

Board of Public Works Meeting
October 1, 2019



**AGENDA
BOARD OF PUBLIC
WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday October 1, 2019 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

IV. CONSENT AGENDA

1. Approve Minutes 9-17-19
2. Resolution 2019-95: Approve Renewal of Pushcart in the Public Right-of-Way (Chocolate Moose)
3. Resolution 2019-96: Approve Renewal of Mobile Vendor in the Public Right-of-Way (Pili's Party Taco Truck #2)
4. Approve Noise Permit for Prayer for Life Rally (Sunday, October 13th)
5. Approve Outdoor Lighting Service Agreements with Duke Energy
6. Approve Agreement for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right-of-Way with St. Remy Homeowners Association
7. Approve Payroll

V. NEW BUSINESS

1. Approve Acceptance of Summit Woods Phase 3 Final Plat
2. Approve Shared-Use Motorized Scooter Operator License Application with Bird Rides, Inc

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

**Auxiliary aids for people with disabilities are available upon request with adequate notice.
Please call 812-349-3410 or email public.works@bloomington.in.gov**

The Board of Public Works meeting was held on Tuesday, September 17, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Adam Wason – Public Works
Christina Smith – Public Works
Michael Large – Public Works
James Boruff – Public Works
Jacquelyn Moore – City Legal
Mike Arnold – Housing & Neighborhood Dev.
Matt Smethurst – Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approve Minutes 9-3-19
2. Resolution 2019-84: Approve Use of Public Right-of-Way for 2019 Holiday Market (Saturday, November 30th)
3. Resolution 2019-89: Approve Use of Public Right-of-Way for 2019 IU Homecoming (Friday, October 11th)
4. Resolution 2019-94: Approve Use of Public Right-of-Way for 2019 Breast Cancer Awareness Walk (Saturday, October 19th)
5. Approve Payroll

CONSENT AGENDA

Cox Deckard petitioned to move Resolution 2019-84: Approve Use of Public Right-of-Way for 2019 Holiday Market to New Business. The Board agreed. Item is moved.

Hollingsworth made a motion to approve the items on the consent agenda. Palazzo seconded the motion. Motion is passed. Consent agenda is approved.

Hollingsworth made a motion to approve Resolution 2019-84: Approve Use of Public Right-of-Way for 2019 Holiday Market. Palazzo seconded. Cox Deckard voted no. Motion is passed.

Adam Wason, Public Works, presented Approve Operator License Application for Electric Scooter Use in the Public Right-of-Way. See meeting packet for details.

Board Comments: Hollingsworth made a comment that there were a lot of questions in the work session that were answered, but she is happy with the way this has gone so far. Palazzo asked if there was a ruling application that states a scooter company can apply at any time; Wason agreed. Wason stated he knows of two companies for the next meeting, with the possibility of others coming in the future. Cox Deckard extended her thanks to all employees who put their time in on this project.

Palazzo made a motion to Approve Operator License Application for Electric Scooter Use in the Public Right-of-Way. Hollingsworth seconded. Motion is passed.

Mike Arnold, Housing and Neighborhood Development, presented Resolution 2019-90: Approve Order to Seal Unsafe Structure at 414 S. Walnut St. See meeting packet for details.

Board Comments: Wason asked if this property was at 414 S. Walnut. Arnold stated the building has addresses 410,412,414 combined. But this particular structure that needs to be sealed is 414 S. Walnut St.

NEW BUSINESS

**Resolution 2019-84:
Approve Use of Public
Right-of-Way for 2019
Holiday Market**

**Approve Operator License
Application for Electric
Scooter Use in the Public
Right-of-Way**

**Resolution 2019-90:
Approve Order to Seal
Unsafe Structure at 414 S.
Walnut St.**

Hollingsworth made a motion to approve Resolution 2019-90: Approve Order to Seal Unsafe Structure at 414 S. Walnut St. Palazzo seconded. Motion is passed.

Arnold presented Resolution 2019-91: Approve Order to Seal Unsafe Structure at 229 W. 1st St. See meeting packet for details.

**Resolution 2019-91:
Approve Order to Seal
Unsafe Structure at 229 W.
1st St.**

Hollingsworth made a motion to approve Resolution 2019-91: Approve Order to Seal Unsafe Structure at 229 W. 1st St. Palazzo seconded. Motion is passed.

Wason presented Resolution 2019-93: Approve use of Public Right-of-Way for Fall Hootenanny Music Festival. See meeting packet for details.

**Resolution 2019-93:
Approve use of Public
Right-of-Way for Fall
Hootenanny Music Festival
(Friday, October 4th)**

Public Comment: Kristin Cummings, Switchyard Brewing Company, was hoping to get the event approved until 11:00 PM. Wason stated noise permits only go until 10:00 PM. Cummings asked if they had neighbors' consent to the noise if that would help. Wason stated that their main concern was the housing on the Northeast corner. Wason said at this time, we can approve the event until 10:00 PM. But in the next couple of weeks there will be discussion to see if they can get the event passed until 11:00 PM.

Hollingsworth made a motion to approve Resolution 2019-93: Approve use of Public Right-of-Way for Fall Hootenanny Music Festival. Palazzo seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented Approve Change Order #6 for Tapp Rd. and Rockport Rd. Intersection Improvements Project. See meeting packet for details.

**Approve Change Order #6
for Tapp Rd. and
Rockport Rd. Intersection
Improvements Project**

Hollingsworth made a motion to Approve Change Order #6 for Tapp Rd. and Rockport Rd. Intersection Improvements Project. Palazzo Seconded. Motion is passed.

Smethurst presented Approve Change Order #2 for W. 17th St. Reconstruction Project. See meeting packet for details.

**Approve Change Order #2
for W. 17th St.
Reconstruction Project**

Board Comments: Hollingsworth asked how they estimate how much rock they will need to remove. Smethurst said they do core samples and soundings with a sonar. With that, they can tell where the rock is below the surface. Palazzo asked who was responsible for marking the trees. Smethurst said it was the design firm. Wason made a comment based on the site visit that the contractor is working every day to get the rock removed.

Palazzo made a motion to Approve Change Order #2 for W. 17th St. Reconstruction Project. Hollingsworth Seconded. Motion is passed.

Michael Large, Public Works, presented Approve Contract with Gilliland Excavating, Inc., for Sidewalk Repair on W. Howe and E. University Streets. See meeting packet for details.

**Approve Contract with
Gilliland Excavating, Inc.,
for Sidewalk Repair on W.
Howe and E. University
Streets**

Board Comments: Hollingsworth asked how many sidewalks are involved. Large said on W. Howe St. there are 9. As of now, on E. University St., there are 12.

Hollingsworth made a motion to Approve Contract with Gilliland Excavating, Inc., for Sidewalk Repair on W. Howe and E. University Streets. Palazzo Abstained. Cox Deckard seconded. Motion is passed.

James Boruff, Public Works, presented Approve Contract with Harrell-Fish, Inc., for Phase II Heat Pump Replacement at City Hall. See meeting packet for details.

**Approve Contract with
Harrell-Fish, Inc., for Phase
II Heat Pump Replacement
at City Hall**

Board Comments: Hollingsworth asked if there were 13 new ones being installed on the first and second floor. Boruff said there is one on the second floor and the remaining 12 on the first floor.

Hollingsworth made a motion to Approve Contract with Harrell-Fish, Inc., for Phase II Heat Pump Replacement at City Hall. Palazzo Seconded. Motion is passed.

Boruff presented Approve Contract with AMI Roofing Contractors, Inc., for Roof Replacement at Fire Station #5. See meeting packet for details.

Board Comments: Hollingsworth asked when AMI Roofing Contractors, Inc. will start the work. Boruff said once they get the Notice to Proceed, they will start two weeks after.

Palazzo made a motion to Approve Contract with AMI Roofing Contractors, Inc., for Roof Replacement at Fire Station #5. Hollingsworth Seconded. Motion is passed.

Wason wanted to welcome Lexie Schwarz. She is Public Works' new SPEA Fellow. She will spend 12 hours a week with the department. Wason stated they are continuing with their paving season. Before too long, leafing season will be arriving. Wason wanted to applaud the efforts of Michael Large, Christina Smith, and Nate Nickel for all of their hard work the last couple of weeks. Hollingsworth asked how the animal shelter is doing. Wason stated there are always animals to adopt, awaiting for their forever home.

Hollingsworth made a motion to approve claims in the amount of \$2,698,808.52. Palazzo seconded. Claims are approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:02 P.M.

**Approve Contract with
AMI Roofing Contractors,
Inc., for Roof Replacement
at Fire Station #5**

**STAFF REPORTS &
OTHER BUSINESS**

APPROVAL OF CLAIMS

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 19-95 - Pushcart in right of way
Petitioner/Representative: Jordan Davis, Penguin Enterprises, LLC dba The Chocolate Moose
Staff Representative: Laurel Waters
Meeting Date: October 1, 2019

Jordan Davis, owner of Penguin Enterprises, LLC, dba The Chocolate Moose, has applied to renew his Pushcart License to operate a pushcart in the City's right of way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling prepackaged ice cream.

This application is for one year, and has been back dated to the date his pushcart license was approved for private property, May 24, 2019 and ending May 23, 2020.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters

PAYED 2019/20



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Jordan Davis	
Title/Position:	General Manager	
Date of Birth:	01-22-90	
Address:	P.O. Box 1685	
City, State, Zip:	Bloomington, IN 47402	
E-Mail Address:	jdavis@mosebtown.com	
Phone Number:		Mobile Phone: 317-439-3903

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 for the city.

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

4. Company Information

Name of Employer:	The Chocolate Moose		
Address of Employer:	P.O. Box 1685		
City, State, Zip:	Bloomington, IN 47402		
Employment Start Date:	—	End Date (if known):	—
Phone Number:	812-330-2287		
Website / Email:	moosebtown.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
Justin Loveless	2923 S. ONEAL DR, Bloomington, IN 47403

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

Date of incorporation or organization:	2012
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	2012

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

Pre packaged 1/2 pints of ice cream	
Planned hours of operation:	Friday 11am-9pm, Random other times
Place or places where you will conduct business (if private property, attach written permission from property owner):	Food Truck Friday, Kirkwood
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach X
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Corrected for Quaters per applicant
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire Inspection (if required) <i>M/A</i>
<input type="checkbox"/>	Picture of pushcart
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: <i>10/14/16</i>	Received By: <i>[Signature]</i>	Date Approved:	Approved By:
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2019

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: Anna Babbs PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: annab@figprotects.com FAX (A/C, No):	
INSURED Penguin Enterprises, LLC DBA The Chocolate Moose P.O. Box 1685 Bloomington IN 47402-1685		INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance Company INSURER B: Accident Fund Ins Co of Amer INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15261	

COVERAGES **CERTIFICATE NUMBER:** CL1952400723 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BP17011011	05/03/2019	05/03/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
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 <input type="checkbox"/> AUTOS ONLY			CA17011012	05/03/2019	05/03/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist BI	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM17011014	05/03/2019	05/03/2020	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV 6143882	05/03/2019	05/03/2020	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

City of Bloomington is Additional Insured with regard to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 N. Morton St. Bloomington IN 47404	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

401 N. Morton St Suite 130
PO Box 100
Bloomington IN 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.

Jordan A. Davis
Name, Printed

Jordan A. Davis
Signature

6/24/19 5-24-19
Date Release Signed

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
04/28/2016 04:26 PM

BUSINESS IDENTIFICATION

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 2012041000713
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PENGUIN ENTERPRISES LLC
PRINCIPAL OFFICE ADDRESS 401 S WALNUT ST, BLOOMINGTON, IN, 47401, USA

MANAGED

YEARS 2016/2017

REGISTERED MEMBER NAME AND ADDRESS

NAME JUSTIN LOVELESS
ADDRESS 401 S WALNUT ST, BLOOMINGTON, IN, 47401, USA

BRANCH (S)

TITLE Member
NAME Justin Wyatt Loveless
ADDRESS 401 S. Walnut St, Bfmgtn, IN, 47401, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY April 28, 2016

SIGNATURE Justin Loveless
TITLE Member

Business ID : 2012041000713
Filing No. : 5296930



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
1800149654473

CHOCOLATE MOOSE THE
401 S WALNUT ST
BLOOMINGTON, IN 47401-4613

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

000009



PENGUIN ENTERPRISES LLC
PO BOX 1685
BLOOMINGTON, IN 47402-1685

TID: 0143693786
LOC: 001
FID: 45-5010807/0

ISSUED: 04/02/2018
EXPIRES: 04/30/2020

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Special Event Consent

This letter authorizes The Chocolate Moose, to park a pushcart
(Name of Pushcart)

within one-block radius of the following Special Event: Food Truck Friday
(Name of Special Event)

This consent shall run concurrent with the Pushcart License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The owner and operator of the Pushcart is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: Jordan A. Davis
Signature: [Signature]
Date: 5-24-19
Telephone Number: 317-439-3903

Vendor:

Name: Jordan A. Davis
Signature: [Signature]
Date: 5-24-19
Telephone Number: 317-439-3903



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
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Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. 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 Pushcart 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:

- € Pushcart 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 pushcart 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 pushcart 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 pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- € Each pushcart 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 pushcart may make use of any public or private electrical outlet while in operation;
- € Each pushcart shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time
 - o The trash and recyclable receptacles on the pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - o Liquid from the pushcart 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 pushcart 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 pushcart
- € No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- € Each pushcart 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
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure
 - o Provide a barrier between the grill or device and the general public
 - o The spark, flame or fire shall not exceed 12 inches in height
 - o A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts 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 pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - o Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - o The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- 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 Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Jordan A. Davis
Signature: Jordan A. Davis
Date: 5-24-19



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts 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 Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- € No pushcart 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 pushcart serving food or beverages shall operate within fifty feet of any façade 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 pushcart is currently conducting business. The distance restriction only applies from an 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 pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts 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
- € No pushcart 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 pushcart 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 pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts 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 pushcart to locate on said property
- € No pushcart 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 pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- o Between the north side of Dodds Street and the south side of 2nd Street
- o Between the north side of 3rd Street and the south side of 4th Street
- o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Jordan A. Davis

Signature: Jordan A. Davis

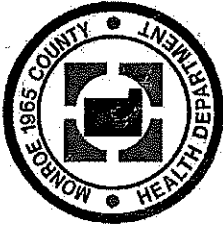
Date: ~~5-24-19~~ 5-24-19

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



CHOCOLATE MOOSE - CART # 1
PENGUIN ENTERPRISES, LLC
401 S. WALNUT STREET
BLOOMINGTON, IN 47401

2019

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 FEB 20 2019

By *Thomas W. Shaffer*

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location



THE *Chocolate* **MOOSE**
Bloomington, Indiana
Since 1933
@moosebtown

03

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019 – 95**

**Pushcart in Public Right of Way
Penguin Enterprises, LLC, dba The Chocolate Moose**

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”); and

WHEREAS, Penguin Enterprises, LLC, dba The Chocolate Moose (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090; and

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart until May 23, 2020.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 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 Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business on a public sidewalk 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 on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk 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 on a public sidewalk.
 - 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 4.30 (Pushcarts), and (2) all applicable City 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:

RESOLUTION 2019 – 95

- 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 1st DAY OF OCTOBER, 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2019-95 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jordan Davis, Owner
Penguin Enterprises, LLC, dba The Chocolate Moose

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way
Petitioner/Representative: Maria Gonzalez, Owner of Pili's Party Taco LLC
Staff Representative: Laurel Waters
Meeting Date: October 1, 2019

Maria Gonzalez, owner of Pili's Party Taco has applied to renew his Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Mexican food.

