ITS Open Enrollment Trainings-8/27 & 8/30/24	09/27/2024	612.50

Account **53990 - Other Services and Charges**  
8882 - Employers Choice Online INC

Account <b>53160 - Instruction</b> Totals	Invoice 1	\$612.50
	..	
12-background checks City (17)	09/27/2024	629.44



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

3892 - Midwest Color Printing, INC

12- Steve Johnson 250 Business Cards 09/27/2024 69.58

3892 - Midwest Color Printing, INC

12- H Kanyi 250 Business Cards 09/27/2024 66.25

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	\$765.27
Program <b>120000 - Main</b> Totals	Invoice 5	\$1,405.76
Department <b>12 - Human Resources</b> Totals	Invoice 5	\$1,405.76

Department **13 - Planning**  
 Program **130000 - Main**  
 Account **43120 - Inspection Fees**  
 Alphaphi

13-Charged twice for occupancy inspection-908 E 3rd St 09/27/2024 100.00

Account **43120 - Inspection Fees** Totals Invoice 1 \$100.00

Account **52420 - Other Supplies**  
 5099 - Office Three Sixty, INC

13- 11X17 copy paper 09/27/2024 56.94

Account **52420 - Other Supplies** Totals Invoice 1 \$56.94

Account **53230 - Travel**  
 9462 - David Hittle

13-travel reimb-Big Ten City Leaders Conf.-Ann Arbor-7/24-7/26 09/27/2024 680.78

Account **53230 - Travel** Totals Invoice 1 \$680.78

Account **53310 - Printing**  
 3892 - Midwest Color Printing, INC

13- 250 Business Cards for Director David Hittle 09/27/2024 69.58

Account **53310 - Printing** Totals Invoice 1 \$69.58

Account **53320 - Advertising**  
 9241 - Gannett Media Corp (Gannett Indiana/Kentucky)

3- Legal Publication for Plan Commission - ZO-30-24 09/27/2024 63.00

Account **53320 - Advertising** Totals Invoice 1 \$63.00

Account **53910 - Dues and Subscriptions**  
 6891 - Gatehouse Media Indiana Holdings-Paper Subsc only

13- Herald Times Renewal Subscription-12 months 09/27/2024 298.00

Account **53910 - Dues and Subscriptions** Totals Invoice 1 \$298.00

Program **130000 - Main** Totals Invoice 6 \$1,268.30

Department **13 - Planning** Totals Invoice 6 \$1,268.30

Department **19 - Facilities Maintenance**  
 Program **190000 - Main**  
 Account **52310 - Building Materials and Supplies**





# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

293 - J&S Locksmith Shop, INC	19- Chain for chainsaw - Facilities	09/27/2024	23.50
Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice 1	<u>\$23.50</u>
Account <b>52430 - Uniforms and Tools</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - stamp kit to label keys	09/27/2024	13.98
4574 - John Deere Financial f.s.b. (Rural King)	19-Powertrain sport drinks For Brighten B-Town	09/27/2024	74.95
4574 - John Deere Financial f.s.b. (Rural King)	19- Water For Brighten B-Town -4 cases	09/27/2024	11.56
19171 - Vestis Group, INC (FKA Aramark)	19- Uniforms pants for R Flake - 8/29/24	09/27/2024	14.20
19171 - Vestis Group, INC (FKA Aramark)	19- Uniform pants for R. Flake - 9/5/24	09/27/2024	14.20
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 5	<u>\$128.89</u>
Account <b>53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - August 2024	09/18/2024	1,623.93
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-August 2024	09/18/2024	16.16
Account <b>53530 - Water and Sewer</b> Totals		Invoice 2	<u>\$1,640.09</u>
Account <b>53610 - Building Repairs</b>			
321 - Harrell Fish, INC (HFI)	19-SA City Hall fluid cooler spray pump replacement- 8/1 BC 2023-074	09/27/2024	15,075.00
321 - Harrell Fish, INC (HFI)	19 - SA City Hall repair condensate line-Facilities office- 8/1 BC 2023-074	09/27/2024	340.88
9300 - Huston Electric Holding CORP (Cassady Electric)	19 - SA City Hall repair circuit in cubicles-HAND office- 7/29 BC 2023-068	09/27/2024	855.00
393 - Kone INC	19 - SA City Hall elevator maintenance Sept 2024 BC 2023-101	09/27/2024	387.62
392 - Koorsen Fire & Security, INC	19-SA-CH Annual Cell/Net/Base monitoring -9/15/24-9/14/25 BC 2023-089	09/27/2024	600.00
7402 - Nature's Way, INC	19- Monthly Plant Maintenance @ City Hall-9/1/24 BC 2023-102	09/27/2024	371.10
6688 - SSW Enterprises, LLC (Office Pride)	19-August 2024 Cleaning Services for Animal Care & Control	09/27/2024	1,454.05
6688 - SSW Enterprises, LLC (Office Pride)	19-August 2024 Cleaning Services for City Hall	09/27/2024	14,308.80
6688 - SSW Enterprises, LLC (Office Pride)	19-August 2024 Cleaning Services for Fleet Maint. Garage	09/27/2024	1,123.98
6688 - SSW Enterprises, LLC (Office Pride)	19-August 2024 Cleaning Services for Sanitation Garage	09/27/2024	840.48



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

6688 - SSW Enterprises, LLC (Office Pride)

19-August 2024 Cleaning Services for Street & Traffic 09/27/2024 1,745.92

Account **53610 - Building Repairs** Totals Invoice 11 \$37,102.83

Account **53990 - Other Services and Charges**

9241 - Gannett Media Corp (Gannett Indiana/Kentucky)