This application is for one year and has been back-dated to the date a license was issued for the Applicant to operate on private property, September 20, 2019, and end on September 19, 2020.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Marva del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08-31-75		
Address:	2215 s. Rockport Rd		
City, State, Zip:	Bloomington IN 47403		
E-Mail Address:	Pili's Party Taco@hotmail.com		
Phone Number:		Mobile Phone:	812 2190539

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

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

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

4. Company Information

Name of Employer:	Pili's Party Taco LLC
Address of Employer:	

City, State, Zip:			
Employment Start Date:	05-12-17	End Date (If known):	
Phone Number:	812 219 0539		
Website / Email:	Pilis Party Taco @ Hotmail.com		
Company is an:	<input checked="" type="checkbox"/> 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

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

Date of incorporation or organization:	
State of incorporation or organization:	
(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

Taco Mexican food Nachos, Burros, Quesadillas, Tortas, Flattop, Grills gas propane, Fridge.	
Planned hours of operation:	11:00 AM to 11:00 PM
Place or places where you will conduct business (If private property, attach written permission from property owner):	419 N. Walnut St. Bloomington, IN 47404
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"/> NO
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<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:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

ASS 10	AGE 21	ISSUE DATE 01/25/19	PUR DATE 08/10/18	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE TK191NMZ	PL TP GT	WEIGHT 11	PR YR 18	LS N	TYPE VA	PRIOR YR PL TK191NMZ
EXPIRATION DATE 01/31/20		MUNICIPALITY Bloomington		VEHICLE YEAR 98	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2W3304910			TYPE VA	COLOR WHI/		
CURRENT YEAR	TAX	EXTAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 82.35			
PRIOR YEAR	TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00			
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



YM
Legal Address
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



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

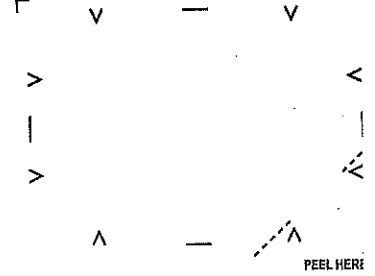


1400 1/3
0.

ATCH# 4079739 SEQUENCE# 1400 1/3

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 applying.



CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service
 INSPECTOR'S NAME Dawn Carmichael INSPECTOR'S PHONE # (812) 334-8285
 DATE OF INSPECTION 9/19/2009
 TAXICAB COMPANY _____
 VEHICLE YEAR 1998 MAKE Chevrolet MODEL P-30
 VIN 1GBHP32R2W3304910

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

Attach this completed Inspection Sheet with your permit or renewal application and remit to:
 Department of Economic and Sustainable Development
 401 N. Morton St. Suite 150
 Bloomington, Indiana 47404
 812-349-3419

Additional Comments by Inspector:

Repaired to Pass 9/19/19

Inspector Signature



Date:

9/19/2019

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

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

ANNUAL VEHICLE INSPECTION REPORT

CARMICHAEL TRUCK & AUTOMOTIVE
3950 W. Farmer Ave.
Bloomington, IN. 47403

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
47520	98 FOOD TRK
DATE August 14, 2019	

MOTOR CARRIER OPERATOR Pilis Party Traco LLC.	INSPECTOR'S NAME (PRINT OR TYPE) Adam Holden II
ADDRESS 2215 Rockport Rd.	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Bloomington, IN 47403	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 1GBHP32R2W3304910
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) Carmichael Trucks & Automotive Service, INC.

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
1. BRAKE SYSTEM											
✓			a. Service Brakes	✓			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.	✓			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose	✓			7. STEERING MECHANISM				
✓			e. Brake Tubing	✓			a. Steering Wheel Free Play	✓			11. WHEELS AND RIMS
✓			f. Low Pressure Warning Device	✓			b. Steering Column	✓			a. Lock or Side Ring
✓			g. Tractor Protection Valve	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			b. Wheels and Rims
✓			h. Air Compressor	✓			d. Steering Gear Box	✓			c. Fasteners
✓			i. Electric Brakes	✓			e. Pitman Arm	✓			d. Welds
✓			j. Hydraulic Brakes	✓			f. Power Steering	✓			12. WINDSHIELD GLAZING
✓			k. Vacuum Systems	✓			g. Ball and Socket Joints	✓			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
✓			l. Antilock Brake System	✓			h. Tie Rods and Drag Links	✓			13. WINDSHIELD WIPERS
✓			m. Automatic Brake Adjusters	✓			i. Nuts	✓			Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
✓			2. COUPLING DEVICES				j. Steering System	✓			14. MOTORCOACH SEATS
✓			a. Fifth Wheels	✓			8. SUSPENSION				Any passenger seat that is not securely fastened to the vehicle structure.
✓			b. Pintle Hooks	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	✓			15. OTHER
✓			c. Drawbar/Towbar Eye	✓			b. Spring Assembly	✓			List any other condition(s) which may prevent safe operation of this vehicle.
✓			d. Drawbar/Towbar Tongue	✓			c. Torque, Radius or Tracking Components	✓			Repair 9/11/19 Repair 9/13/19 Repair 9/13/19
✓			e. Safety Devices	✓			9. FRAME				Repair 9/11/19 Repair 9/13/19 Repair 9/13/19
✓			f. Saddle-Mounts	✓			a. Frame Members	✓			Repair 9/11/19 Repair 9/13/19 Repair 9/13/19
3. EXHAUST SYSTEM											
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			b. Tire and Wheel Clearance	✓			Note - Not DOT Failure However Steering Column & Gear Box have loose play!
✓			b. Bus exhaust system leaking or discharging in violation of standard.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)	✓			
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓							
4. FUEL SYSTEM											
✓			a. Visible leak.	✓							
✓			b. Fuel tank filler cap missing.	✓							
✓			c. Fuel tank securely attached.	✓							
5. LIGHTING DEVICES											
✓			All lighting devices and reflectors required by Part 393 shall be operable.	✓							

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2019

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: Jenna Kingston PHONE (A/C, No, Ext): (812) 331-3230 FAX (A/C, No): E-MAIL ADDRESS: jennak@figprotects.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Burns&Wilcox	
		INSURER B: Progressive Ins	
		INSURER C: Everett Cash Mutual Ins	
		INSURER D:	
		INSURER E:	
		INSURER F:	

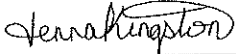
COVERAGES **CERTIFICATE NUMBER:** CL1991802498 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CL1804510B	04/13/2019	04/13/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$
OTHER:							\$
B	AUTOMOBILE LIABILITY			06078224-2	04/13/2019	04/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
Uninsured motorist \$ 100,000							
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C				IMP229146	04/13/2019	04/13/2020	

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

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

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

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John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

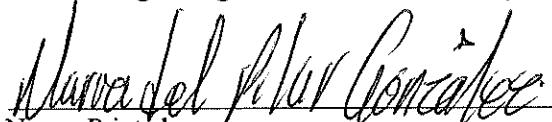
812.349.3418

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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


Name, Printed

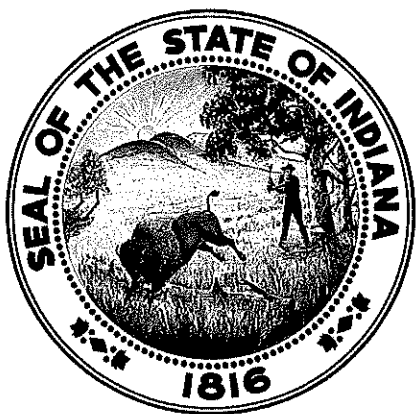

Signature

Date Release Signed

State of Indiana
Office of the Secretary of State
Certificate of Incorporation
of
PILIS PARTY RESTAURANT INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 12, 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, July 12, 2019.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201907121333649 / 8324665

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



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
1900155869115

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

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

TID: 0159485118
LOC: 001
FID: 32-0503571/0
ISSUED: 04/01/2019
EXPIRES: 03/31/2021

000130



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

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

[Handwritten Signature]

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 49CD6AB2-2FA0-0186-E053-0A1318407D86.

With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

000128010200*



01000001000000000130000259



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

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

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

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

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

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

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

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name:

Maria del Pilar Gonzalez

Signature:

M. del Pilar Gonzalez

Date:

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

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: _____

Signature: _____

Date: _____

Maruca Del Pilar Gonzalez
M. del Pilar Gonzalez
8

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Food Vendor Certificate

Date: 09/16/2019

Business Name: Pilis Party Taco 2

Address: 2215 S ROCKPORT RD
Truck 2
Bloomington, IN 47408

Phone: CELL 812-219-0539

The following permit has been issued:

Permit No. 19-00165

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/16/2019

Effective Date: 09/16/2019

Expiration Date: 09/16/2020

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington for more information.

Inspector: Tim Clapp



Date 9/16/2019



Pili's Party Taco

Pili's Party Taco

- Menu items displayed below the side windows.



印第安纳大学



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



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

2019

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

Issued JAN 31 2019

By Thomas W. Mayo

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

Special Event Consent

This letter authorizes Pilis Party Taco, to conduct solicitation within
(Name of mobile vendor)
a one-block radius of the following Special Event: Switchyard Brewing Company
(Name of Special Event)

This consent shall run concurrent with the Mobile Vendor's License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The mobile vendor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent, I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: Jeffery L. Hall

Signature: Jeffery L. Hall

Date: 9/20/19

Telephone Number: (812) 287-8295

Mobile Vendor:

Name: Maria del Pilar Gonzalez

Signature: M. del Pilar Gonzalez

Date: 9/20/19 - 10/02/19

Telephone Number: 812-2190539

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-96**

**Mobile Vendor in Public Right of Way
Pili's Party Taco LLC – Truck #2**

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

WHEREAS, Maria Gonzalez, owner of Pili’s Party Taco LLC (“Vendor”), is seeking renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of 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; and

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; and

WHEREAS, Vendor was approved to operate on private property beginning September 20, 2019; and

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

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 for one year beginning October 2, 2019, ending September 19, 2020.

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

RESOLUTION 2019-96

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 1st DAY OF OCTOBER, 2019

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-96** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria Gonzalez, Owner
Pili’s Party Taco LLC

Date: _____



Board of Public Works Staff Report

Project/Event: 40 Days for Life Rally

Petitioner/Representative: Dale Siefker

Staff Representative: Christina Smith

Meeting Date: October 1, 2019

Event Date: October 13, 2019

Dale Siefker wishes to hold a 40 Days Prayer for Life Rally on Sunday, October 13th from 7:00 p.m. to 8:00 p.m. Mr. Siefker and his group wish to hold a rally in front of 421 S. College Avenue within the public right of way and utilize amplified sound.

Recommendation: Approval by Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event: 40 Days for Life Rally
Location of Event: 421 S College Avenue
Date of Event: 10-13-19
Calendar Day of Week: Sunday
Description of Event: We will praying in the public right of way. We will have a microphone and speakers to lead prayers.

Time of Event: Start: 7:00 pm
End: 8:00 pm

Source of Noise: Live Band Instrument Loudspeaker Will Noise be Amplified?
 Yes No
Is this a Charity Event? Yes No If Yes, to Benefit:

Applicant Information

Name: Dale Siefker
Organization: N/A Title: N/A
Physical Address: 8028 W. St. Rd. 48, Bloomington, In. 47404
Email Address: daleearl.siefker@gmail.com Phone Number: 812 278 1017
Signature: Date: 9-10-19

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy for Henderson St, Winslow Rd, and Rogers Rd Pathway Projects

Petitioner/Representative: Public Works & Planning & Transportation Departments

Staff Representative: Christina Smith

Meeting Date: October 1, 2019

Planning & Transportation Department requested and received a lighting plan for Henderson Street, Winslow Road, and Rogers Road Pathway Projects.

The lighting plans for these projects will consist of either new or upgraded LED roadway fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out the Cumulative Capital Development Fund within Planning & Transportation's budget and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations budget.

Location: S. Henderson Street from E. Graham Drive to E. Moody Drive

Fixtures: Nine (9) LED fixtures

Three (3) 70W LED Roadway fixtures mounted on existing poles

Six (6) 150W LED Roadway fixtures mounted on existing poles

Funding Source: Cumulative Capital Development Fund

Option A: \$11,539.20

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$33.01

Location: E. Winslow Road from S. Henderson Street to S. Highland Avenue

Fixtures: Eight (8) LED fixtures

One (1) 110W LED Roadway fixture mounted on existing pole

Seven (7) 150W LED Roadway fixtures mounted on existing poles

Funding Source: Cumulative Capital Development Fund

Option A: \$8,672.17

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$30.80

Location: Intersection of E. Rogers Road and The Stands Drive

Fixtures: Two (2) LED fixtures

One (1) 70W LED Roadway fixture mounted on existing pole

One (1) 150W LED Roadway fixture mounted on existing pole

Funding Source: Cumulative Capital Development Fund

Option A: \$1,526.30

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$6.24

Recommendation: Approve Outdoor Lighting Service Agreements by *Christina Smith*



9/17/2019

CITY OF BLOOMINGTON 2376 S HENDERSON LIGHTS
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000015399		9/17/2019
	Agreement Coverage			Agreement Number		Current Date
86603942	33733103	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON 2376 S HENDERSON LIGHTS	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address		
Service Address		
Service City, State, Zip code		
Mailing Name	CITY OF BLOOMINGTON 2376 S HENDERSON LIGHTS	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 12/16/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$11,539.20	\$16.82	\$16.19	9	\$33.01	\$3.67	\$3.67
Option B - 1 Year Agreement Initial Term	\$1,005.61	\$16.82	\$16.19	9	\$1,038.62	\$115.40	\$3.67
Option C - 3 Year Agreement Initial Term	\$344.53	\$16.82	\$16.19	9	\$377.55	\$41.95	\$3.67
Option D - 5 Year Agreement Initial Term	\$233.76	\$16.82	\$16.19	9	\$266.77	\$29.64	\$3.67
Option E - 7 Year Agreement Initial Term	\$187.49	\$16.82	\$16.19	9	\$220.50	\$24.50	\$3.67
Option F - 10 Year Agreement Initial Term	\$153.99	\$16.82	\$16.19	9	\$187.00	\$20.78	\$3.67

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

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

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>	Signature	_____
Printed Name	<u>Craig Barker</u>	Printed Name	_____
Date	<u>9/17/2019</u>	Date	_____

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
5	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.87	\$1.02	3	\$8.67
6	Roadway LED 150W Gray (RAL7038) Type III	12,642	150	0.1500	600	\$1.87	\$2.19	6	\$24.34
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		33.01

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

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

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

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

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	9

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
3	Side Mount Bracket - 4 Ft - Wood Pole
4	Side Mount Bracket - 8 Ft - Metal Pole
1	Side Mount Bracket - 12 Ft - Wood Pole
1	Side Mount Bracket - 8 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

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

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



USP: Add Up Stream Protection, Facility ID, and Blocking Devisе Type
 USP:
 USP:
 USP:
 USP:

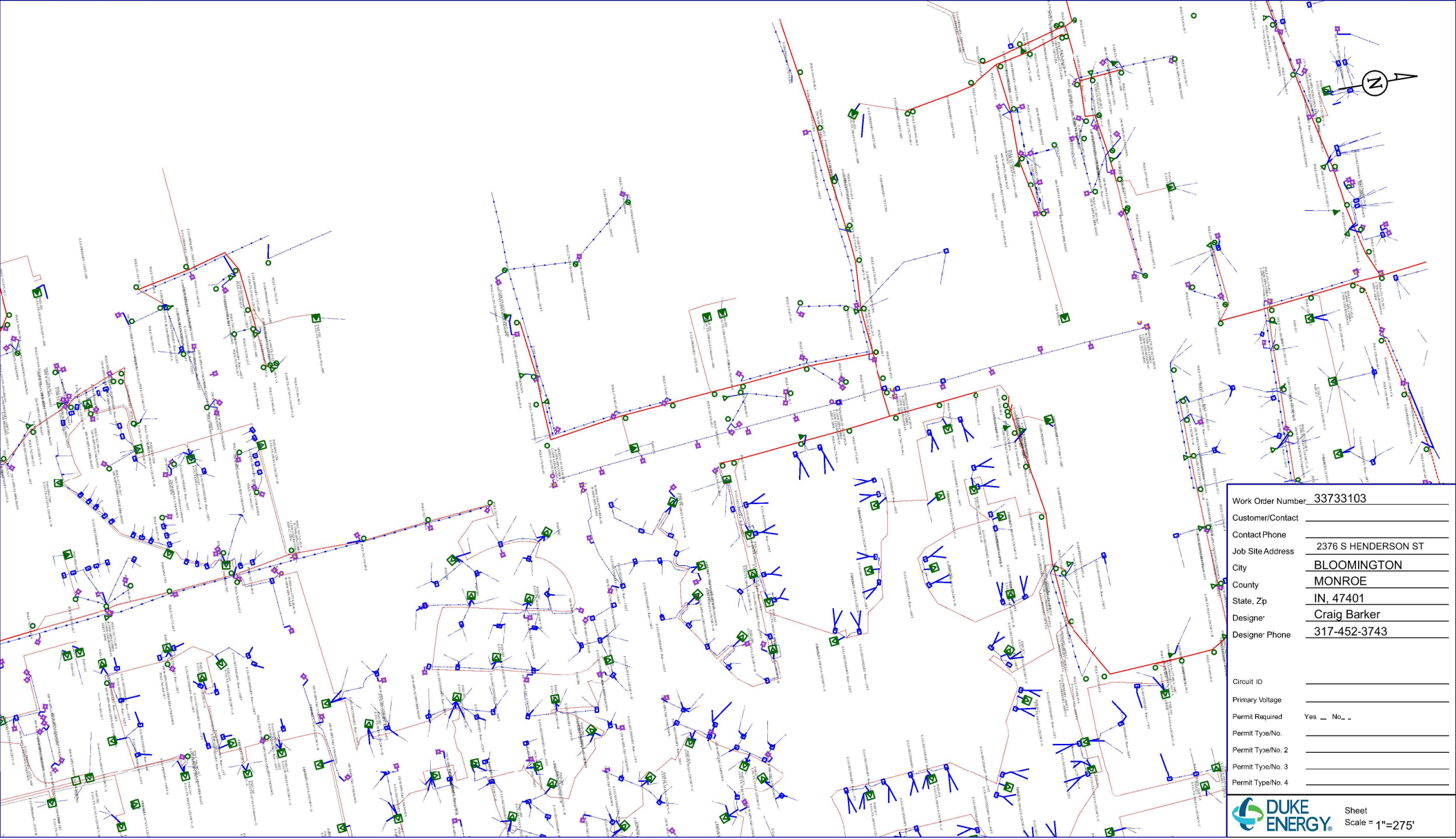


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

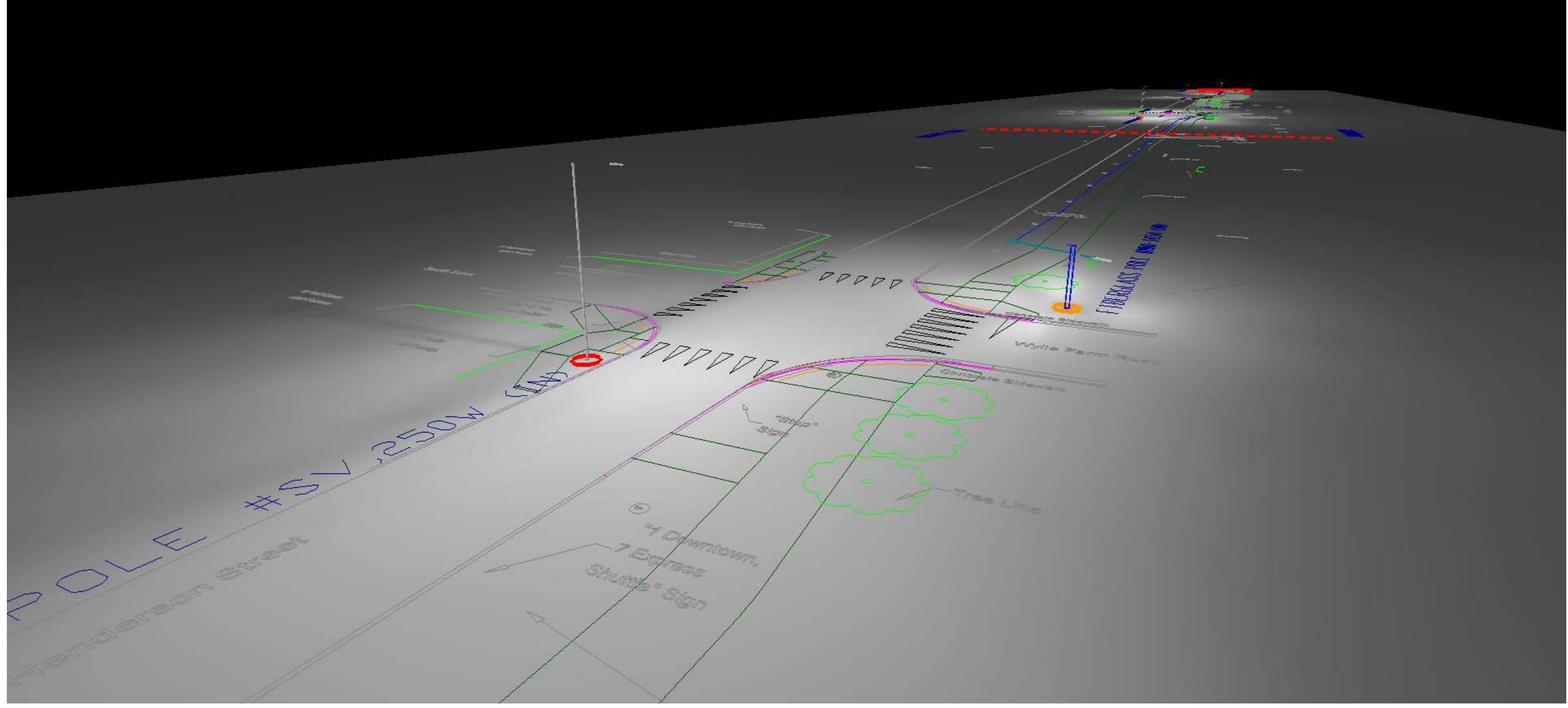
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	33733103
Customer/Contact	
Contact Phone	
Job Site Address	2376 S HENDERSON ST
City	BLOOMINGTON
County	MONROE
State, Zp	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No_ _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

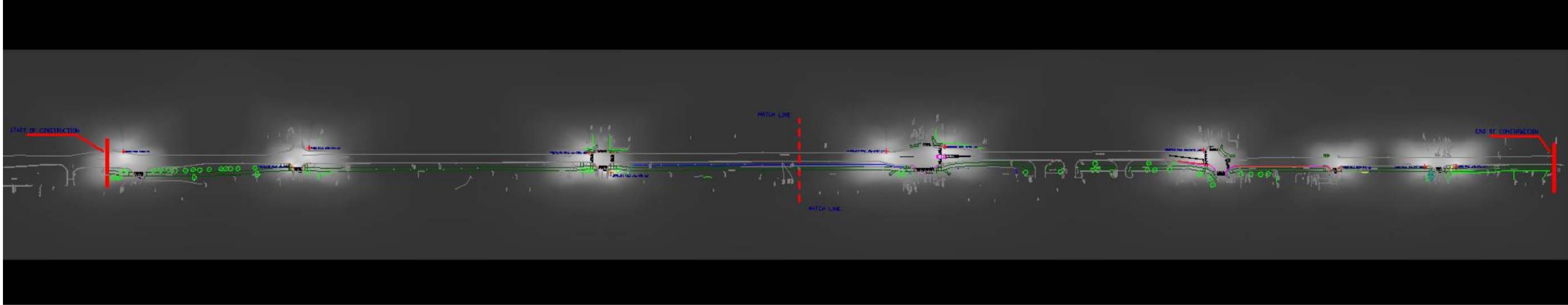


**Vicinity Map
S. Henderson Street Path Project
Bloomington, IN**



Duke Energy Proposed Lighting

Midwest Outdoor Lighting Solutions



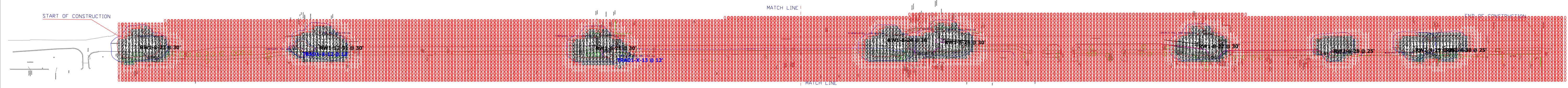
Photometric Design approved by: _____ Date: _____

Photometric Design Received and Acknowledged by: _____ Date: _____

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Lighting Design Tolerance
The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

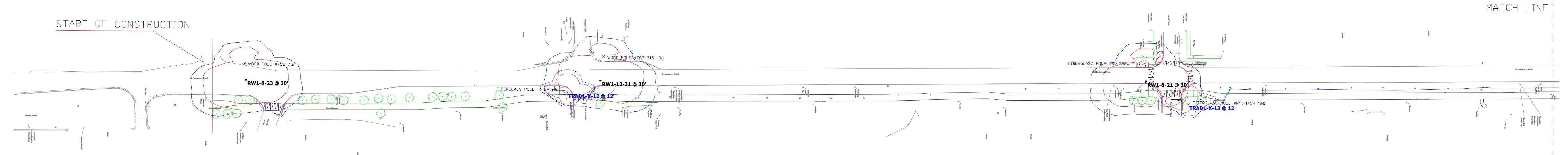
Project
S. Henderson Path
Project
Bloomington, IN
Date
4/18/2019
Scale
Not to Scale
Drawing No.
SHPP41819TD
Designer
T. Dickson



Plan View



Plan View



Plan View

Iso-Illuminance Contours

0.25

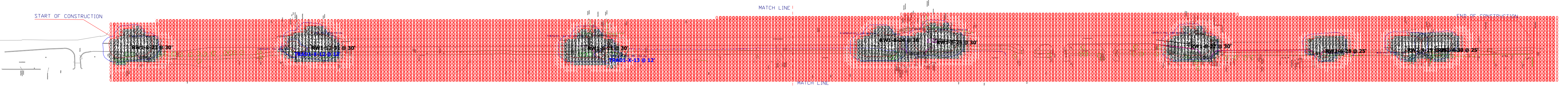
0.5

Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
•	RW1-8	5	150W LED Roadway TYPE3 - 8ft mast arm	145	0.9	30ft
•	RW1-12	1	150W LED Roadway TYPE3 - 12ft mast arm	145	0.9	30ft
◻	RW2-4	3	70W LED Roadway TYPE3 - 4ft mast arm	71	0.9	25ft
∧	TRAD1-X	2	EXISTING - 100W HPS TYPE III TRADITIONAIRE POST TOP - 16FT FIBERGLASS POLE	100	0.81	12ft

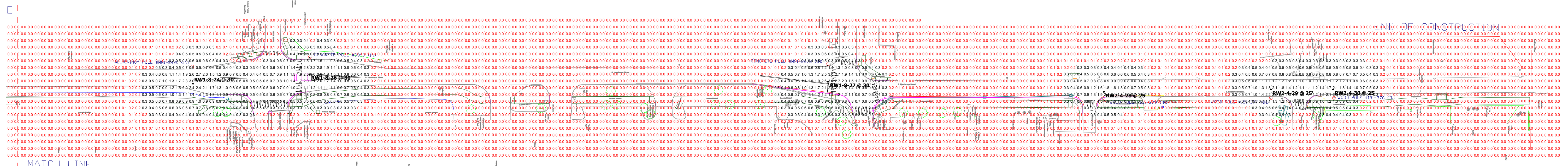
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Area Calc's - 10ftx10ft spacing	+	0.1 fc	3.2 fc	0.0 fc	N/A	N/A

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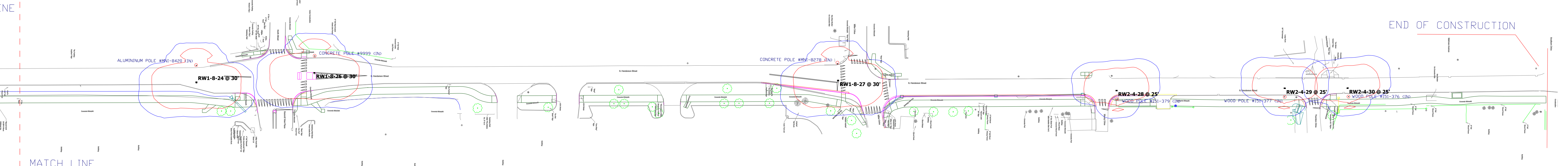
Lighting Design Tolerance
 The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



Plan View



Plan View



Plan View

Iso-Illuminance Contours

0.25
 0.5

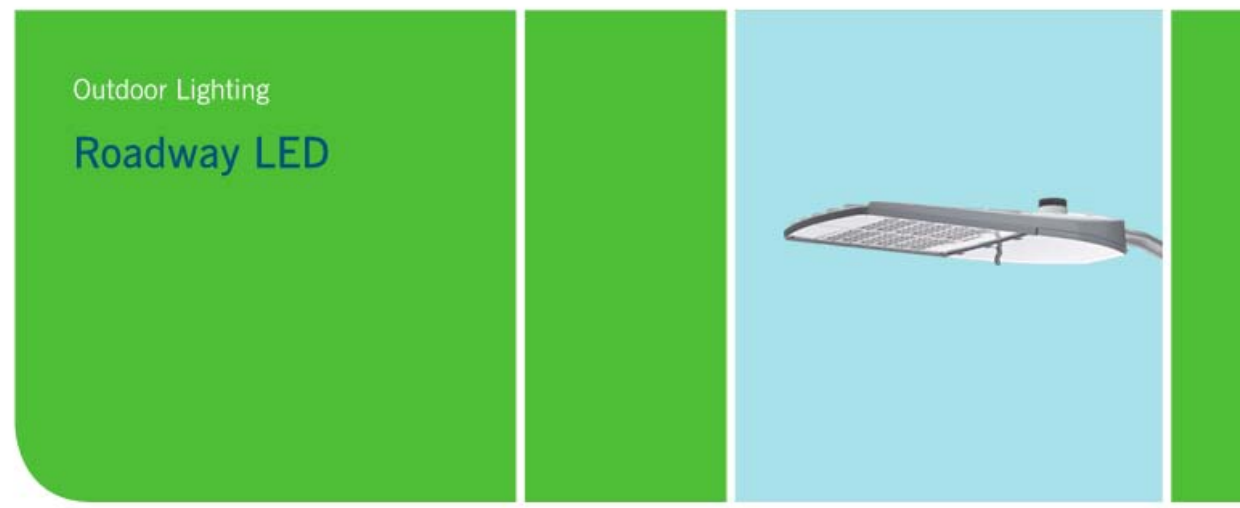
Luminaire Schedule						
Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
•	RW1-8	5	150W LED Roadway TYPE3 - 8ft mast arm	145	0.9	30ft
•	RW1-12	1	150W LED Roadway TYPE3 - 12ft mast arm	145	0.9	30ft
◻	RW2-4	3	70W LED Roadway TYPE3 - 4ft mast arm	71	0.9	25ft
∧	TRAD1-X	2	EXISTING - 100W HPS TYPE III TRADITIONAIRE POST TOP - 16FT FIBERGLASS POLE	100	0.81	12ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Area Calc's - 10ftx10ft spacing	+	0.1 fc	3.2 fc	0.0 fc	N/A	N/A

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Outdoor Lighting
Roadway LED

Subject to variance from manufacturer. Contact us for region specific details.