19 - Newspaper listing for custodial RFP-July 2024 09/27/2024 114.76

Account **53990 - Other Services and Charges** Totals Invoice 1 \$114.76

Program **190000 - Main** Totals Invoice 20 \$39,010.07

Department **19 - Facilities Maintenance** Totals Invoice 20 \$39,010.07

Department **20 - Street**

Program **20CRED - STREET CRED**

Account **54510 - Other Capital Outlays**

603 - Traffic Control Corporation

20-36 PED Pushbuttons for 5 Intersections 09/27/2024 21,600.00

Account **54510 - Other Capital Outlays** Totals Invoice 1 \$21,600.00

Program **20CRED - STREET CRED** Totals Invoice 1 \$21,600.00

Department **20 - Street** Totals Invoice 1 \$21,600.00

Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

28-GIS Desk Mat & Cables 09/27/2024 105.40

6792 - VARI Sales Corporation

28-Desk for Charlie Moore 09/27/2024 765.00

Account **52420 - Other Supplies** Totals Invoice 2 \$870.40

Account **53640 - Hardware and Software Maintenance**

3989 - Ricoh USA, INC

28- City Civil Printer/Copier Maintenance 05/17/24-06/16/24 09/27/2024 2,287.71

3989 - Ricoh USA, INC

28- City Civil Printer/Copier Maintenance 05/17/24-06/16/24 09/27/2024 245.98

3989 - Ricoh USA, INC

28- City Civil Printer/Copier Maintenance 07/01/24-07/31/24 09/27/2024 29.75

3989 - Ricoh USA, INC

28- City Civil Printer/Copier Maintenance 07/01/24-07/31/24 09/27/2024 43.28

3989 - Ricoh USA, INC

28- City Civil Printer/Copier Maintenance 07/17/24-08/16/24 09/27/2024 244.49

3989 - Ricoh USA, INC

28- City Civil Printer/Copier Maintenance 07/17/24-08/16/24 09/27/2024 3,444.41



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

8750 - Service Express, INC	28-Maintenance For Legacy Switches-City-10/1-12/31/24	09/27/2024	1,077.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 7	<u>\$7,372.62</u>
Account <b>53910 - Dues and Subscriptions</b>			
7344 - Periodic INC	28-Online Booking Subscriptions 2024 Aug Overages	09/27/2024	140.50
8441 - Promevo Holdings, INC (Promevo, LLC)	28- Google Enterprise 07/01/24-07/31/24	09/27/2024	142.80
8441 - Promevo Holdings, INC (Promevo, LLC)	28- Google Enterprise 08/01/24-08/31/24	09/27/2024	142.80
8441 - Promevo Holdings, INC (Promevo, LLC)	28-Google Voice License 08-01/24-08/31/24	09/27/2024	72.36
8441 - Promevo Holdings, INC (Promevo, LLC)	28- Google Enterprise 09/04/24-01/25/25	09/27/2024	355.05
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 5	<u>\$853.51</u>
Program <b>280000 - Main</b> Totals		Invoice 14	<u>\$9,096.53</u>
Department <b>28 - ITS</b> Totals		Invoice 14	<u>\$9,096.53</u>
Fund <b>101 - General Fund (S0101)</b> Totals		Invoice 91	<u>\$171,437.96</u>
Fund <b>103 - Restricted Donations(ord 05-17)</b>			
Department <b>06 - Controller's Office</b>			
Program <b>400101 - Animal Medical Services</b>			
Account <b>53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-Exams & diagnositcs-Hazel	09/27/2024	382.20
6529 - BloomingPaws, LLC	01-Dental Surgery-Layla	09/27/2024	680.56
6529 - BloomingPaws, LLC	01-Dental Surgery-Thistle	09/27/2024	389.92
6529 - BloomingPaws, LLC	01-Exam-Lando	09/27/2024	141.92
6529 - BloomingPaws, LLC	01-Exam-Padme	09/27/2024	133.92
6529 - BloomingPaws, LLC	01-Spay/Neuter rabbit-Birdie	09/27/2024	150.80
3929 - IDEXX Laboratories, INC	01-Fecal & bloodwork	09/27/2024	502.98
175 - Monroe County Humane Association, INC	01-Vet Exam & spay/neuter surgeries-8/13 & 9/3/24	09/27/2024	1,052.00
Account <b>53130 - Medical</b> Totals		Invoice 8	<u>\$3,434.30</u>
Program <b>400101 - Animal Medical Services</b> Totals		Invoice 8	<u>\$3,434.30</u>



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Program **400102 - Animal Supplies**  
Account **52210 - Institutional Supplies**

4633 - Midwest Veterinary Supply, INC	01-Ringworm treatments, fluids, needles, pain management	09/27/2024	706.73
4633 - Midwest Veterinary Supply, INC	01-Fluids	09/27/2024	83.31
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)	09/27/2024	27.35
4633 - Midwest Veterinary Supply, INC	01-Beneficial stomach bacteria	09/27/2024	11.95
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, ear cleaner	09/27/2024	74.00
4633 - Midwest Veterinary Supply, INC	01-Antibiotics	09/27/2024	22.96
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 6	<u>\$926.30</u>
Program <b>400102 - Animal Supplies</b> Totals		Invoice 6	<u>\$926.30</u>

Program **400803 - Fire 1st Aid Certification Class**  
Account **47050 - Donations**

9300 - Huston Electric Holding CORP (Cassady Electric)	06-Reimbursement for check made to COB erroneously	09/27/2024	750.00
Account <b>47050 - Donations</b> Totals		Invoice 1	<u>\$750.00</u>
Program <b>400803 - Fire 1st Aid Certification Class</b> Totals		Invoice 1	<u>\$750.00</u>
Department <b>06 - Controller's Office</b> Totals		Invoice 15	<u>\$5,110.60</u>
Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals		Invoice 15	<u>\$5,110.60</u>

Fund **153 - LIT – Economic Development**  
Department **04 - Economic & Sustainable Dev**  
Program **040000 - Main**  
Account **53960 - Grants**

4505 - Bicycle Garage, INC	04-Loft Go! 7D Step thru US M Match Green bike	09/27/2024	1,599.99
9359 - Herron Contracting LLC	04-AC Installation Services, site inspection, AC unit cost	09/27/2024	516.33
9359 - Herron Contracting LLC	04-AC Installation Services, site inspection addition of wood pa	09/27/2024	645.89
9425 - Ursula M Kuhar	04-Art Workshop Panelist and Lecturer 09/10/24	09/27/2024	500.00
8489 - MPI Solar, LLC	04- SEEL Solar Addendum for Amethyst House, Inc.	09/27/2024	25,000.00
9420 - Suzanne Ryan-Melamed	04-Art Workshop Panelist and Lecturer	09/27/2024	250.00



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

4583 - Jean B Smiths (Bikesmiths)	04-Tire Repair of City Bike		09/27/2024	18.00
8448 - TEN31 Marketing LLC	04-Marketing Services for Go Bloomington August 2024		09/27/2024	6,975.00
	Account <b>53960 - Grants</b> Totals	Invoice 8		<u>\$35,505.21</u>
	Program <b>040000 - Main</b> Totals	Invoice 8		<u>\$35,505.21</u>
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 8		<u>\$35,505.21</u>
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
19660 - Bose McKinney & Evans, LLP	12-employment law consultation-May 2024		09/27/2024	2,160.00
9463 - Ashley Sparks	12-A Sparks Educational Reimbursement-Summer 2024		09/27/2024	2,500.00
9211 - Amber N Stewart	12-A Stewart Educational Reimbursement		09/27/2024	1,139.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3		<u>\$5,799.00</u>
	Program <b>120000 - Main</b> Totals	Invoice 3		<u>\$5,799.00</u>
	Department <b>12 - Human Resources</b> Totals	Invoice 3		<u>\$5,799.00</u>
Department <b>19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
9281 - Jack Henry Bryant (H and K Maintenance LLC)	19-SA-Mowiiing for PW properties-August 2024	BC 2024-036	09/27/2024	1,885.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	19-SA-Mowing for PW properties-July 2024	BC 2024-036	09/27/2024	2,095.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2		<u>\$3,980.00</u>
	Program <b>190000 - Main</b> Totals	Invoice 2		<u>\$3,980.00</u>
	Department <b>19 - Facilities Maintenance</b> Totals	Invoice 2		<u>\$3,980.00</u>
	Fund <b>153 - LIT – Economic Development</b> Totals	Invoice 13		<u>\$45,284.21</u>
Fund <b>160 - IFA CoronaVirus Relief Fnd21.019</b>				
Department <b>06 - Controller's Office</b>				
Program <b>G20018 - IFA Corona Virus Relief Fund</b>				
Account <b>53990 - Other Services and Charges</b>				
250 - Crowe LLP	12 - Classification and Compensation Study 2023 - August 2024		09/27/2024	1,677.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1		<u>\$1,677.00</u>



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Program <b>G20018 - IFA Corona Virus Relief Fund</b> Totals	Invoice 1	\$1,677.00
Department <b>06 - Controller's Office</b> Totals	Invoice 1	\$1,677.00
Fund <b>160 - IFA CoronaVirus Relief Fnd21.019</b> Totals	Invoice 1	\$1,677.00
Fund <b>249 - Grants Non Approp</b>		
Department <b>04 - Economic &amp; Sustainable Dev</b>		
Program <b>G22008 - 2021 to 2024 Brownfield</b>		
Account <b>53990 - Other Services and Charges</b>		
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant-Suppl. Prog Mgment- thru 08/31/24	990.00
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant-Switchyard ERC thru 08/31/24	1,497.00
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant-Hospital Parcel C-D PH II thru 08/31/24	1,675.52
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant-413 W 2nd St PH II thru 08/31/24	8,655.72
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant-216 S. College PH II thru 08/31/24	4,814.55
4571 - BCA Environmental Consultants, LLC	04-EPA Brownfield Grant-Supp Brownfield Inv thru 08/31/24	1,890.00
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 6	\$19,522.79
Program <b>G22008 - 2021 to 2024 Brownfield</b> Totals	Invoice 6	\$19,522.79
Program <b>G23001 - 2023 Duke Energy Arts</b>		
Account <b>53960 - Grants</b>		
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Acrylic Paint Markers for Duke Mural	25.98
5936 - Emily Wilson Gillespie	04-Creation of Design for Duke Mural 08/26/24	1,500.00
4443 - The Sherwin Williams Company	04: Paint Supplies for Duke Mural	1,149.88
	Account <b>53960 - Grants</b> Totals	\$2,675.86
	Program <b>G23001 - 2023 Duke Energy Arts</b> Totals	\$2,675.86
Program <b>G24006 - 2024 Economic Devel Adj Assist</b>		
Account <b>53960 - Grants</b>		
3885 - Building Associates, INC	04-Trades District Tech Center-App 10 (Inv #14968)	542,223.18
	Account <b>53960 - Grants</b> Totals	\$542,223.18
Program <b>G24006 - 2024 Economic Devel Adj Assist</b> Totals	Invoice 1	\$542,223.18
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 10	\$564,421.83



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Fund 249 - Grants Non Approp Totals		Invoice 10	\$564,421.83
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090016 - Com Serv - Safe & Civil			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	09-Black y Brown 2024-Decor and Branded Give-Aways	09/27/2024	153.86
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	09-Prizes for Youth Summits 2024-Tech, Art, Sports, Ed Supplies	09/27/2024	1,278.60
Account 52420 - Other Supplies Totals		Invoice 2	\$1,432.46
Program 090016 - Com Serv - Safe & Civil Totals		Invoice 2	\$1,432.46
Department 09 - CFRD Totals		Invoice 2	\$1,432.46
Fund 312 - Community Services Totals		Invoice 2	\$1,432.46
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53640 - Hardware and Software Maintenance			
902 - Indiana Underground Plant Protection Service, INC	28-BDU 811 Line Location Service August 2024	09/27/2024	490.20
13482 - Northern Lights Locating & Inspection, INC	28-BDU Line Locates/Emergency Call Fees Aug 2024-incl over annua	09/27/2024	8,100.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2	\$8,590.20
Program 254000 - Infrastructure Totals		Invoice 2	\$8,590.20
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-09/21-10/20/24	09/18/2024	169.87
Account 53150 - Communications Contract Totals		Invoice 1	\$169.87
Account 54450 - Equipment			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Ipad cases and pens for ITS loaners	09/27/2024	196.65
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-CAPR ITS Monitor Cables	09/27/2024	27.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-CAPR ITS Monitor Cables	09/27/2024	27.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-IU Data Center & Trades Server Cables	09/27/2024	1,166.08
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Ipad cases and pens for ITS loaners	09/27/2024	152.94



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Fund **450 - Local Road and Street(S0706)**  
 Department **20 - Street**  
 Program **200000 - Main**  
 Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Street Light (Misc Lights)-07/27/24-09/04/24	1,358.69
223 - Duke Energy	02-Street Light (Misc Lights)-07/27/24-09/03/24	7,759.57
223 - Duke Energy	02-Street Light (Misc Lights)-07/27/24-09/03/24	978.50
223 - Duke Energy	02-Street Light (Misc Lights)-07/27/24-09/03/24	1,213.58
223 - Duke Energy	02-Street Light (Misc Lights)-07/27/24-09/11/24	1,340.22
223 - Duke Energy	02-Traffic Signals-07/25/24-09/04/24	986.82
223 - Duke Energy	02-Traffic Signals-07/26/24-09/04/24	832.82
223 - Duke Energy	02-Traffic Signals-07/30/24-09/04/24	888.97
223 - Duke Energy	02-Traffic Signals-07/24/24-09/09/24	851.64
223 - Duke Energy	02-Street Light (Misc Lights)-07/27/24-08/28/24	20,292.37
223 - Duke Energy	02-Street Light (Misc Lights)-07/30/24-09/03/24	3,784.69
Account <b>53520 - Street Lights / Traffic Signals</b> Totals		Invoice 11 <u>\$40,287.87</u>
Program <b>200000 - Main</b> Totals		Invoice 11 <u>\$40,287.87</u>
Department <b>20 - Street</b> Totals		Invoice 11 <u>\$40,287.87</u>
Fund <b>450 - Local Road and Street(S0706)</b> Totals		Invoice 11 <u>\$40,287.87</u>

Fund **451 - Motor Vehicle Highway(S0708)**  
 Department **20 - Street**  
 Program **200000 - Main**  
 Account **52210 - Institutional Supplies**





# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

313 - Fastenal Company	20-Safety Supplies for Crews-gloves, vests, paint	09/27/2024	349.28
313 - Fastenal Company	20-Safety Supplies for Crews-earplugs, gloves, vests	09/27/2024	307.99
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 2	\$657.27
<b>Account 52340 - Other Repairs and Maintenance</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Deburring Tool for traffic signs	09/27/2024	15.95
4519 - Osburn Associates, INC	20-Street signs for Countryside Lane Project	09/27/2024	391.51
480 - Proveli, LLC ( Hall Signs, INC)	20-Sign supply (nuts, bolts,washers) for sign installation	09/27/2024	1,077.00
480 - Proveli, LLC ( Hall Signs, INC)	20-Sign mateials (Ultra Lok Crosses & Caps)	09/27/2024	1,279.50
<b>Account 52340 - Other Repairs and Maintenance Totals</b>		Invoice 4	\$2,763.96
<b>Account 52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	20-AAA Batteries for Kirkwood Street Light Timers	09/27/2024	13.98
4574 - John Deere Financial f.s.b. (Rural King)	20-Sprayer, 2 gal (7) & side wide jack for paving crew	09/27/2024	174.92
4574 - John Deere Financial f.s.b. (Rural King)	20-PVC boots & straw bales for sidewalk crews	09/27/2024	135.86
8658 - Kleindorfer's Hardware LLC	20-Brass 90 St for Tack wagon	09/27/2024	5.99
8658 - Kleindorfer's Hardware LLC	20-(2) 3m tape	09/27/2024	15.38
8658 - Kleindorfer's Hardware LLC	20-Hammer Handle for Signs Crew	09/27/2024	14.29
4519 - Osburn Associates, INC	20-Safety mesh signs & stands for crews	09/27/2024	3,305.00
4519 - Osburn Associates, INC	20-Safety mesh signs & stands for crews	09/27/2024	2,810.60
7516 - Quality Supply & Tool Co INC	20-Concrete Tools (Placer, Edger,Broom Adap, Groover)	09/27/2024	315.49
786 - Richard's Small Engine, INC	20-Supplies for tree crew (helmet, bar oil, chainsaw mix	09/27/2024	62.33
<b>Account 52420 - Other Supplies Totals</b>		Invoice 10	\$6,853.84
<b>Account 53130 - Medical</b>			
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen D. Akers 08/13/24	09/27/2024	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen D. Bitner 08/13/24	09/27/2024	50.00



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Account **53150 - Communications Contract**  
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

Account <b>53130 - Medical</b> Totals	Invoice 2	\$100.00
20-Two-way radio services for crews 09/01/24-09/30/24	09/27/2024	2,321.25
Account <b>53150 - Communications Contract</b> Totals	Invoice 1	\$2,321.25

Account **53250 - Pagers**  
332 - Indiana Paging Network, INC

20-Pagers for Snow Control Crews October 2024	09/27/2024	158.95
Account <b>53250 - Pagers</b> Totals	Invoice 1	\$158.95

Account **53530 - Water and Sewer**  
208 - City Of Bloomington Utilities

20-Traffic Bldg-water/sewer bill-August 2024	09/18/2024	53.86
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208 - City Of Bloomington Utilities

20-Street Dept-water/sewer bill-August 2024	09/18/2024	297.66
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208 - City Of Bloomington Utilities

20-Street Dept-fire hydrant-water/sewer bill-August 2024	09/18/2024	47.22
Account <b>53530 - Water and Sewer</b> Totals	Invoice 3	\$398.74

Account **53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Traffic bldg-gas bill 08/07/24-09/06/24	09/18/2024	21.76
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222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Street bldg-gas bill 08/07/24-09/06/24	09/18/2024	20.68
Account <b>53540 - Natural Gas</b> Totals	Invoice 2	\$42.44

Account **53610 - Building Repairs**

1537 - Indiana Door & Hardware Specialties, INC

20-SA-New lockset on new door installed	BC 2023-076 09/27/2024	356.00
Account <b>53610 - Building Repairs</b> Totals	Invoice 1	\$356.00