The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED (Light Emitting Diode)	50 70 110 150 220 280 watts
Mounting heights	15', 20', 25', 30', 35'
Colors	Bronze Black Gray Green
Poles	Style A Wood
Applications	Neighborhoods Parks Streets Parking lots Businesses

For additional information, visit duke-energy.com/OutdoorLighting or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)

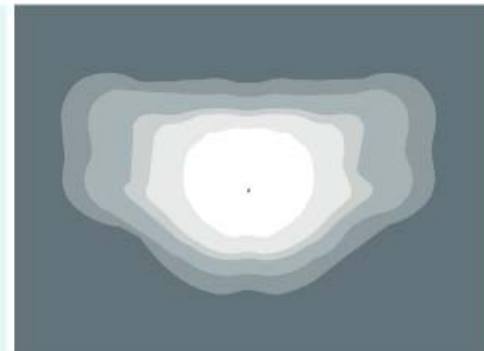


BUILDING A SMARTER ENERGY FUTURE™



Outdoor Lighting
Roadway LED

Light source: LED (white)
Wattage: 50 | 70 | 110 | 150 | 220 | 280
Lumens: 4,500 | 6,500 | 9,500 | 12,500 | 18,500 | 24,000
Light pattern: IESNA Type III (oval)
IESNA cutoff classification: Full cutoff
Color temperature: 4,000K
Warm-up and restrike time: Instant on (no warm-up or restrike time)



light distribution pattern

Poles available:

Name	Mounting height	Color
Aluminum	15', 20', 25', 30', 35'	Bronze Black Gray Green
Wood	Various	Standard

Features

Features	Benefits
Little to no upfront capital cost required	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 125 years of experience	A name you can trust today ... and tomorrow

©2018 Duke Energy Corporation 172628 1/18



Outdoor Lighting
Poles

Subject to variance from manufacturer. Contact us for region specific details.



Style A	Style B	Style C	Style D
Round, smooth, tapered shaft available in varying heights, anchor based or direct buried	Round, smooth, straight upper shaft with a fluted lower shaft, round base and rectangular base cover	Round, fluted, straight upper shaft with a lower round, fluted, tapered base	Fluted, tapered shaft with a fluted, round base
Mounting heights 12', 15', 20', 25', 30', 35'	Mounting height 12', 17'	Mounting heights 12', 16', 25'	Mounting height 12', 25'
Colors Bronze Black Gray Green* White*	Colors Black Green	Colors Black Green	Colors Black Green
Materials Aluminum Steel	Material Aluminum	Materials Aluminum Steel	Materials Aluminum
Foundation Anchor Base (AB) or Direct Bury (DB) (Flush or Reveal**)	Foundation AB required (Flush or Reveal**)	Foundation AB required (Flush or Reveal**)	Foundation AB required (Flush or Reveal**)

*Not available in all mounting heights
**Flush (1-2" above final grade) or Reveal (24" + exposed above grade)



BUILDING A SMARTER ENERGY FUTURE™



Outdoor Lighting
Poles

Subject to variance from manufacturer. Contact us for region specific details.



Style E	Style F	Wood
Round, fluted, straight upper shaft with a larger lower shaft and a round, smooth base	Fluted, straight shaft with a fluted, round base	Round, tapered, solid treated hardwood
Mounting height 12'	Mounting height 12'	Mounting heights Various 25'-45'
Colors Black Green	Colors Black Green	Color Standard
Material Aluminum	Material Aluminum	Material Wood
Foundation AB required (Flush or Reveal**)	Foundation AB required (Flush or Reveal**)	Foundation Direct Bury Only

For additional information, visit duke-energy.com/OutdoorLighting or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)

©2018 Duke Energy Corporation 172628 1/18

Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
•	RW1-8	5	150W LED Roadway TYPE3 - 8ft mast arm	145	0.9	30ft
•	RW1-12	1	150W LED Roadway TYPE3 - 12ft mast arm	145	0.9	30ft
•	RW2-4	3	70W LED Roadway TYPE3 - 4ft mast arm	71	0.9	25ft
⬆	TRAD1-X	2	EXISTING - 100W HPS TYPE III TRADITIONAIRE POST TOP - 16FT FIBERGLASS POLE	100	0.81	12ft

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Area Calc's - 10ftx10ft spacing	+	0.1 fc	3.2 fc	0.0 fc	N/A	N/A

Note -

- ALL POLE LOCATIONS ARE EXISTING
- ALL NEW FIXTURES TO BE MOUNTED ON EXISTING MAST ARMS WITH THE EXCEPTION OF FIXTURE RW2-4-30. THIS WOULD BE A NEW LIGHT LOCATION REQUIRING A NEW 4FT MAST ARM.
- ADDED FIXTURE RW2-4-30 TO EXISTING POLE# 151-376 TO PROVIDE ADDITIONAL LIGHTING TO RECENTLY INSTALLED EAST/WEST WALKING TRAIL.
- (2) TRADITIONAL EXISTING LIGHT FIXTURES WERE INCLUDED ON THIS PHOTOMETRIC AS THE FUTURE OF THEM WERE UNKNOWN.
- POLE LOCATIONS MAY NOT BE EXACT, HAD TO RANGE OFF OF GOOGLE EARTH AND MY WORLD. SO THEY ARE APPROXIMATE.

Photometric Design approved by: _____ Date: _____

Photometric Design Received and Acknowledged by: _____ Date: _____

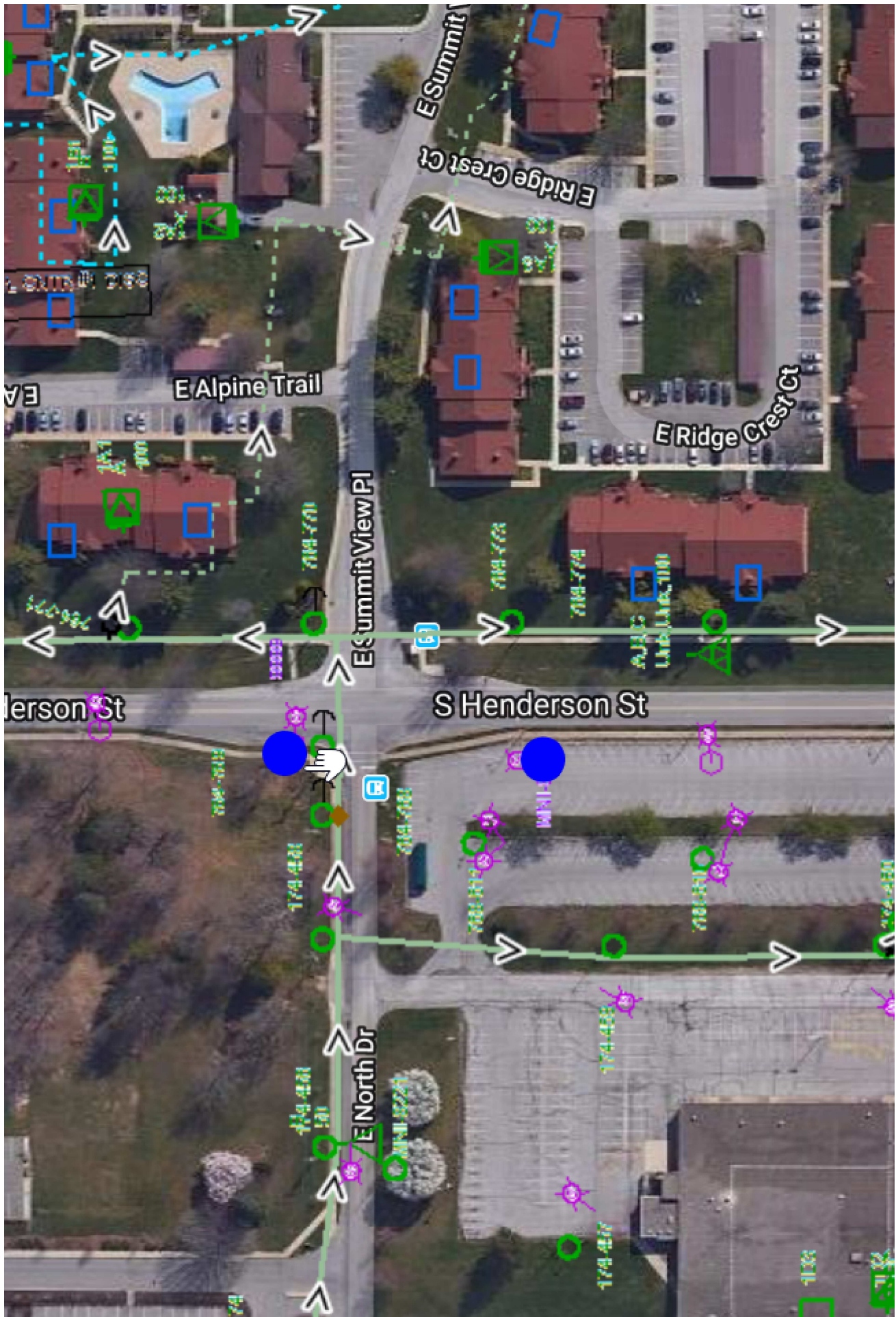
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Lighting Design Tolerance
The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

Henderson St Path Lighting Plan
Sheet 1



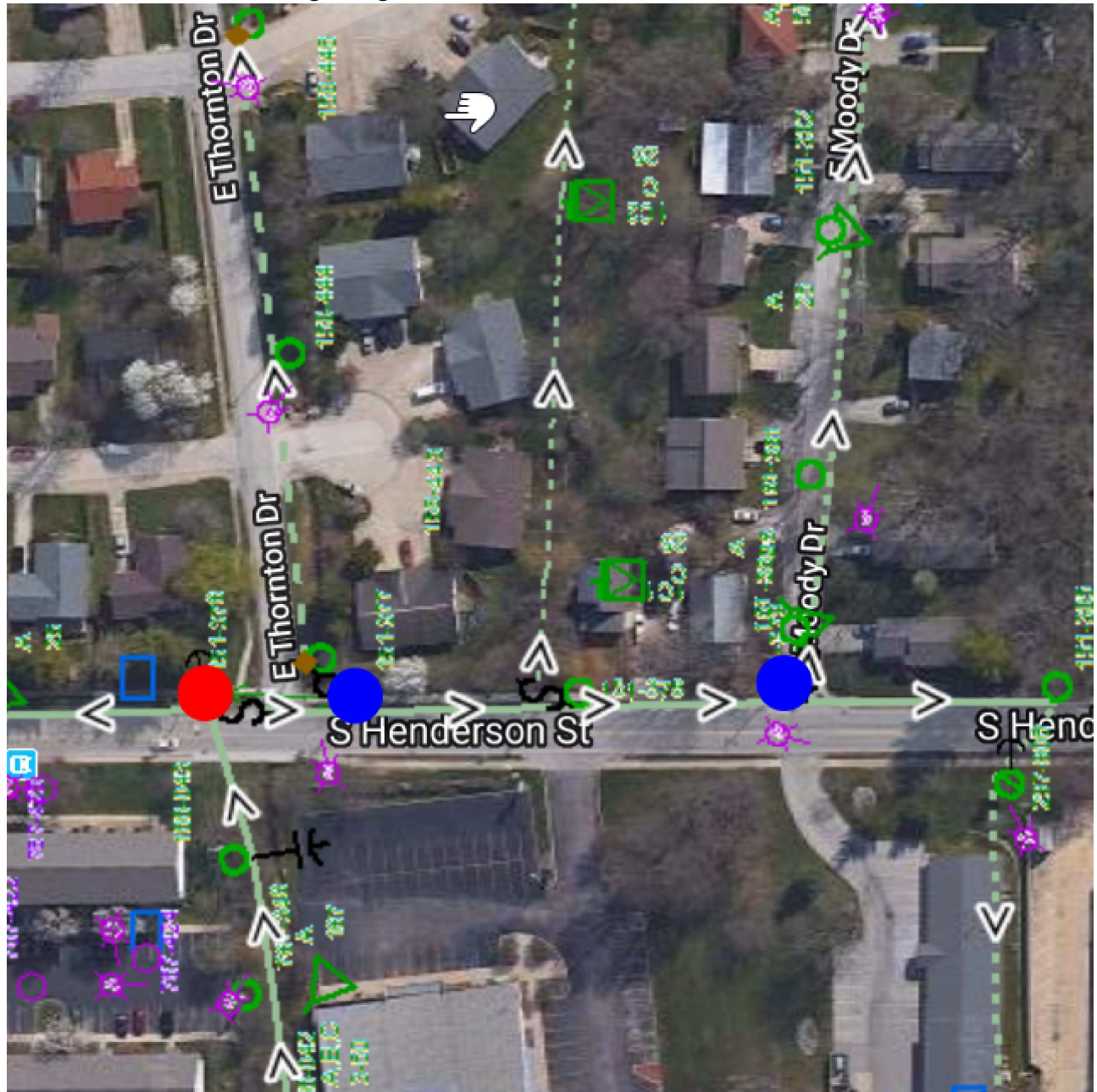
Henderson St Path Lighting Plan Sheet 3



Henderson St Path Lighting Plan Sheet 4



Henderson St Path Lighting Plan Sheet 5





9/17/2019

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

315 WINSLOW RD E
BLOOMINGTON, IN

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000015396		9/17/2019
	Agreement Coverage			Agreement Number		Current Date
19603942	33737596	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer. The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision		
Service Address	315 WINSLOW RD E	
Service Address	MISC: LIGHTING	
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 12/16/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$8,672.17	\$13.88	\$16.92	8	\$30.80	\$3.85	\$3.85
Option B - 1 Year Agreement Initial Term	\$755.75	\$13.88	\$16.92	8	\$786.56	\$98.32	\$3.85
Option C - 3 Year Agreement Initial Term	\$258.93	\$13.88	\$16.92	8	\$289.73	\$36.22	\$3.85
Option D - 5 Year Agreement Initial Term	\$175.68	\$13.88	\$16.92	8	\$206.48	\$25.81	\$3.85
Option E - 7 Year Agreement Initial Term	\$140.91	\$13.88	\$16.92	8	\$171.71	\$21.46	\$3.85
Option F - 10 Year Agreement Initial Term	\$115.73	\$13.88	\$16.92	8	\$146.53	\$18.32	\$3.85

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

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

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

Duke Energy Representative		AND	Customer / Representative	
Signature	<u>Craig Barker</u>	Signature	_____	
Printed Name	<u>Craig Barker</u>	Printed Name	_____	
Date	<u>9/17/2019</u>	Date	_____	

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 110W Gray (RAL7038) Type III	9,336	110	0.1100	440	\$1.73	\$1.60	1	\$3.34
3	Roadway LED 150W Gray (RAL7038) Type III	12,642	150	0.1500	600	\$1.73	\$2.19	7	\$27.46
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	30.80

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

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

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	8

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Side Mount Bracket - 18 IN - Wood Pole
7	Side Mount Bracket - 8 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

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

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



USP: Add Up Stream Protection, Facility ID, and Blocking Devis Type
 USP:
 USP:
 USP:
 USP:



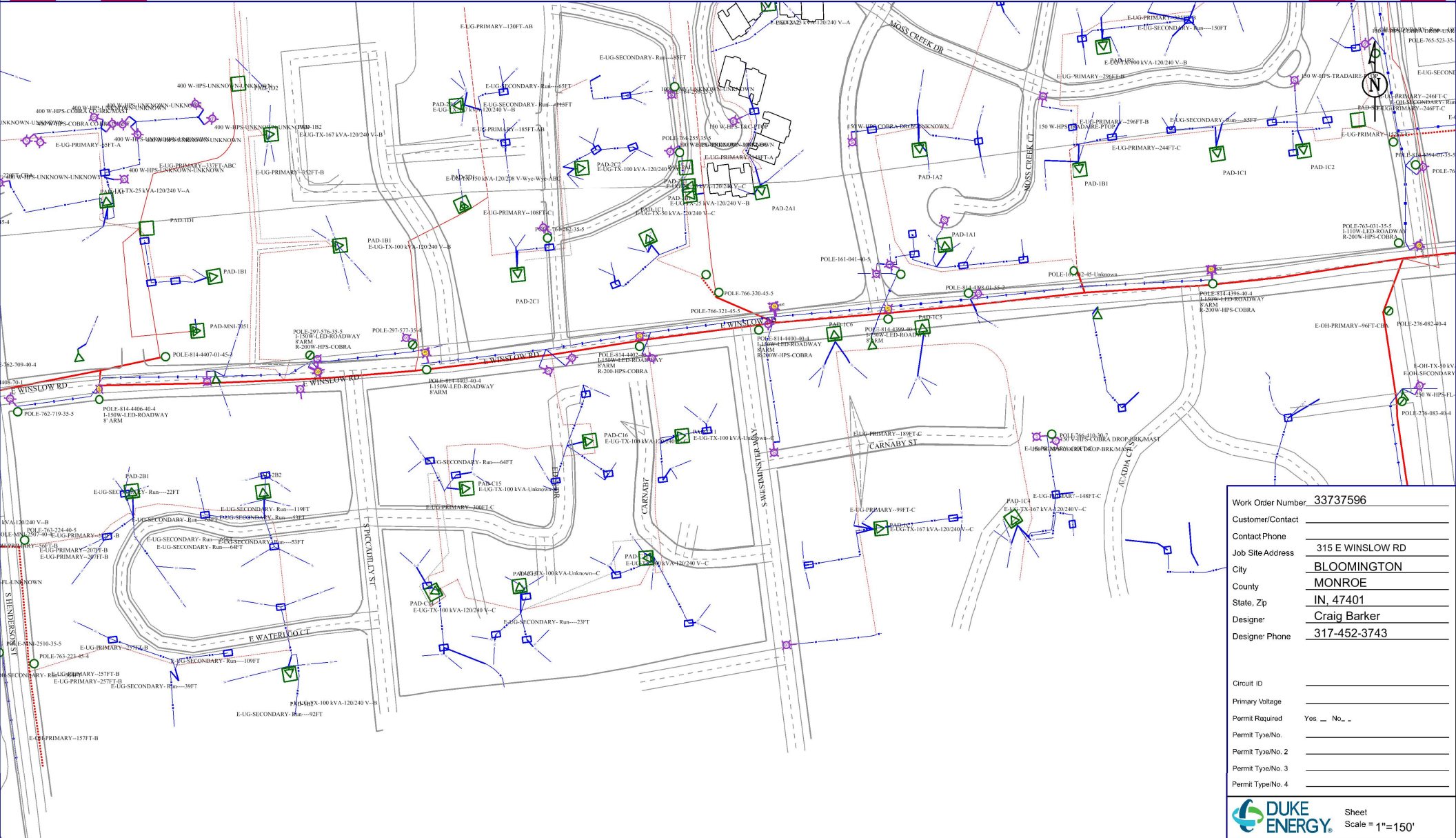
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Safety Reminders / Adverse Conditions

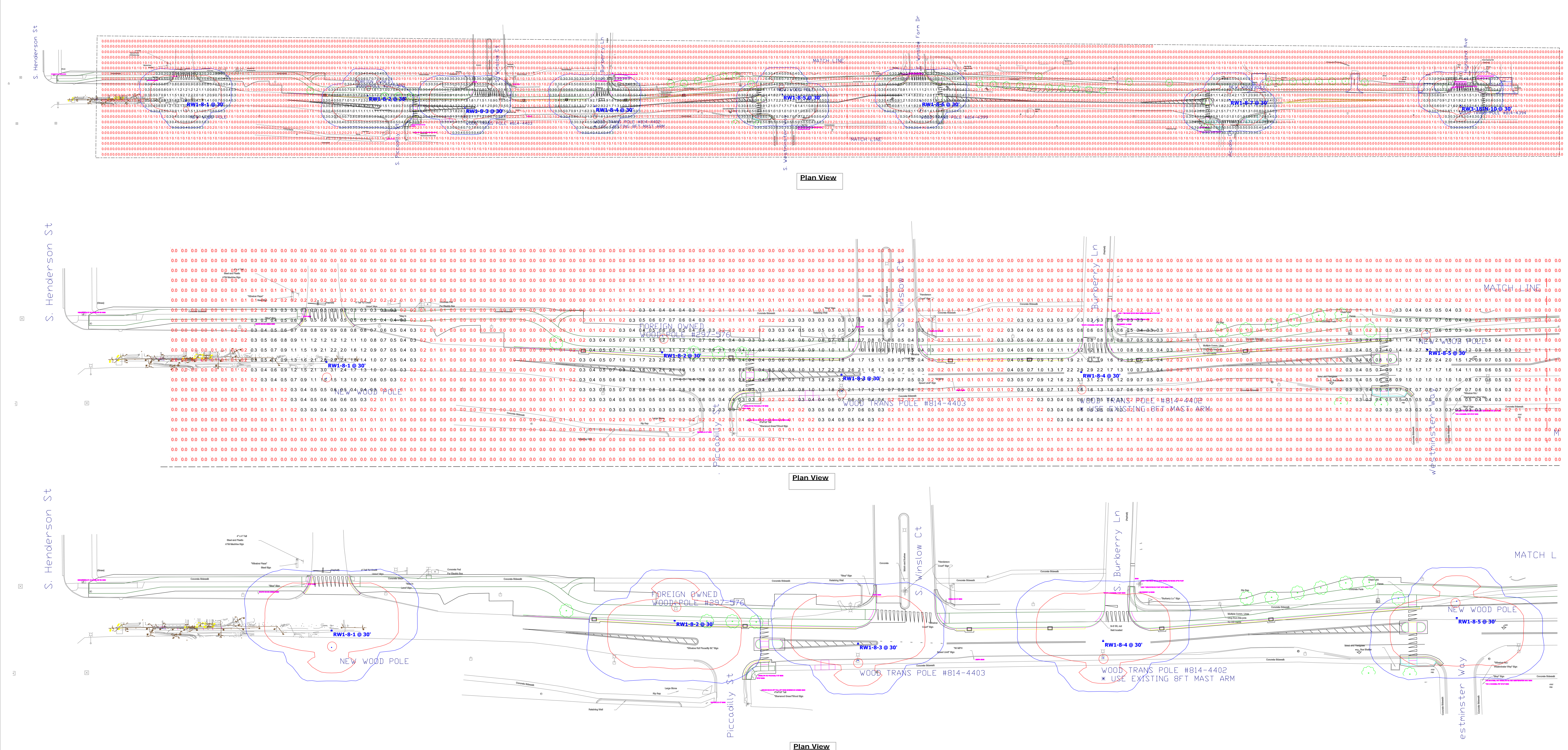


Work Zone General Comments: Double click to e

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



Work Order Number	33737596
Customer/Contact	
Contact Phone	
Job Site Address	315 E WINSLOW RD
City	BLOOMINGTON
County	MONROE
State, Zp	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Midwest Outdoor Lighting Solutions

Iso-Illuminance Contours

0.25

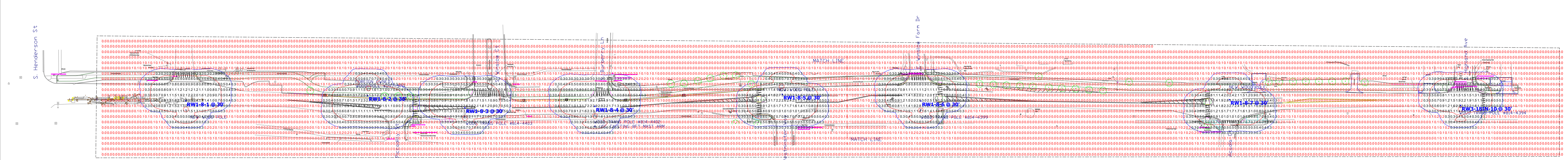
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Luminaire Schedule						
Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
•	RW1-8	7	150W LED Roadway Type3 - 8ft Mast Arm	145	0.9	30ft
□	RW3-18IN	1	110W LED Roadway Type3 - 18inch Bracket	105	0.9	30ft

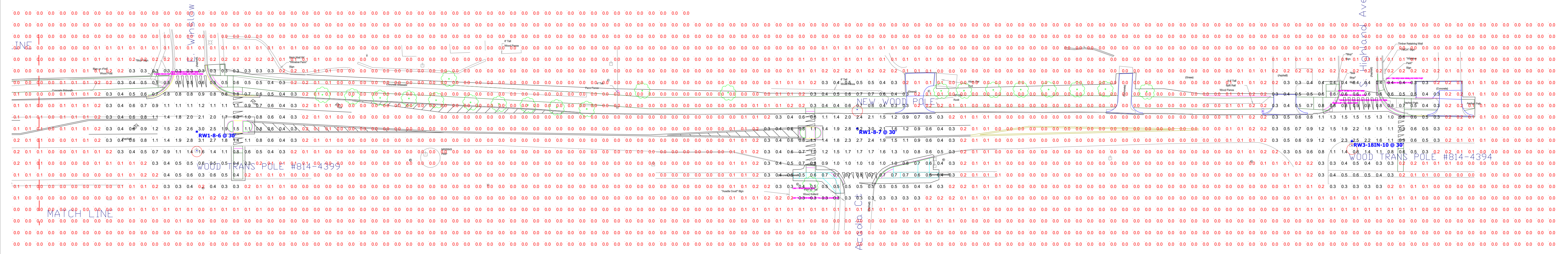
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.2 fc	3.2 fc	0.0 fc	N/A	N/A

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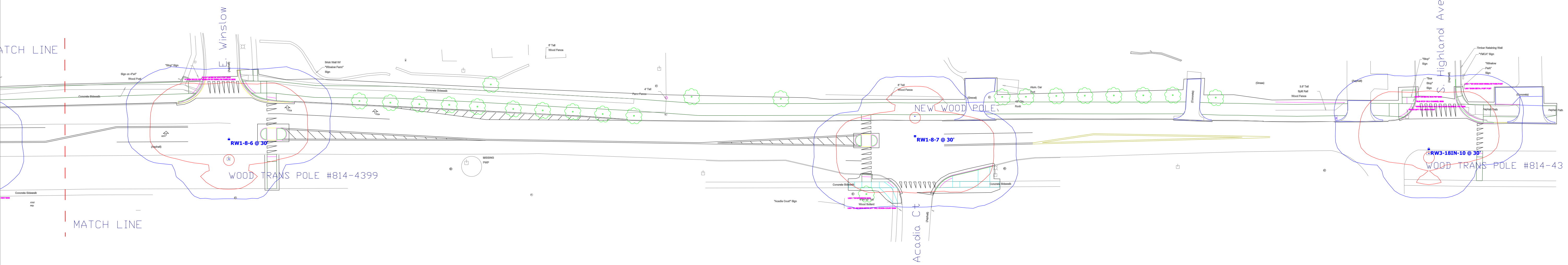
Lighting Design Tolerance
 The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



Plan View



Plan View



Plan View

Iso-Illuminance Contours

0.25
 0.5

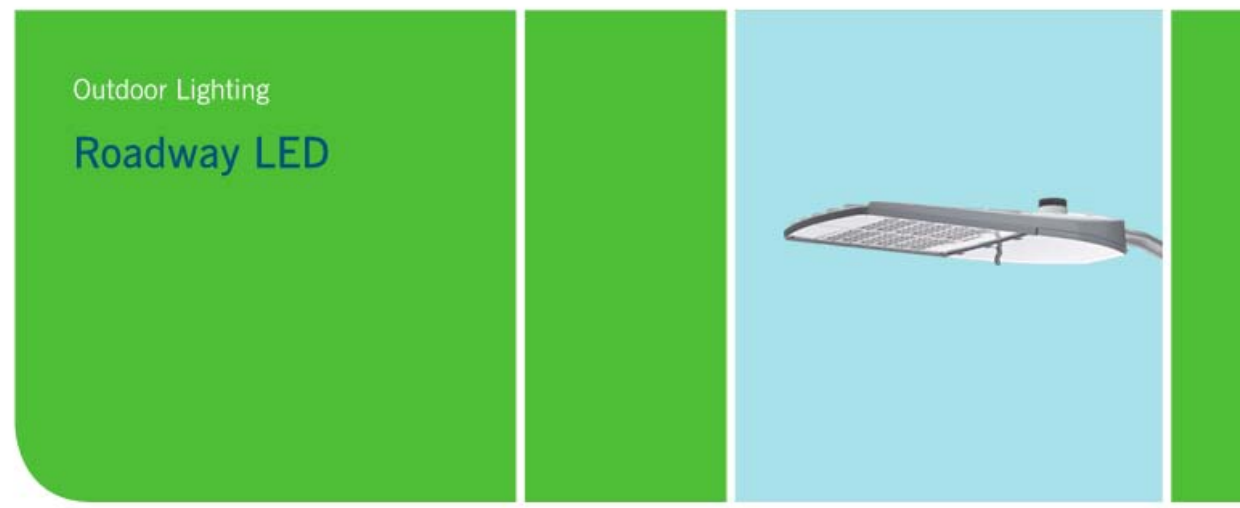
Luminaire Schedule						
Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
•	RW1-8	7	150W LED Roadway Type3 - 8ft Mast Arm	145	0.9	30ft
□	RW3-18IN	1	110W LED Roadway Type3 - 18inch Bracket	105	0.9	30ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.2 fc	3.2 fc	0.0 fc	N/A	N/A

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 This document together with the concepts and designs presented herein, presented as an instrument of service, is the sole property of Duke Energy, and is intended only for the specific purpose and prospective client as stated in the title block of this drawing. Any use, copying, reproduction or disclosure of the drawing, design or any information contained herein by the prospective customer or other entities, including without limitation, architects, engineers, or equipment manufacturers is hereby expressly prohibited and shall not be permitted absent prior written consent from, and payment of compensation to Duke Energy. Duke Energy disclaims any liability or responsibility for any unauthorized use of or reliance on this document.

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Outdoor Lighting
Roadway LED

Subject to variance from manufacturer. Contact us for region specific details.