Account **53630 - Machinery and Equipment Repairs**

2974 - MacAllister Machinery Co, INC

20-Contract milling machine repairs-8/5/24	09/27/2024	2,062.61
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786 - Richard's Small Engine, INC

20-Repair of Husq T540XP Chainsaw	09/27/2024	182.48
Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice 2	\$2,245.09

Account **53920 - Laundry and Other Sanitation Services**

19171 - Vestis Group, INC (FKA Aramark)

20-uniform rental (minus payroll ded)-8/28/24	09/27/2024	9.01
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19171 - Vestis Group, INC (FKA Aramark)

20-mat/towel service-8/28/24	09/27/2024	42.50
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19171 - Vestis Group, INC (FKA Aramark)

20-uniform rental (minus payroll ded)-9/4/24	09/27/2024	9.01
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# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

19171 - Vestis Group, INC (FKA Aramark)	20-mat/towel service-9/4/24	09/27/2024	42.50
19171 - Vestis Group, INC (FKA Aramark)	20-uniform rental (minus payroll ded)-9/11/24	09/27/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	20-mat/towel service-9/11/24	09/27/2024	42.50
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 6	<u>\$154.53</u>
Account <b>53990 - Other Services and Charges</b>			
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Ticket Services (1,084) for August 2024	09/27/2024	1,029.80
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pump Salt Water Collection Tanks 08/21/24	09/27/2024	225.00
351 - Young Trucking, INC	20-Triaxle long top soil-sidewalk projects - load/delivery-8/21	09/27/2024	400.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 3	<u>\$1,654.80</u>
Program <b>200000 - Main</b> Totals		Invoice 37	<u>\$17,706.87</u>
Department <b>20 - Street</b> Totals		Invoice 37	<u>\$17,706.87</u>
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Invoice 37	<u>\$17,706.87</u>
Fund <b>452 - Parking Facilities(S9502)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52210 - Institutional Supplies</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-trash bags, flower watering cans, gloves,air freshner	09/27/2024	129.14
293 - J&S Locksmith Shop, INC	26- fuel for leaf blower for all garages	09/27/2024	69.98
6172 - The Tamis Corporation	26- drum barricades for all garages to close lanes	09/27/2024	448.96
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 3	<u>\$648.08</u>
Account <b>52310 - Building Materials and Supplies</b>			
8658 - Kleindorfer's Hardware LLC	26-ADA blue striping paint, glade, toilet brush	09/27/2024	34.54
8658 - Kleindorfer's Hardware LLC	26-Work Gloves for new Employees	09/27/2024	21.49
8658 - Kleindorfer's Hardware LLC	26-Armor All wipes for both Garage Vehicles	09/27/2024	6.49
8658 - Kleindorfer's Hardware LLC	26-Bleach to remove urine odors in teh garages	09/27/2024	13.49
Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice 4	<u>\$76.01</u>
Account <b>52430 - Uniforms and Tools</b>			



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-New garage employees winter uniforms-8/20/24		09/27/2024	1,171.73
	Account <b>52430 - Uniforms and Tools</b> Totals	--	Invoice 1	<u>\$1,171.73</u>
Account <b>53510 - Electrical Services</b>				
223 - Duke Energy	26-320 S. College Ave - 08/02/24-09/03/24		09/18/2024	282.13
	Account <b>53510 - Electrical Services</b> Totals	--	Invoice 1	<u>\$282.13</u>
Account <b>53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-August 2024		09/18/2024	57.56
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th Street water/sewer - August 2024		09/18/2024	151.01
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill - August 2024		09/18/2024	170.95
	Account <b>53530 - Water and Sewer</b> Totals	--	Invoice 3	<u>\$379.52</u>
Account <b>53540 - Natural Gas</b>				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 08/03/24-09/04/24		09/18/2024	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 08/03/24-09/04/24		09/18/2024	48.77
	Account <b>53540 - Natural Gas</b> Totals	--	Invoice 2	<u>\$97.54</u>
Account <b>53610 - Building Repairs</b>				
393 - Kone INC	26-Walnut Garage elevator maintenance period September 2024	BC 2023-101	09/27/2024	242.06
393 - Kone INC	26-Morton St Garage elevator maintenance period September 2024	BC 2023-101	09/27/2024	531.64
393 - Kone INC	26-Trades Garage elevator maintenance period September 2024	BC 2023-101	09/27/2024	1,063.28
393 - Kone INC	26-4th St garage elevator maintenance period September 2024	BC 2023-101	09/27/2024	1,063.28
392 - Koorsen Fire & Security, INC	26-Quarterly fire alarm monitoring-4th St Gar- 09/01-11/30/24	BC 2023-089	09/27/2024	150.00
	Account <b>53610 - Building Repairs</b> Totals	--	Invoice 5	<u>\$3,050.26</u>
Account <b>53640 - Hardware and Software Maintenance</b>				
9313 - Windcave INC	26-credit card fees for all garages-August 2024	BC 2024-035	09/27/2024	934.21
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	--	Invoice 1	<u>\$934.21</u>
Account <b>53990 - Other Services and Charges</b>				
6688 - SSW Enterprises, LLC (Office Pride)	26-parking services office cleaning 09/01/24		09/27/2024	100.00



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Invoice Date Range 09/14/24 - 09/27/24

	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$100.00
	Program <b>260000 - Main</b> Totals	Invoice 21	\$6,739.48
	Department <b>26 - Parking</b> Totals	Invoice 21	\$6,739.48
	Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 21	\$6,739.48
Fund <b>454 - Alternative Transport(S6301)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-refund for damaged containers of Clorox wipes	09/27/2024	(11.89)
6530 - Office Depot, INC	26-clips for parking services office	09/27/2024	18.06
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2	\$6.17
Account <b>53310 - Printing</b>			
53125 - Mr. Copy, INC	26-plastic squares for neighborhood permit sales	09/27/2024	471.60
	Account <b>53310 - Printing</b> Totals	Invoice 1	\$471.60
Account <b>53990 - Other Services and Charges</b>			
6688 - SSW Enterprises, LLC (Office Pride)	26-parking services office cleaning 09/01/24	09/27/2024	77.40
204 - State Of Indiana	26-BMV owner information for towing August 2024	09/27/2024	7.50
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$84.90
	Program <b>260000 - Main</b> Totals	Invoice 5	\$562.67
	Department <b>26 - Parking</b> Totals	Invoice 5	\$562.67
	Fund <b>454 - Alternative Transport(S6301)</b> Totals	Invoice 5	\$562.67
Fund <b>455 - Parking Meter Fund(S2141)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52340 - Other Repairs and Maintenance</b>			
423 - City Glass of Bloomington, INC	26-replace front glass on message board due to vandalism -paint	09/27/2024	148.91
9040 - MacKay Meters, INC	26-replacement keys for parking meters	09/27/2024	625.00
6172 - The Tamis Corporation	26-replacement caps (76) for water barricades	09/27/2024	869.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 3	\$1,642.91
Account <b>52420 - Other Supplies</b>			



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-safety flashing light for school crossing paddle	09/27/2024	19.99
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$19.99</u>
Account <b>53150 - Communications Contract</b>		..	
4264 - IPS Group, INC	26-bank fees and communication fees for August 2024	09/27/2024	9,342.05
	Account <b>53150 - Communications Contract</b> Totals	Invoice 1	<u>\$9,342.05</u>
		..	
Account <b>53210 - Telephone</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-Iphone case-Miles and McCarter	09/27/2024	34.52
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$34.52</u>
		..	
Account <b>53240 - Freight / Other</b>			
9040 - MacKay Meters, INC	26-replacement keys for parking meters	09/27/2024	50.00
	Account <b>53240 - Freight / Other</b> Totals	Invoice 1	<u>\$50.00</u>
		..	
Account <b>53640 - Hardware and Software Maintenance</b>			
54432 - T2 Systems, INC	26-ROVR hits for August 2024	09/27/2024	1,671.15
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1	<u>\$1,671.15</u>
		..	
Account <b>53830 - Bank Charges</b>			
4264 - IPS Group, INC	26-bank fees and communication fees for August 2024	09/27/2024	5,534.36
	Account <b>53830 - Bank Charges</b> Totals	Invoice 1	<u>\$5,534.36</u>
		..	
Account <b>53990 - Other Services and Charges</b>			
6688 - SSW Enterprises, LLC (Office Pride)	26-parking services office cleaning 09/01/24	09/27/2024	309.60
204 - State Of Indiana	26-BMV owner information for towing August 2024	09/27/2024	7.50
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$317.10</u>
	Program <b>260000 - Main</b> Totals	Invoice 11	<u>\$18,612.08</u>
	Department <b>26 - Parking</b> Totals	Invoice 11	<u>\$18,612.08</u>
	Fund <b>455 - Parking Meter Fund(S2141)</b> Totals	Invoice 11	<u>\$18,612.08</u>
		..	
Fund <b>456 - MVH Restricted</b>			
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			
Account <b>53730 - Machinery and Equipment Rental</b>			
351 - Young Trucking, INC	20-Truck & laborer to move milling machine 7/31/24	09/27/2024	187.50



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

351 - Young Trucking, INC

20-Truck & laborer to move milling machine 08/7/24 09/27/2024 375.00

Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice 2	\$562.50
Program <b>200000 - Main</b> Totals	Invoice 2	\$562.50
Department <b>20 - Street</b> Totals	Invoice 2	\$562.50
Fund <b>456 - MVH Restricted</b> Totals	Invoice 2	\$562.50

Fund **524 - 2019 4th St Garage Tax (S)**  
 Department **06 - Controller's Office**  
 Program **060000 - Main**  
 Account **53830 - Bank Charges**

4740 - Bank Of New York

06-Redemption Notice Fee-BLOOMTAX19A2 bond-8/2024 09/16/2024 100.00

Account <b>53830 - Bank Charges</b> Totals	Invoice 1	\$100.00
Program <b>060000 - Main</b> Totals	Invoice 1	\$100.00
Department <b>06 - Controller's Office</b> Totals	Invoice 1	\$100.00
Fund <b>524 - 2019 4th St Garage Tax (S)</b> Totals	Invoice 1	\$100.00

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**  
 Department **02 - Public Works**  
 Program **020000 - Main**  
 Account **52330 - Street, Alley, and Sewer Material**

334 - Irving Materials, INC

20-Concrete Materials class A Stone-17th St & Jackson St BC 2024-012 09/27/2024 776.00

334 - Irving Materials, INC

20-Concrete Materials class A Stone-Zona Ct & Terra Ct BC 2024-012 09/27/2024 1,007.00

334 - Irving Materials, INC

20-Concrete Materials class A Stone-Country Side Ln & People Ct BC 2024-012 09/27/2024 813.00

334 - Irving Materials, INC

20-Concrete Materials class A stone-2nd St & Ballantine BC 2024-012 09/27/2024 853.00

334 - Irving Materials, INC

20-Concrete Materials Class A stone-Zona Ct & Country Side Ln BC 2024-012 09/27/2024 967.00

365 - Rogers Group, INC

20-#11 Stone for Street Projects 08/20/24 09/27/2024 248.22

365 - Rogers Group, INC

20-#53 Stone for Street Projects 08/28/24 09/27/2024 101.60

Account <b>52330 - Street, Alley, and Sewer Material</b> Totals	Invoice 7	\$4,765.82
Program <b>020000 - Main</b> Totals	Invoice 7	\$4,765.82
Department <b>02 - Public Works</b> Totals	Invoice 7	\$4,765.82
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Invoice 7	\$4,765.82



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Invoice Date Range 09/14/24 - 09/27/24

Fund **601 - Cumulative Capital Devlp(S2391)**  
 Department **02 - Public Works**  
 Program **020000 - Main**  
 Account **52330 - Street , Alley, and Sewer Material**  
 5149 - E&B Paving, INC

5149 - E&B Paving, INC	20-Credit for Asphalt Millings 07/17/24	BC 2023-093A	09/27/2024	(538.14)
5149 - E&B Paving, INC	20-Asphalt for patching Dunn Street 08/14/24	BC 2023-093A	09/27/2024	184.45
5149 - E&B Paving, INC	20-Asphalt for Paving Greywell Dr. 08/14/24	BC 2023-093A	09/27/2024	3,965.48
5149 - E&B Paving, INC	20-Asphalt for Paving Chadwick Ct & Cardigan Ct. 08/15/24	BC 2023-093A	09/27/2024	11,424.00
5149 - E&B Paving, INC	20-Asphalt for Paving & patching Greywell 08/20/24	BC 2023-093A	09/27/2024	20,046.15
5149 - E&B Paving, INC	20-Asphalt for Paving Greywell 08/19/24	BC 2023-093A	09/27/2024	18,309.94
5149 - E&B Paving, INC	20-Credit for Asphalt Millings 08/21/24	BC 2023-093A	09/27/2024	(898.32)
5149 - E&B Paving, INC	20-Credit for Asphalt Millings 08/22/24 6 x 242.27	BC 2023-093A	09/27/2024	(1,453.62)
5149 - E&B Paving, INC	20-Credit for Asphalt Millings 08/26/24 6 x 173.69	BC 2023-093A	09/27/2024	(1,042.14)
5149 - E&B Paving, INC	20-Asphalt for Paving Cameron Ave. 08/27/24	BC 2023-093A	09/27/2024	19,768.88
5149 - E&B Paving, INC	20-Asphalt for Paving Christopher Dr. 08/28/24	BC 2023-093A	09/27/2024	22,896.79
5149 - E&B Paving, INC	20-Asphalt for Paving Stone Gate Ct & Stonegate Dr 08/29/24	BC 2023-093A	09/27/2024	22,773.03
5149 - E&B Paving, INC	20-Asphalt for patching-09/04/24-split with CBU	BC 2023-093A	09/27/2024	191.59
5149 - E&B Paving, INC	20-Credit for Asphalt Millings-Gourley Pike- 09/03/24	BC 2023-093A	09/27/2024	(612.06)
5149 - E&B Paving, INC	20-Credit for Asphalt Millings-Gourley Pike-9/4/24	BC 2023-093A	09/27/2024	(1,253.28)
5149 - E&B Paving, INC	20-Asphalt for Paving-Gourley Pike- 09/05/24	BC 2023-093A	09/27/2024	13,236.97
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice 16		<u>\$126,999.72</u>
Program <b>020000 - Main</b> Totals		Invoice 16		<u>\$126,999.72</u>
Department <b>02 - Public Works</b> Totals		Invoice 16		<u>\$126,999.72</u>
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals		Invoice 16		<u>\$126,999.72</u>

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





# Board of Public Works Claim Register

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Department **16 - Sanitation**  
 Program **160000 - Main**  
 Account **52420 - Other Supplies**  
 8511 - AaquaTools, INC

16-parts to repair cart washer-seal kit	09/27/2024	132.28
Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$132.28

Account **52430 - Uniforms and Tools**  
 793 - Indiana Safety Company, INC

16-gloves for employees - brown jersey gloves	09/27/2024	46.27
16-gloves and safety vest for employees	09/27/2024	933.28
Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 2	\$979.55

793 - Indiana Safety Company, INC

Account **53140 - Exterminator Services**  
 51538 - Economy Termite & Pest Control, INC

16-bi-monthly pest control-9/9/24	BC 2023-070 09/27/2024	125.00
Account <b>53140 - Exterminator Services</b> Totals	Invoice 1	\$125.00

Account **53150 - Communications Contract**  
 5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

16-monthly fee radios for trucks 9/1-9/30/24	09/27/2024	572.05
Account <b>53150 - Communications Contract</b> Totals	Invoice 1	\$572.05

Account **53240 - Freight / Other**  
 8511 - AaquaTools, INC

16-parts to repair cart washer-seal kit	09/27/2024	12.00
16-gloves for employees - brown jersey gloves	09/27/2024	16.56
Account <b>53240 - Freight / Other</b> Totals	Invoice 2	\$28.56