The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED <i>(Light Emitting Diode)</i>	50 70 110 150 220 280 watts
Mounting heights	15', 20', 25', 30', 35'
Colors	Bronze Black Gray Green
Poles	Style A Wood
Applications	Neighborhoods Parks Streets Parking lots Businesses

For additional information, visit duke-energy.com/OutdoorLighting or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)



BUILDING A SMARTER ENERGY FUTURE™



Outdoor Lighting
Roadway LED

Light source: LED *(white)*
 Wattage: 50 | 70 | 110 | 150 | 220 | 280
 Lumens: 4,500 | 6,500 | 9,500 | 12,500 | 18,500 | 24,000
 Light pattern: IESNA Type III *(oval)*
 IESNA cutoff classification: Full cutoff
 Color temperature: 4,000K
 Warm-up and restrike time: Instant on *(no warm-up or restrike time)*

light distribution pattern

Poles available:

Name	Mounting height	Color
Aluminum	15', 20', 25', 30', 35'	Bronze Black Gray Green
Wood	Various	Standard

Features

Features	Benefits
Little to no upfront capital cost required	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 125 years of experience	A name you can trust today ... and tomorrow

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Subject to variance from manufacturer. Contact us for region specific details.

Style E	Style F	Wood
Round, fluted, straight upper shaft with a larger lower shaft and a round, smooth base	Fluted, straight shaft with a fluted, round base	Round, tapered, solid treated hardwood
Mounting height: 12'	Mounting height: 12'	Mounting heights: Various 25'-45'
Colors: Black, Green	Colors: Black, Green	Color: Standard
Material: Aluminum	Material: Aluminum	Material: Wood
Foundation: AB required (Flush or Recess)**	Foundation: AB required (Flush or Recess)**	Foundation: Direct Bury Only

For additional information, visit duke-energy.com/OutdoorLighting or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)

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Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
•	RW1-8	7	150W LED Roadway Type3 - 8ft Mast Arm	145	0.9	30ft
•	RW3-18IN	1	110W LED Roadway Type3 - 18inch Bracket	105	0.9	30ft

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.2 fc	3.2 fc	0.0 fc	N/A	N/A

Iso-Illuminance Contours

0.25

0.5

Note -

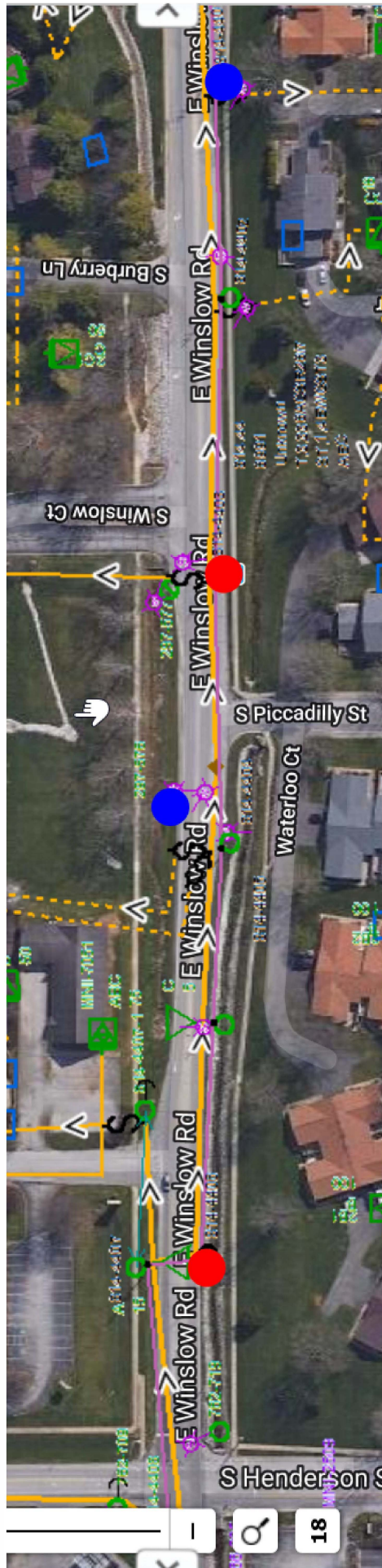
- NEW WOOD POLES AT LOCATIONS RW1-8-1, RW1-8-5, RW1-8-7 ALL OTHERS ARE EXISTING POLES

Photometric Design approved by: _____ Date: _____

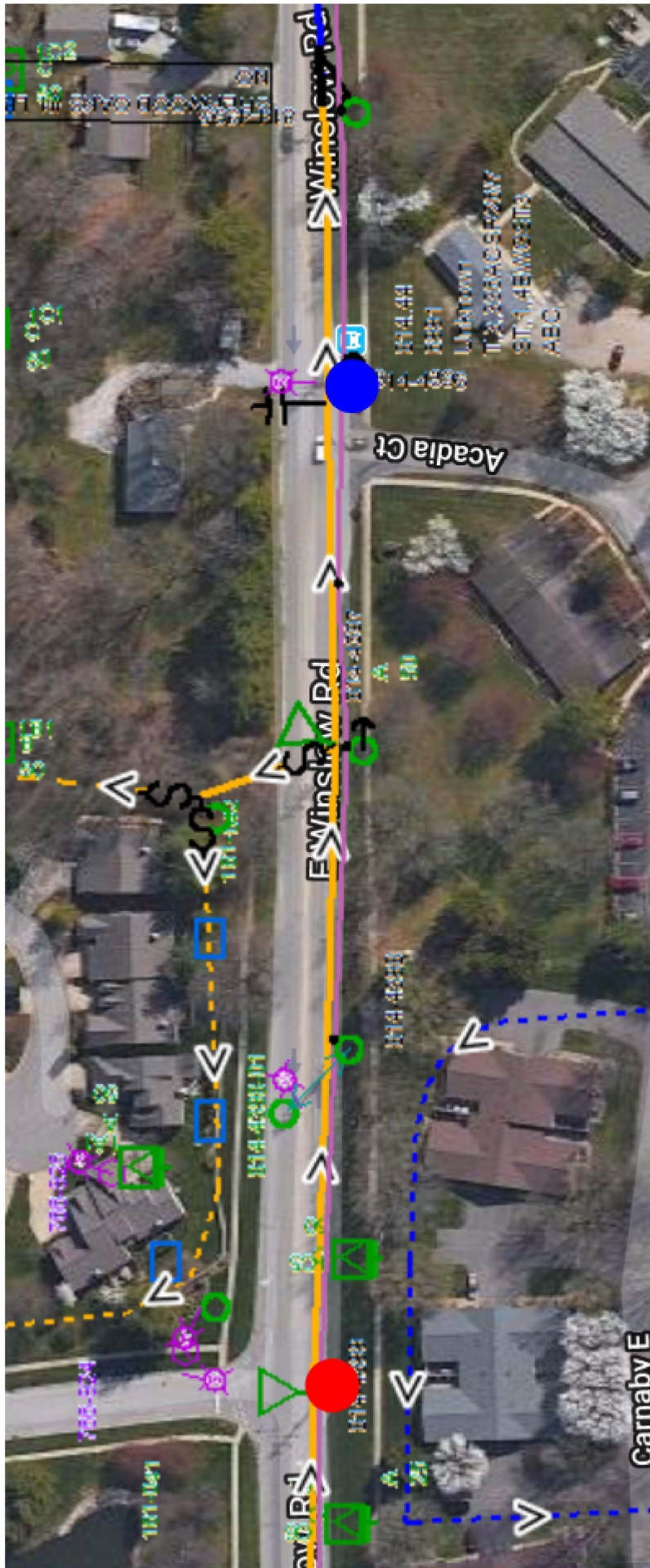
Photometric Design Received and Acknowledged by: _____ Date: _____

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Lighting Design Tolerance
 The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



Winslow Rd Path Lighting Plan
Sheet 1



Winslow Rd Path
Lighting Plan
Sheet 2



8/19/2019

CITY OF BLOOMINGTON

Subject:

2455 ROGERS RD E
BLOOMINGTON, IN

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 150W Gray (RAL7038) Type III	12,642	150	0.1500	600	\$1.52	\$2.19	1	\$3.71
3	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.52	\$1.02	1	\$2.54
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		6.25

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

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

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

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

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	2

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Side Mount Bracket - 10 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

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

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP:
 USP:
 USP:



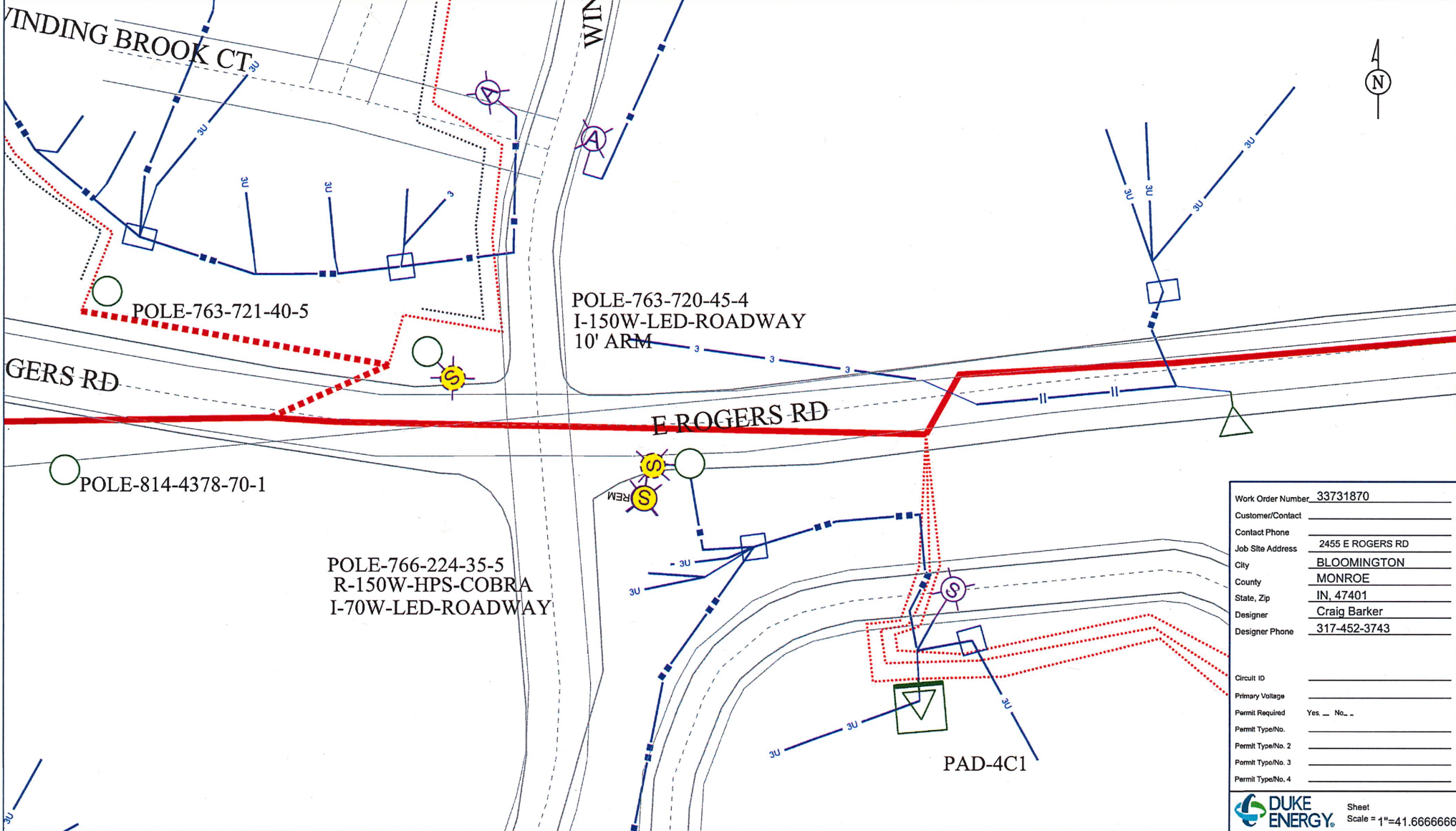
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Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

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



Work Order Number	33731870
Customer/Contact	
Contact Phone	
Job Site Address	2455 E ROGERS RD
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ... No ...
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Board of Public Works Staff Report

Project/Event: Agreement for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right-of-Way.

Petitioner/Representative: St. Remy Homeowners Association

Staff Representative: Christina Smith

Meeting Date: 10/1/2019

The St. Remy Homeowners Association has applied and received a Small and Simple Grant from the Housing & Neighborhood Development Department to replace the entryway sign that has weathered over time.

The dimensions of the custom, double sided, sign are 19" X 23" and will hang on an existing poll located on the southwest corner of E. St. Remy Drive and S. Smith Road.

The HOA wishes to enter into an agreement with the Department of Public Works for the installation and maintenance of the sign and shall gift the public sign to the City.

Recommendation and Supporting Justification: Staff recommends that the Board approve the St. Remy Homeowners Association agreement for the installation and maintenance of a neighborhood sign.

Recommend Approval Denial by: Christina Smith



**City of Bloomington
Department of Public Works
Planning and Transportation Department**

**Agreement for Installation and Maintenance of
Unlighted Neighborhood Signage in the Public Right of Way**

Specific location(s) for signage: South West Corner of E. St. Remy Drive and S. Smith Road. This Agreement between the City of Bloomington Department of Public Works and/or the Planning and Transportation Department (hereafter “City”) and St. Remy Homeowners Associations (represented by member Carol-Anne Hossler) (hereinafter “Applicant”) is to provide a means of installing signage at the location(s) provided above to identify and highlight the neighborhood.

An Excavation Permit is required prior to sign installation. Application for an Excavation Permit shall be made with the Planning and Transportation Department. No Excavation Needed

The Applicant identified below shall obtain written approval from the City prior to purchasing neighborhood signs. The City shall review all proposed signs and sign location(s) for such factors as potential sight obstructions and compliance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) prior to approving the purchase of sign(s) and sign location(s).

City streets which are subject of a Neighborhood Sign Agreement shall be required to install “public signs”, as said term is defined by Title 20 of the Bloomington Municipal Code. **The Applicant shall purchase the “public signs” and shall gift the said “public signs” to the City.**

The sign(s) described above and the public right of way in which the sign(s) is/are installed shall remain the property of the City. The City makes no commitment to maintain or reinstall the sign(s) in the event of vandalism, accidental damage, or normal wear. If, in the sole judgment of the City, it is found that the sign(s) described above is/are not meeting the terms and conditions of the Agreement, the City may revoke this Agreement and remove the sign(s).

The installed “public sign(s)” is/are subject to the following requirements:

- Number: no more than one (1) public sign(s) shall be installed.
- Design: The design, including the material and size, shall be approved by the City prior to the gifting.
- Placement: The placement of each public sign shall be determined by the City.

The Applicant agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of the City, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Applicant in its acts or omissions pursuant to this Agreement.

This Agreement is not valid and work is not permitted until signed and approved by the City.

The Applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said Agreement issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, Agreement conditions and state statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval.