793 - Indiana Safety Company, INC

Account **53530 - Water and Sewer**  
 208 - City Of Bloomington Utilities

16-Sanitation-water/sewer bill-August 2024	09/18/2024	181.21
Account <b>53530 - Water and Sewer</b> Totals	Invoice 1	\$181.21

Account **53540 - Natural Gas**  
 222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

16-Sanitation-gas bill 08/06/24-09/05/24	09/18/2024	49.36
Account <b>53540 - Natural Gas</b> Totals	Invoice 1	\$49.36

Account **53920 - Laundry and Other Sanitation Services**  
 19171 - Vestis Group, INC (FKA Aramark)

16-uniform rental (minus payroll ded)- 09/04/2024	09/27/2024	6.48
16-Mat Services - 09/04/2024	09/27/2024	29.68

19171 - Vestis Group, INC (FKA Aramark)



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Invoice Date Range 09/14/24 - 09/27/24

Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 2	\$36.16
Account <b>53950 - Landfill</b>			
52226 - Hoosier Transfer Station-3140	16-recycling fees-08/19-08/29/24	09/27/2024	841.90
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-08/16-08/31/24	09/27/2024	13,601.76
	Account <b>53950 - Landfill</b> Totals	Invoice 2	\$14,443.66
	Program <b>160000 - Main</b> Totals	Invoice 13	\$16,547.83
	Department <b>16 - Sanitation</b> Totals	Invoice 13	\$16,547.83
	Fund <b>730 - Solid Waste (S6401)</b> Totals	Invoice 13	\$16,547.83
Fund <b>800 - Risk Management(S0203)</b>			
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	10-Keyboard and Mouse - Jazmyn Forte Plunkett	09/27/2024	129.98
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	\$129.98
Account <b>52430 - Uniforms and Tools</b>			
8613 - Crane's Leather & Shoe Shop, INC	10-Safety Shoes- J. Burrell 8 M-7/12/24	09/27/2024	75.00
8613 - Crane's Leather & Shoe Shop, INC	10-Safety Shoes-L. Hardin 10.5EE-8/17/24	09/27/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-Safety Shoes- K. Arthur 11D-8/16/24	09/27/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-Safety Shoes- M. Tull 7.5B-7/24/24	09/27/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-Safety Shoes-M. Pursell 13D-8/31/24	09/27/2024	100.00
	Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 5	\$475.00
Account <b>53130 - Medical</b>			
8421 - Andrew C Hite	10-reimburse CDL physical-8/29/24	09/27/2024	100.00
8197 - Ramon Ortiz-Sanchez	10-reimburse CDL physical-5/23/24	09/27/2024	100.00
3861 - Brian D Robertson	10-reimb for CDL physical-8/21/24	09/27/2024	100.00
	Account <b>53130 - Medical</b> Totals	Invoice 3	\$300.00
Account <b>53410 - Liability / Casualty Premiums</b>			



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-RDC Bd-Laurie McRobbie-8/27-12/31/24	09/27/2024	75.00
	Account <b>53410 - Liability / Casualty Premiums</b> Totals	Invoice 1	<u>\$75.00</u>
Account <b>53420 - Worker's Comp &amp; Risk</b>			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- JWF Subrogation Fee for January-March 2024	09/16/2024	1,372.58
	545793		
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 1	<u>\$1,372.58</u>
Account <b>53990 - Other Services and Charges</b>			
7815 - A&M Graphics (Baugh Fine Print and Mailing)	10- Annual Waiver of Annexation Letters print & mail	09/27/2024	373.81
204 - State Of Indiana	10- Driver's License Inquiry/billing user-8/31/24	09/27/2024	15.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$388.81</u>
	Program <b>100000 - Main</b> Totals	Invoice 13	<u>\$2,741.37</u>
	Department <b>10 - Legal</b> Totals	Invoice 13	<u>\$2,741.37</u>
	Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 13	<u>\$2,741.37</u>
Fund <b>801 - Health Insurance Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990 - Other Services and Charges</b>			
18539 - Life Insurance Company Of North America	12-Sept 2024- Bill Ref # 103094_09/03/2024	09/27/2024	4,042.50
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	12- Near-Site Employer Clinic Support - September 2024	09/27/2024	2,600.00
9375 - WEX Health INC (Chard, Snyder & Associates)	12- Wex Health Monthly Administrative Fees April 2024	09/27/2024	1,423.15
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	<u>\$8,065.65</u>
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>			
9375 - WEX Health INC (Chard, Snyder & Associates)	12-HSA - Brozell, Lockhart, Shoemaker	09/16/2024	1,918.03
	Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	Invoice 1	<u>\$1,918.03</u>
Account <b>53990.1278 - Other Services and Charges Disability LTD</b>			
18539 - Life Insurance Company Of North America	12-Sept 2024- Bill Ref # 103094_09/03/2024	09/27/2024	10,894.37
	Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals	Invoice 1	<u>\$10,894.37</u>
	Program <b>120000 - Main</b> Totals	Invoice 5	<u>\$20,878.05</u>
	Department <b>12 - Human Resources</b> Totals	Invoice 5	<u>\$20,878.05</u>
	Fund <b>801 - Health Insurance Trust</b> Totals	Invoice 5	<u>\$20,878.05</u>



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Fund **802 - Fleet Maintenance(\$9500)**  
 Department **17 - Fleet Maintenance**  
 Program **170000 - Main**  
 Account **52110 - Office Supplies**  
 6530 - Office Depot, INC

17 - letter size folders & pocket exp., surge protector, markers	09/27/2024	76.19
17 - Verbatim wireless, pre moist eyeglass tissue, black frame	09/27/2024	124.80
<b>Account 52110 - Office Supplies Totals</b>		Invoice 2 \$200.99

Account **52230 - Garage and Motor Supplies**  
 50605 - Bauer Built, INC

17 - scrap tire disposal (24) - 9/6/24	09/27/2024	259.50
17 - scrap tire disposal (81)- 8/28/24	09/27/2024	442.50
17 - tires for stock - 9/6/24	09/27/2024	13,848.08
17 - Linglong Americas custom tires for 231	09/27/2024	361.00
17 - Firestone tranforce AT2 LT245/75R16 tires For 116	09/27/2024	562.76
<b>Account 52230 - Garage and Motor Supplies Totals</b>		Invoice 5 \$15,473.84

50605 - Bauer Built, INC

50605 - Bauer Built, INC

4693 - Monroe County Tire & Supply, INC

4693 - Monroe County Tire & Supply, INC

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)

7854 - Premier AG CO-OP, INC (Premier Energy)

7854 - Premier AG CO-OP, INC (Premier Energy)

362 - Schaeffer Manufacturing Company

17 - diesel exhaust fluid stock	BC 2023-105B 09/27/2024	597.50
17-fuel-87 Regular (7,724 gallons)-9/9/24	BC 2023-105B 09/27/2024	23,715.77
17-fuel-87 Regular (7,937 gallons)-9/5/24	BC 2023-105B 09/27/2024	25,237.28
17 - Full Synthetic 5W-30 oil for police vehicles	09/27/2024	1,784.20
<b>Account 52240 - Fuel and Oil Totals</b>		Invoice 4 \$51,334.75

Account **52320 - Motor Vehicle Repair**

4150 - Alexander's LLC

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

17 - #671 oil cap and rings	09/27/2024	22.50
17 - Transfer case output shaft seal kit for 1125	09/27/2024	41.25
17 - Air conditioner kit & Seal kit for 532	09/27/2024	16.84
17 - Front inner transfer case output shaft seal kit for 1125	09/27/2024	41.25