Applicant Information:

Name or Organization: St. Remy Homeowners Association

Contact Person (*Printed Name*): Carol-Anne Hossler

Contact Email: chossler@indiana.edu Contact Phone No: 812-334-4099

Signature: _____ Date: _____

CITY OF BLOOMINGTON

Adam Wason, Director
Public Works Department

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Terri Porter, Director
Planning and Transportation Department

Date

Philippa M. Guthrie, Corporation Counsel

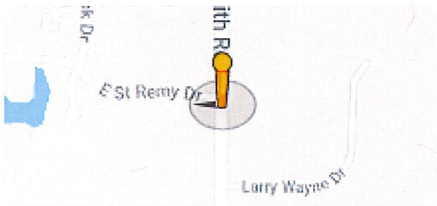
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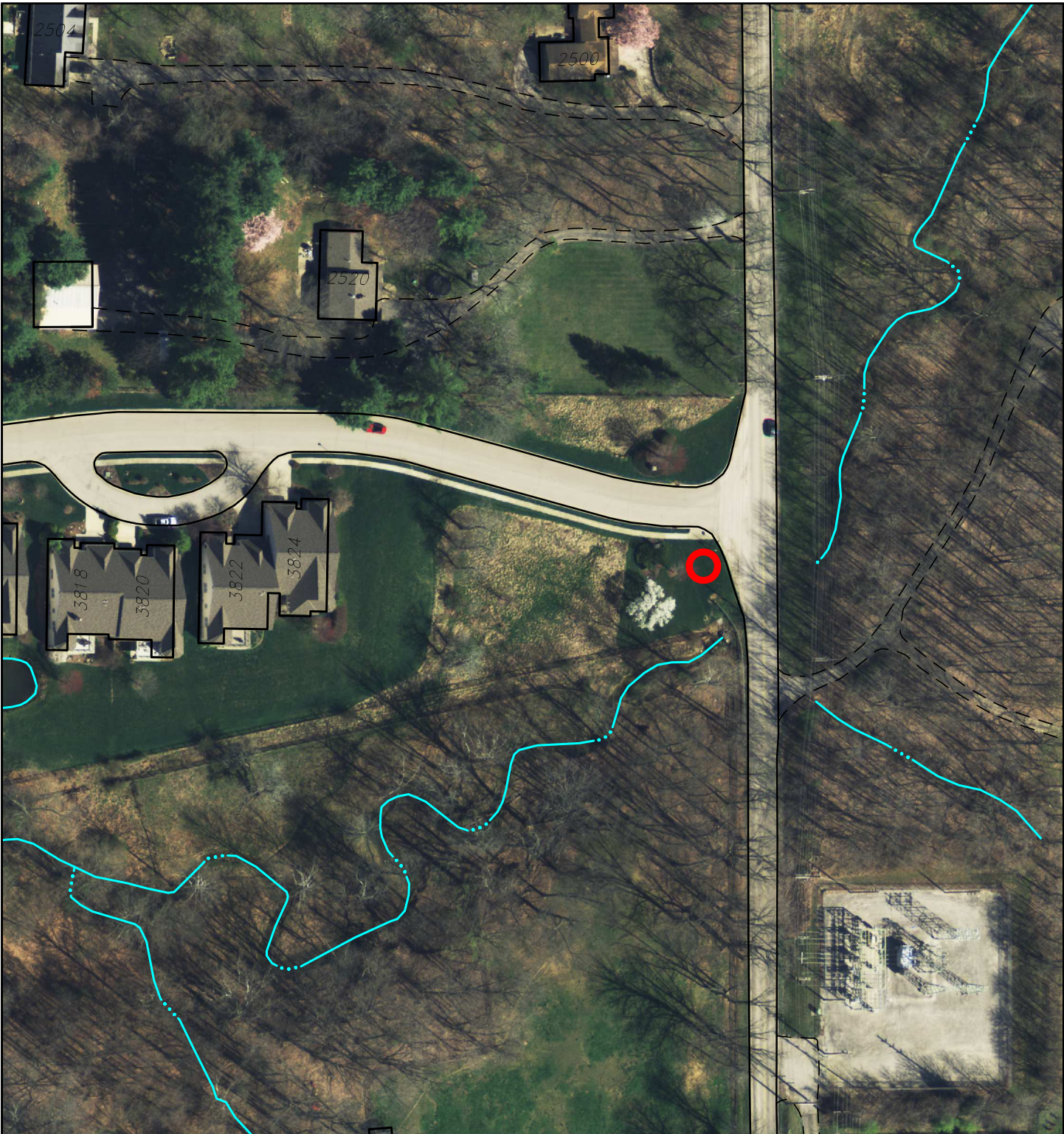
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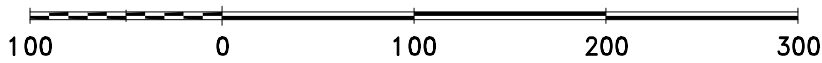
Image capture: May 2019 © 2019 Google

Street View

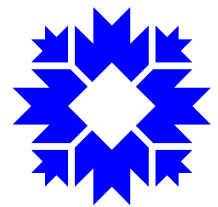




By: smithc
24 Sep 19



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/27/2019	Payroll				412,915.04
					<u>412,915.04</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 \$ 412,915.04

Dated this 1 day of October year of 2019.

Kyla Cox Deckard President **Beth H. Hollingsworth Vice President** **Dana Palazzo Secretary**

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Request approval for Summit Woods Phase 3 Final Plat

Staff Representative: Sara Gomez

Petitioner/Representative: Smith Brehob & Associates, Inc./ Steve Brehob

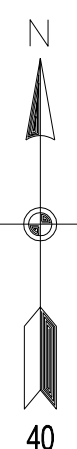
Date: 10/1/2019

Report: The Summit Woods Phase 3 Final Plat was approved through the Plat Committee on 9/23/2019. The final plat includes dedication of right-of-way to the public. Additionally, Lot 25 (0.83 acres) is required to be dedicated to the Parks and Recreation Department upon completion and acceptance of the required Public Improvements. The public improvements required include the construction of a 12' wide multiuse trail on lot 25, Ezekiel Drive extension, 5' sidewalks, curbs, 5' tree plots and street trees. The Public improvement bond estimates were approved by Planning and Transportation staff on 9/25/2019 as follows:

- The 12' multiuse path portion of construction will be bonded for at \$84,664.00
- The Ezekiel Drive extension portion of construction will be bonded for at \$135,909.00

Recommendation: Staff recommends the approval of the Final Plat. The bond amounts for the public improvements have been reviewed by P&T staff and are also recommended for approval.

Recommend **Approval** **Denial by:** Sara Gomez

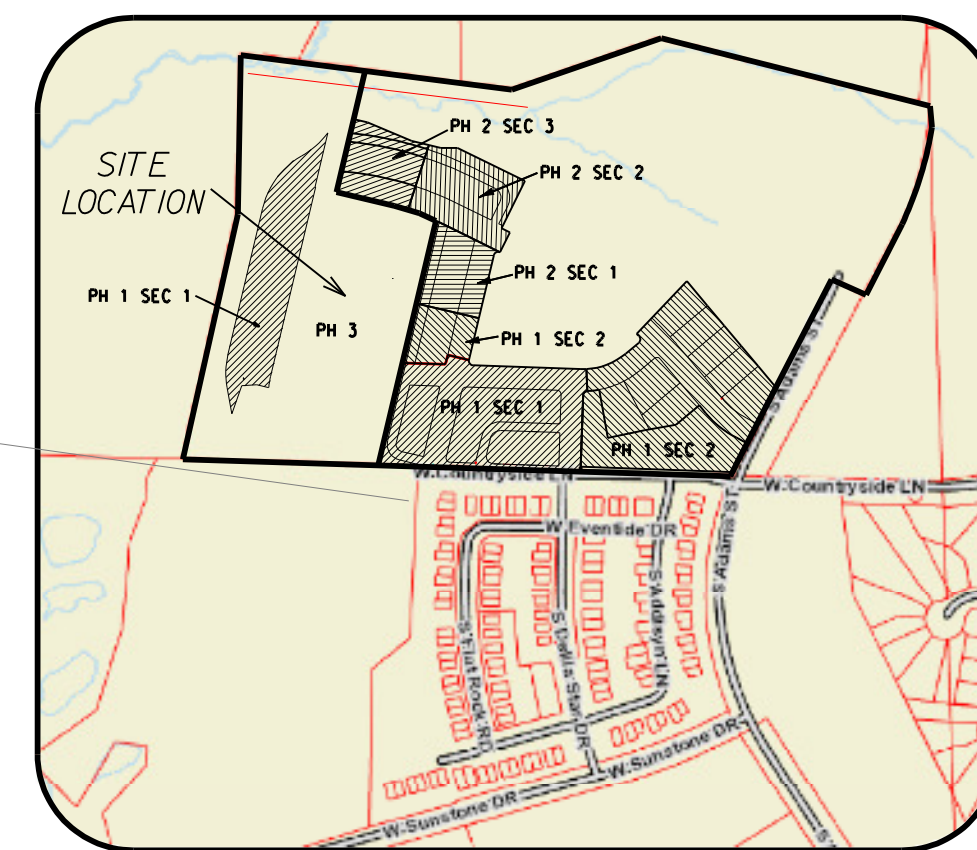


MONUMENT LEGEND

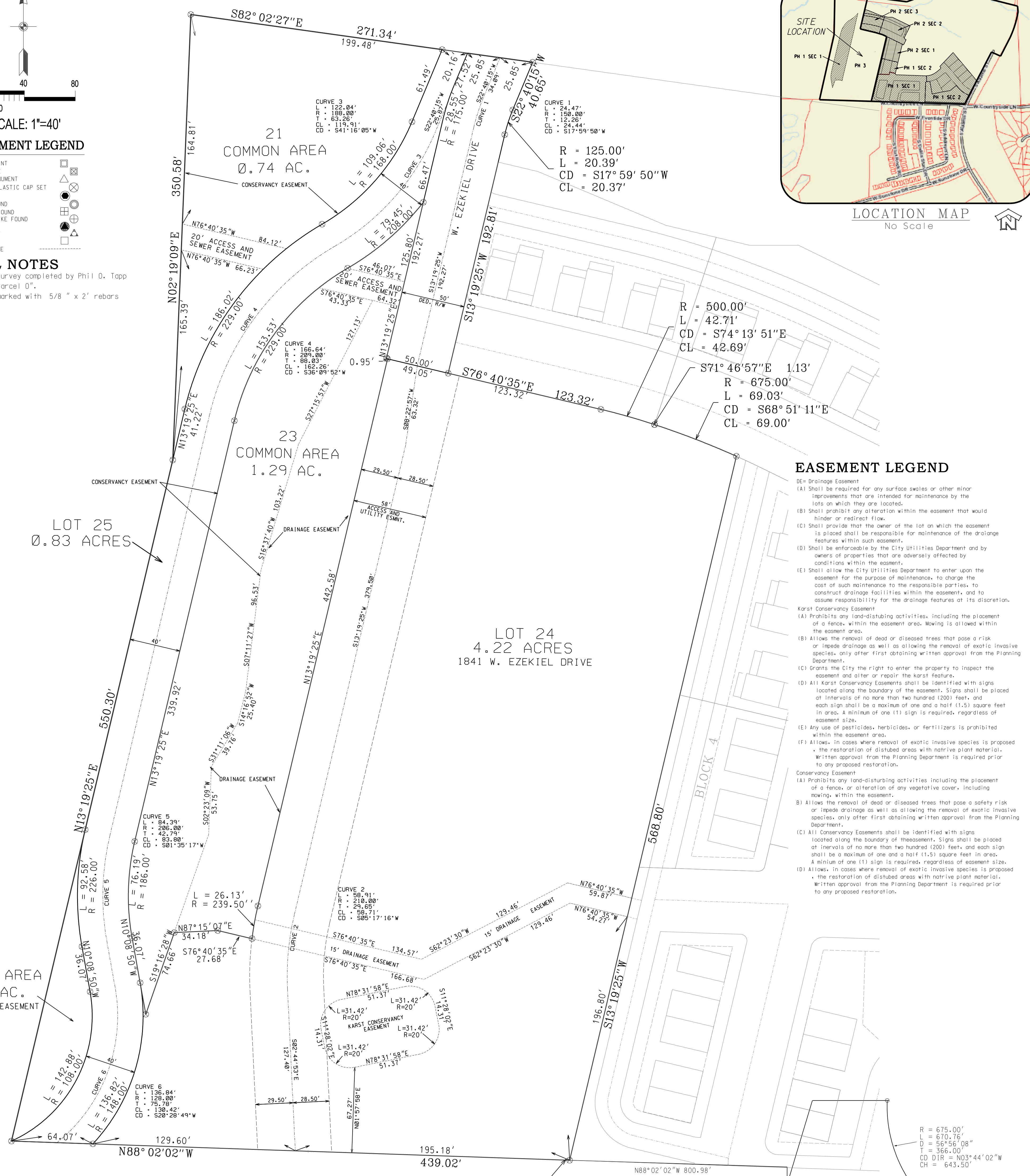
- STONE MONUMENT
- STONE WITH X
- CONCRETE MONUMENT
- 5/8" REBAR W/PLASTIC CAP SET
- REBAR FOUND
- IRON ROD FOUND
- FENCE POST FOUND
- RAILROAD SPIKE FOUND
- PK NAIL
- GPS MONUMENT
- HIGHWAY BOX
- EASEMENT LINE

GENERAL NOTES

1. Original boundary survey completed by Phil D. Tapp entitled "Suburb Parcel 0".
2. All corners to be marked with 5/8" x 2" rebars with yellow cap.



LOCATION MAP No Scale



EASEMENT LEGEND

- DE= Drainage Easement
- (A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
- (B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
- (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
- (D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
- (E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.
- Karst Conservancy Easement
- (A) Prohibits any land-disturbing activities, including the placement of a fence, within the easement area. Mowing is allowed within the easement area.
- (B) Allows the removal of dead or diseased trees that pose a risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
- (C) Grants the City the right to enter the property to inspect the easement and either repair the karst features.
- (D) All Karst Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.
- (E) Any use of pesticides, herbicides, or fertilizers is prohibited within the easement area.
- (F) Allows, in cases where removal of exotic invasive species is proposed, the restoration of disturbed areas with native plant material. Written approval from the Planning Department is required prior to any proposed restoration.
- Conservancy Easement
- (A) Prohibits any land-disturbing activities including the placement of a fence, or alteration of any vegetative cover, including mowing, within the easement.
- (B) Allows the removal of dead or diseased trees that pose a safety risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
- (C) All Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.
- (D) Allows, in cases where removal of exotic invasive species is proposed, the restoration of disturbed areas with native plant material. Written approval from the Planning Department is required prior to any proposed restoration.