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

244 - Bloomington Ford, INC	17 - Throttle body and gasket for 351	09/27/2024	327.85
244 - Bloomington Ford, INC	17 - Starter motor assembly for 845	09/27/2024	431.82
244 - Bloomington Ford, INC	17 - Pad, seat cushion pad, seat cover assemblies for 4161	09/27/2024	635.70
5792 - Clark Truck Equipment Co., INC	17 - studded rubber bumper for 634	09/27/2024	34.00
594 - Curry Auto Center, INC	17 - N-deflector for 920	09/27/2024	106.25
51827 - Fire Service, INC	17 - output shaft speed sensor for 344	09/27/2024	268.19
51827 - Fire Service, INC	17 - Brake shoe kits (4) for 395	09/27/2024	5,159.60
4992 - Fleetpride, INC	17 - #692 gasket	09/27/2024	8.00
455 - Industrial Service & Supply, INC	17 - return hose & ss t-bolt champ for 692	09/27/2024	60.65
455 - Industrial Service & Supply, INC	17 - stainless steel hose, female SAE 90deg, non-skive ferrule	09/27/2024	254.02
796 - Interstate Battery System of Bloomington, INC	17 - SP-30 battery for 715	09/27/2024	42.95
796 - Interstate Battery System of Bloomington, INC	17-batteries for shop-31-MHD, MTP-48/H6, MTP-65HD	09/27/2024	1,059.64
796 - Interstate Battery System of Bloomington, INC	17-batteries-8 GC2-ECL-UTL	09/27/2024	1,161.28
5168 - Jasper Engine Exchange, INC	17 - #576 transmission and case	09/27/2024	3,749.00
5168 - Jasper Engine Exchange, INC	17 - #576 transmission and case	09/27/2024	2,328.00
5168 - Jasper Engine Exchange, INC	17 - credit for returned part & Core charge (#576)	09/27/2024	(5,249.00)
52607 - Jim's Custom Trim Shop	17 - #764 Seat repair	09/27/2024	490.00
2974 - MacAllister Machinery Co, INC	17 - gasket for 788	09/27/2024	3.55
2974 - MacAllister Machinery Co, INC	17 - Gaskets, ring, O ring seals for 779	09/27/2024	36.59
2974 - MacAllister Machinery Co, INC	17 - Turbo GP & Seals for 779-includes core deposit	09/27/2024	2,890.52
53385 - O'Reilly Automotive Stores, INC	17 - Hydraulic Oil for stock	09/27/2024	49.31



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

53385 - O'Reilly Automotive Stores, INC	17 - Electric tape for shop	09/27/2024	12.02
53385 - O'Reilly Automotive Stores, INC	17 - gasket maker for 692	09/27/2024	14.99
53385 - O'Reilly Automotive Stores, INC	17 - stoplight switch for 776	09/27/2024	16.60
53385 - O'Reilly Automotive Stores, INC	17 - Micro-V belt for P137 MS	09/27/2024	16.67
53385 - O'Reilly Automotive Stores, INC	17 - Air filter for 588	09/27/2024	19.61
53385 - O'Reilly Automotive Stores, INC	17 - cabin filter for 1243	09/27/2024	46.97
53385 - O'Reilly Automotive Stores, INC	17 - OE mirror-L for 846	09/27/2024	48.16
53385 - O'Reilly Automotive Stores, INC	17 - Air filter & cabin filter for 556	09/27/2024	72.76
53385 - O'Reilly Automotive Stores, INC	17 - filters	09/27/2024	130.36
53385 - O'Reilly Automotive Stores, INC	17 - Radiator for 846	09/27/2024	161.85
53385 - O'Reilly Automotive Stores, INC	17 - Torque mount & Trans Mount & CV shift for 1135	09/27/2024	241.38
6095 - Old Dominion Brush Company, INC	17 - #467 sweeper switches	09/27/2024	839.39
16069 - Palmer Trucks, INC	17 - #678 brake kit	09/27/2024	47.69
9361 - Peabody's INC (Pigg Implement Sales)	17 - #483 cover	09/27/2024	34.89
9361 - Peabody's INC (Pigg Implement Sales)	17 - #483 alternator	09/27/2024	246.19
4845 - RPM Machinery, LLC	17 - #839 tensioner Wheel	09/27/2024	383.36
4845 - RPM Machinery, LLC	17 - #839 bearing ball	09/27/2024	411.48
19681 - Southeastern Equipment Co, INC	17 - #452 pump asphalt tack, valve tubing and valve	09/27/2024	4,410.62
19681 - Southeastern Equipment Co, INC	17 - #598 Hose	09/27/2024	1,816.87
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of August 2024	09/27/2024	8,178.94
54351 - Sternberg, INC	17 - Gasket for 692	09/27/2024	7.00



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

54351 - Sternberg, INC	17 - Air fitting for 692	09/27/2024	17.85
54351 - Sternberg, INC	17 - Lining for 680	09/27/2024	75.60
54351 - Sternberg, INC	17 - Head unit sensor for 850	09/27/2024	186.98
54351 - Sternberg, INC	17 - Brake drum & brake shoe kit for 692	09/27/2024	341.49
54351 - Sternberg, INC	17 - Brake drums & shoe kit	09/27/2024	341.49
54351 - Sternberg, INC	17 - Dryer air vent for inventory	09/27/2024	662.38
54351 - Sternberg, INC	17 - exhaust kit and sensor for 964	09/27/2024	1,108.42
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - credit for returned combination Switch	09/27/2024	(125.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Tank, radiator pin. retainer clip for 678	09/27/2024	1,468.87
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - core/tank for 788	09/27/2024	1,353.61
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Ext PDM for 779	09/27/2024	506.77
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Right & Left Brake chamber for 939	09/27/2024	222.56
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - valve & 45deg & 90deg elbows, dbck valve for 384	09/27/2024	193.42
4398 - TruckPro Holding Corporation	17 - #467 kit	09/27/2024	90.18
7555 - VoMac Truck Sales & Service INC	17 - Hoses	09/27/2024	378.83
7555 - VoMac Truck Sales & Service INC	17 - lock for 961	09/27/2024	614.48
7555 - VoMac Truck Sales & Service INC	17 - Sensor -961	09/27/2024	658.92
2096 - West Side Tractor Sales CO.	17 - Bumpers, washers, bushing, self locking screw for 4571	09/27/2024	94.09
2096 - West Side Tractor Sales CO.	17 - Fuel filter for inventory	09/27/2024	101.49
2096 - West Side Tractor Sales CO.	17 - Filter elements for 783	09/27/2024	110.11
2096 - West Side Tractor Sales CO.	17 - Belt tensioner, v-belt and screw for 457	09/27/2024	277.71



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

2096 - West Side Tractor Sales CO.	17-#742 oil filter, fuel filter, air filter, Hydraulic filters	09/27/2024	921.04
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Distributor cap & Roto for 889	09/27/2024	25.24
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Motor assembly for 1130	09/27/2024	27.76
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Discharge line for 532	09/27/2024	61.44
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Kit, V-Belts, cabin filter, AC flush for 532	09/27/2024	101.29
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Brake pads for 1125	09/27/2024	124.98
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - starter for 889	09/27/2024	165.93
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Heater water hoses & universal PAG oil for 532	09/27/2024	200.58
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - assembly tire press sensor for 920	09/27/2024	246.28
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Transmission filter for 4000	09/27/2024	269.68
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Compressor Assembly & accumulator for 532	09/27/2024	558.02
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - 1qt mobile Synthetic Transmission fluid	09/27/2024	779.22
	Account <b>52320 - Motor Vehicle Repair</b> Totals	Invoice 79	<u>\$43,289.27</u>
Account <b>52420 - Other Supplies</b>			
177 - Indiana Oxygen Company, INC	17-finance charge-Inv #10418005	09/27/2024	2.70
177 - Indiana Oxygen Company, INC	17 - acculock nozzle - 8/21/24	09/27/2024	42.84
177 - Indiana Oxygen Company, INC	17 - torch and welding gases - 6/10/24	09/27/2024	175.74
177 - Indiana Oxygen Company, INC	17 - torch and welding gases - 9/11/24	09/27/2024	273.70
177 - Indiana Oxygen Company, INC	17 - torch and welding gases - 8/31/2024	09/27/2024	298.53
8658 - Kleindorfer's Hardware LLC	17 - 3 keys made	09/27/2024	6.00
8658 - Kleindorfer's Hardware LLC	17 - 2 gallon of Simple Green for the shop	09/27/2024	27.98
8658 - Kleindorfer's Hardware LLC	17 - water & (4) 7/16x4 allum for shop	09/27/2024	34.50





# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

6216 - Terminal Supply, INC	17 - drill bits		09/27/2024	400.78
6216 - Terminal Supply, INC	17 - drill bits, knot brush, wire wheel, air fitting, socket		09/27/2024	200.96
6216 - Terminal Supply, INC	17 - drill bit job, female terminal, cable seal, cooper lugs		09/27/2024	128.51
	Account <b>52420 - Other Supplies</b> Totals	Invoice 11		<u>\$1,592.24</u>
<b>Account 53130 - Medical</b>				
231 - IU Health OCC Health Services	17-DS DOT 5 Panel E Screen- K Sharp-8/14/24		09/27/2024	50.00
	Account <b>53130 - Medical</b> Totals	Invoice 1		<u>\$50.00</u>
<b>Account 53540 - Natural Gas</b>				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 08/07/24-09/06/24		09/18/2024	63.35
	Account <b>53540 - Natural Gas</b> Totals	Invoice 1		<u>\$63.35</u>
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC (HFI)	17-SA- Leaking condensation and cleared drain line- 7/30	BC 2023-074	09/27/2024	340.88
	Account <b>53610 - Building Repairs</b> Totals	Invoice 1		<u>\$340.88</u>
<b>Account 53620 - Motor Repairs</b>				
4474 - Ken's Westside Service & Towing, LLC	17-tow 2019 Dodge Charger (BPD)-9/9/24		09/27/2024	120.00
4474 - Ken's Westside Service & Towing, LLC	17-tow unit #845 - 9/3/24		09/27/2024	125.00
4474 - Ken's Westside Service & Towing, LLC	17-tow-2018 Ford F-250 Super Duty-9/5/24		09/27/2024	294.00
4474 - Ken's Westside Service & Towing, LLC	17 - tow Fire Engine 1-Henderson St to Miller Dr- 8/27/24		09/27/2024	325.00
	Account <b>53620 - Motor Repairs</b> Totals	Invoice 4		<u>\$864.00</u>
<b>Account 53650 - Other Repairs</b>				
4046 - Heritage-Crystal Clean, INC	17 - clean out of shop drains-8/20/2024		09/27/2024	3,790.88
	Account <b>53650 - Other Repairs</b> Totals	Invoice 1		<u>\$3,790.88</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Vestis Group, INC (FKA Aramark)	17-uniform rental (minus payroll ded)-9/4/24		09/27/2024	27.41
19171 - Vestis Group, INC (FKA Aramark)	17-uniform rental (minus payroll ded)-8/28/24		09/27/2024	27.41
19171 - Vestis Group, INC (FKA Aramark)	17 - mat rentals and shop towels- 8/28/24		09/27/2024	93.34



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

19171 - Vestis Group, INC (FKA Aramark)	17 - mat rentals and shop towels- 9/11/24	09/27/2024	93.34
19171 - Vestis Group, INC (FKA Aramark)	17-uniform rental (minus payroll ded)-9/11/24	09/27/2024	27.41
19171 - Vestis Group, INC (FKA Aramark)	17 - mat rentals & shop towels - 9/4/2024	09/27/2024	93.34
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 6	<u>\$362.25</u>
Program <b>170000 - Main</b> Totals		Invoice 115	<u>\$117,362.45</u>
Department <b>17 - Fleet Maintenance</b> Totals		Invoice 115	<u>\$117,362.45</u>
Fund <b>802 - Fleet Maintenance(S9500)</b> Totals		Invoice 115	<u>\$117,362.45</u>
Fund <b>804 - Insurance Voluntary Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
9375 - WEX Health INC (Chard, Snyder & Associates)	12-City URM	09/16/2024	182.70
9375 - WEX Health INC (Chard, Snyder & Associates)	12-City URM	09/18/2024	60.00
9375 - WEX Health INC (Chard, Snyder & Associates)	12-City URM	09/19/2024	19.25
9375 - WEX Health INC (Chard, Snyder & Associates)	12-City URM		74.66
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		Invoice 4	<u>\$336.61</u>
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b>			
9375 - WEX Health INC (Chard, Snyder & Associates)	12-FSA Dependent Care City-9/12/24	09/16/2024	180.00
9375 - WEX Health INC (Chard, Snyder & Associates)	12-City DDC		835.39
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b> Totals		Invoice 2	<u>\$1,015.39</u>
Account <b>53990.1273 - Other Services and Charges Term Life</b>			
18539 - Life Insurance Company Of North America	12-Sept 2024- Bill Ref # 103094_09/03/2024	09/27/2024	20,466.60
Account <b>53990.1273 - Other Services and Charges Term Life</b> Totals		Invoice 1	<u>\$20,466.60</u>
Account <b>53990.1277 - Other Services and Charges Disability STD</b>			
18539 - Life Insurance Company Of North America	12-Sept 2024- Bill Ref # 103094_09/03/2024	09/27/2024	10,515.87
Account <b>53990.1277 - Other Services and Charges Disability STD</b> Totals		Invoice 1	<u>\$10,515.87</u>
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>			
9375 - WEX Health INC (Chard, Snyder & Associates)	12-HSA Employee Contributions 09/20/24	09/19/2024	26,837.82



# Board of Public Works Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals	Invoice 1	\$26,837.82
Program <b>120000 - Main</b> Totals	Invoice 9	\$59,172.29
Department <b>12 - Human Resources</b> Totals	Invoice 9	\$59,172.29
Fund <b>804 - Insurance Voluntary Trust</b> Totals	Invoice 9	\$59,172.29

Fund **987 - Econ Dev LIT Bonds of 2022**  
 Department **06 - Controller's Office**  
 Program **08FIR1 - Fire Station 1**  
 Account **54510 - Other Capital Outlays**  
 10745 - Fox Construction Company, INC

08-FS#1 Construction Project-Pay App #9	BC 2023-078	09/27/2024	140,389.10
Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 1		\$140,389.10
Program <b>08FIR1 - Fire Station 1</b> Totals	Invoice 1		\$140,389.10

Program **08FIR3 - Fire Station 3**  
 Account **54510 - Other Capital Outlays**  
 6985 - Martin Riley, INC

08-Construction Docs-FS#3 & Eastern Eng. Supply-thru 8/31		09/27/2024	8,575.66
Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 1		\$8,575.66
Program <b>08FIR3 - Fire Station 3</b> Totals	Invoice 1		\$8,575.66

Program **08FIRA - Fire Shower's West**  
 Account **54510 - Other Capital Outlays**  
 6378 - ANN-KRISS, LLC

08-Prep Walls, Prime Areas and apply finish Coats @ Showers West		09/27/2024	4,000.00
08-Repairs on walls/primer/finish coat at Showers West		09/27/2024	2,000.00
08-rremoval and reinstall wall framing (2 times)-BFD Admin		09/27/2024	625.00
08-Service Call, rekey and keys for Showers West		09/27/2024	76.25

6378 - ANN-KRISS, LLC  
 6378 - ANN-KRISS, LLC

293 - J&S Locksmith Shop, INC

Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 4	\$6,701.25
Program <b>08FIRA - Fire Shower's West</b> Totals	Invoice 4	\$6,701.25
Department <b>06 - Controller's Office</b> Totals	Invoice 6	\$155,666.01
Fund <b>987 - Econ Dev LIT Bonds of 2022</b> Totals	Invoice 6	\$155,666.01
Grand Totals	Invoice 412	\$1,388,400.71

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/27/24	Claims				\$1,388,400.71
					<u>\$1,388,400.71</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,388,400.71

**Dated this 24th day of September year of 2024**

\_\_\_\_\_  
 Kyla Cox Deckard, President

\_\_\_\_\_  
 Elizabeth Karon, Vice President

\_\_\_\_\_  
 James Roach, Secretary

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

Fiscal Office \_\_\_\_\_