LEGAL DESCRIPTION

A part of the Southeast quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows: Commencing at the Southeast corner of said Section 7; thence South 87 degrees 11 minutes 18 seconds East, a distance of 10.78 feet to the West right of way line of Adams Street; thence the next 4 courses along said West line:

1. North 01 degrees 50 minutes 51 seconds East, a distance of 86.94 feet to a tangent curve to the left having a radius of 617.00 feet and a chord bearing and distance of North 15 degrees 10 minutes 38 seconds West, 361.29 feet;
2. Northerly along said curve through a central angle of 34 degrees 02 minutes 57 seconds for a length of 366.67 feet;
3. North 32 degrees 12 minutes 06 seconds West, a distance of 684.50 feet to a tangent curve to the right having a radius of 675.00 feet and a chord bearing and distance of North 03 degrees 44 minutes 02 seconds West, 643.50 feet;
4. Northerly along said curve through a central angle of 56 degrees 56 minutes 08 seconds for a length of 670.76 feet;

thence leaving said right of way North 88 degrees 02 minutes 02 seconds West, a distance of 800.98 feet to the true Point of Beginning; thence North 88 degrees 02 minutes 02 seconds West 439.02 feet to the Southwest corner of Summit Woods Phase 3 Section 1, as shown on the Final Plat thereof, recorded in Plat Cabinet D Envelope 154 in the Office of the Recorder, Monroe County, Indiana; thence along the West line of said Final Plat North 13 degrees 19 minutes 25 seconds East 550.30 feet; thence continuing along the West line of said Final Plat North 02 degrees 19 minutes 09 seconds East 350.58 feet to the Northwest corner of said Final Plat; thence, South 82 degrees 02 minutes 27 seconds East along the North line of said Final Plat 271.34 feet; thence leaving said North line South 22 degrees 40 minutes 15 seconds West 40.65 feet to a tangent curve, concave to the Southwest, having a chord bearing of South 17 degrees 59 minutes 50 seconds West, a chord length of 20.37 feet and a radius of 125.00 feet; thence along said curve an arc length of 20.39 feet; thence South 13 degrees 19 minutes 25 seconds East 192.81 feet; thence South 76 degrees 40 minutes 35 seconds East 123.32 feet to a tangent curve concave to the Southwest, having a chord bearing of South 13 degrees 13 minutes 51 seconds East, a chord length of 42.69 feet and a radius of 500.00 feet; thence along said curve an arc length of 42.71 feet; thence South 71 degrees, 46 minutes 57 seconds East 1.13 feet to a tangent curve concave to the Southwest, having a chord bearing of South 68 degrees 51 minutes 11 seconds East, a chord length of 69.03 feet and a radius of 675.00 feet; thence along said curve and arc length of 69.03 feet to the Northwest corner of Summit Woods Phase 2 Section 1 as shown on the Final Plat thereof, recorded in Plat Cabinet D Envelope 166 in the Office of the Recorder, Monroe County, Indiana; thence South 13 degrees 19 minutes 25 seconds West 568.80 feet to the Point of Beginning, containing 7.51 acres, more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this _____th day of _____, 2019.

Todd M. Borgman
Registered Land Surveyor No. LS21200021
State of Indiana

I affirm under the penalties of perjury, that I have taken reasonable care to ascertain each Social Security Number in this document unless required by law.

Todd M. Borgman

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Dana Patazzo, Member

Approved by the City Plat Committee at a meeting held:

Theresa Porter, Director of Planning and Transportation

Joseph Hoffmann, President of Plan Commission

OWNER CERTIFICATION

The real estate described on this plat shall be and is hereby subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, as well as the Facilities Maintenance Plan, which form a part of that document.

Recorded on July 25, 2016 as Instrument Number 20160124 COV RES in the office of the Recorder of Monroe County, Indiana.

The undersigned, Joseph Kemp, Jr., President of Joe Kemp Construction, LLC, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known as designated Summit Woods Phase 3 Final Plat.

All additional rights-of-way shown and not previously dedicated are hereby dedicated to public use. IN WITNESS WHEREOF, Joe Kemp Construction, LLC, an Indiana Limited Liability Company, by Joseph Kemp Jr., President, has hereunto executed this _____th day of _____, 2019.

Joseph Kemp Jr., President
Joe Kemp Construction, LLC.

STATE OF INDIANA)
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Joseph Kemp Jr., personally known to me to be the President of Joe Kemp Construction, LLC, and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Summit Woods Phase 3 Final Plat as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this _____th day of _____, 2019.

My Commission Expires: _____

_____, NOTARY PUBLIC
a resident of _____ County

SUMMIT WOODS PHASE 3 - FINAL PLAT



Board of Public Works Staff Report

Project/Event:	Application for Shared-Use Motorized Scooter Operator License
Petitioner:	Bird Rides, Inc.
Staff Representative:	Michael Rouker, City Attorney Alex Crowley, Director Economic and Sustainable Development
Date:	October 1, 2019

Report: Bird Rides, Inc. has been operating a shared-use motorized scooter business in Bloomington since September, 2018. In November, the City entered into an interim operating agreement with Bird pending the development and enactment of long-term scooter legislation. This legislation was enacted effective September 1, 2019 and at its September 17 meeting the Board of Public Works approved a form license application for use by interested scooter companies. Bird Rides, Inc. (operating as “Bird,”) has submitted its license application for approval by the Board of Public Works.

Pertinent considerations:

- The application as submitted responds to the City’s requirements. It is noteworthy that while Bird offers the required Bloomington-specific website, it does not offer a Bloomington-specific mobile app. That being said, Bird’s general app provides all the information that would have been required under a Bloomington-specific app, and therefore the app as it exists substantially satisfies the City’s requirement.
- Bird offers an access plan that provides a significantly greater benefit to low-income riders than is required by the City.
- In response to the question of whether Bird has had a similar license revoked elsewhere, Bird states that they were part of a pilot program in Charlottesville, VA that is running from January through December, 2019. Bird operated scooters during the first half of the year under the program and then temporarily halted services in June when UVA students left town. In August, Charlottesville revoked Bird’s ability to continue in the pilot program for the rest of the year; Bird states that Charlottesville has invited Bird to apply to the permanent program once it is in place. Bird does not provide the grounds for the revocation.
- Bird has not applied to be part of the optional Bikeshare program that would lower its per-ride scooter cost.
- With its application, Bird submitted its \$10,000 annual license fee, which is being held at the Controller’s Office pending approval of this application.

Staff recommends approval of Bird's application for a Shared-Use Motorized Scooter Operator License.

Recommend Approval

Denial by: Michael Rouker

Board of Public Works

Staff Report



Bloomington

Board of Public Works



Shared-Use Motorized Scooter Operator License Application

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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 30,000 Bloomington residents and visitors have taken almost 200,000 rides on Birds. That's more than 140,000 miles traveled, which is equivalent to driving back and forth between Bloomington and Indianapolis 1,378 times. That's also nearly 25,000 hours spent riding Birds in Bloomington, which is enough time to watch the movie *Breaking Away* 14,787 times, consecutively.

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.



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, tens of millions of Bird rides have taken place in over 125 cities and universities globally.

Bird was the only transportation company to receive the 2018 Global Sustainable Development Goal Award for breaking down barriers and integrating profit with purpose. In April 2019, we released a comprehensive safety report where our findings highlighted that cities with strong existing bike infrastructure and a commitment to replacing car trips, much like Bloomington, enjoy safer streets after implementing a scooter sharing program. These and other initiatives showcase our commitment to the safety of the riders and communities we serve.



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

Safest vehicle track record in the industry	Bird has a track record of tens of millions of rides with a reported injury rate at a fraction of one-percent. Bird’s two lines of 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.
Responsible and safe operations	Bird has and will always put the safety of vulnerable road users first. We are the only qualified operator to limit vehicle “unlocks” to one Bird per user to ensure our vehicles are not being shared with underage riders. 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.
Professional, in-house local fleet team	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.
Robust rebalancing	Our local street team, also known as Bird Watchers, re-balance 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 of Bird Watchers to the area in advance of vehicle clustering.
Sustainability	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 six months to a year with proper maintenance. We expect that our latest models will last even longer.
Complement and increase public transit use	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.
Accessible and equitable	We are prepared to offer the most generous equity program of any provider: a plan for riders living on low incomes that provides the first 50 rides of 30 minutes or less free of charge every month. This will guarantee eligible Bloomington residents a reliable commute option and greater access to opportunity overall. Our Access program exceeds Bloomington’s requirement that operators 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.



Bloomington and Bird: progressing together

While the shift to micro-mobility solutions comes with growing pains, the outcome is incredible - on average, 30 percent 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 65,000 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 liveable.

Respectfully submitted,

Samuel S. Cooper

Sr. Manager, Government Partnerships in 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	Bird Rides, Inc.
Address of Company	406 Broadway #369
City, State, Zip	Santa Monica, CA 90401
Phone Number	1-866-205-2442 24
Website	www.bird.co
Email	hello@bird.co
Social Media Website	Twitter: @BirdRide Instagram: @Bird https://www.bird.co/bloomington

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 type="checkbox"/> LLC <input type="checkbox"/> X <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:	04-27-2017
State of Incorporation or Organization:	Delaware
(If not Indiana) Date qualified to transact business in the State of Indiana:	
Employer Identification Number	821399939



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:

Bird has an award percentage of over 90% on permits it applies for and 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 you may deploy within the City of Bloomington.

Scooter Make	Scooter Model	Color
Ninebot	Ninebot ES	Black and White
Bird	Bird Zero	Black and White
Bird	Bird One	Black and White

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:

Plan	Schedule of rates
Standard	\$1 to unlock, plus \$0.27 per minute.
Bird Access (for eligible low-income individuals)	50 rides each month of 30 minutes or less for free. Participants have an unlimited number of rides for an additional \$5 a month.
Red, White and Bird (for active-duty U.S. Service Members and veterans)	\$1 unlock fee waived; \$0.27 per minute.
Semester membership	A subscription plan that provides a 10% usage-based discount to Indiana University-Bloomington students.
Bird rentals	A new offering that gives people an annual or monthly access to a Bird for a flat rate of \$200/year (\$99/semester) or \$39/month.



Bird Access

Bird Access is our low-income assistance plan, which provides free and discounted rides to qualifying riders on a monthly basis. 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.) will qualify for Bird Access.

Bird Access participants can continue using Birds once they've reached the 50 free rides at the low cost of \$5 a month. This guarantees eligible riders will have an affordable commute option, and ensures all riders have access to our transportation alternatives. Subscribing individuals will be covered for one year from their enrollment date, at which time they can submit to re-qualify for another year. Bird's Access program exceeds Bloomington's requirement that Bird 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.

To apply, eligible riders are required to email their full name, phone number and proof of eligibility to access@Bird.co. Approval will take approximately two to three business days. Bird will work with the City and community organizations to identify appropriate qualification indicators for Bird Access.

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. 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.

Annual Memberships: Bird Rentals

Helping the community

For qualifying Indiana University-Bloomington students, faculty, and staff, we will offer the above Bird Access plan that provides the first 50 rides up to 30 minutes per month free of charge.

Bird is also partnering with community organizations in cities across the nation to make Bird Rentals available at an affordable rate to underserved communities and transit deserts that need last-mile transportation solutions the most. Bird Rentals is a new offering that gives people annual or monthly access to a Bird for a flat rate of \$200/year (\$99/semester) or \$39/month. With personal rentals, commuters can enjoy the freedom of unlimited environmentally friendly rides to go anywhere they want, when they want. A waitlist for all students is available at www.campus.bird.co.



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

Bird prioritizes the safety of our riders, vehicles, and the communities we serve. For this reason, the scooters we operate in Bloomington are continually checked to ensure safety and the highest functionality.

i. Safety inspection program

Our safety inspection process is outlined below:

Frequency with which each vehicle is checked for safety

Bird personnel, including mechanics and Bird Watchers, 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:

Pre-launch safety testing	Each Bird undergoes a 102-point quality assurance inspection, including a hands-on validation test to examine braking and steering.
Safety maintenance	Bird mechanics inspect 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.
Service center maintenance & repair	Each vehicle is inbounded by our team of trained mechanics, then inspected, triaged, and tagged. Vehicles move through the logistic warehouse repair flow, receiving service from mechanics who specialize in specific repair points until they pass quality assurance protocols.

General maintenance is performed weekly on each vehicle at our service center. An in-depth description of this type of maintenance is below.

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 a mechanic 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 Charger, Bird Watcher, or local staffer to retrieve the vehicle to bring it in for maintenance.

Cleaning maintenance

Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, Bird Watchers clean 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.



ii. Ensuring compliance with the City's safety requirements

Bird will ensure compliance with 100% of the City's safety requirements as listed in Section 10 of Pg. 5 of the Application, and from BMC 15.58, as described below.

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 signalling 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.

All shared-use motorized Bird scooters are compliant with all applicable American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards. If additional organizations similar to those listed establish standards applicable to shared-use motorized scooters, and the Board of Public Works requires that all shared-use motorized scooters comply with said additional standards, Bird will comply.



Safety Standard Compliance

Our vehicles are subjected to rigorous testing at our Research and Development lab and verified test labs in the USA, APAC, and the EU. Bird's vehicles, electrical systems, and batteries comply with all applicable U.S. and International standards, and have received globally recognized safety certifications.

The Bird One vehicle currently has the following certifications:

- UL 2271 (US Battery Standard for Light Electric Vehicles)
- UL 2272 is in progress
- UL 1642 Certification
- IP67 battery waterproofing
- FCC 47 CFR Part 15
- Flammability Test Report
- Material Safety Data Sheet (MSDS)
- Battery CB (IEC/EC 62133-2:2017)
- UN 38.3 (Battery Safety certification for Transportation)
- RCM (Regulatory Compliance Mark for telecommunications Equipment)

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):

i. Local staffing plan

When it comes to hiring staff, Bird is focused on creating meaningful full-time employment opportunities in the City of Bloomington. We pay competitive, living wages to our Bloomington-based part-time and full-time team members, and we focus on hiring from traditionally underserved communities. For all opportunities, we provide the necessary guidance, training, and tools.

In Bloomington, Bird's staff is made up of a full-time Operations Manager who manages Chargers, Mechanics, Bird Watchers, and the overall fleet. Bird has been operational in Bloomington for over a year and our local operations team has deep in-market experience to ensure the highest quality operations. We hire Chargers, Mechanics, and Bird Watchers from the Bloomington community.

We are currently well-staffed in Bloomington and look forward to continuing to serve the residents and visitors of the City. We are also interested in working with local workforce development agencies, like the Indiana Workforce Development Service, to fill additional positions as they become available.



Daily Operations Cycle

Riders will be able to rent and ride Bird scooters throughout the day. Bird will maximize the availability of scooters through a three-phased daily operational cycle, outlined below. We will closely monitor operations using automated tools, multichannel feedback, and hands-on field support. When issues occur, our field staff and Bird Watchers, will quickly remediate them. Our cycle works as follows:

Time	Objectives	Activities
Morning	Distribute Devices	Stage devices at nests (small groupings of fully charged and recently-inspected vehicles), which are strategic deployment areas spread equitably across the service area.
Daytime	Rebalance and Respond	Monitor service using automated tools, feedback channels, and an on-the-ground presence. Rebalance devices as needed and remove any low-battery or damaged devices.
Evening	Charge and Maintain	Inspect devices and collect those that require maintenance for delivery to local service center. Collect and charge devices with low charge.

ii. Contractors utilized to perform services related to scooters

Bird's contractors include Chargers, Bird Watchers, and Mechanics from the Bloomington community. Chargers collect and recharge scooters with depleted batteries as needed. Chargers also stage Birds in nests each morning to be rented throughout the day. Mechanics maintain and repair damaged Birds, ensuring our fleet is safe and high-functioning. Bird Watchers patrol the streets of Bloomington ensuring that our fleet is tidy and well-maintained.

iii. Operational plan

Compliance with safety regulations in C.ii.

Bird can remotely lock down any scooter in the fleet upon any report that the scooter is not operating properly. Bird removes damaged scooters from the app so riders are unable to start a ride until the vehicle has been inspected and repaired.

Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, Bird Watchers clean 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.

As part of our maintenance routine, Bird follows a strict cleaning plan. This tiered system consists of regular checks, in-field cleanings, and as-needed service. Scooters in Bloomington will be measured against Bird's cleaning standards, defined by:

- Clean contact points - Handlebars, throttle, brake lever, and bell are cleaned with antibacterial solution at a minimum of once a week.
- Graffiti-free - Frame and all vehicle components are cleaned and free from visible markings, like graffiti and tags.
- Otherwise attractive - Overall, the vehicle is free from excessive dust or dirt, and is visually welcoming to riders and the public.

Distribute Devices

Bird believes that dockless mobility works best when the needs of all street users are considered. We stage Birds each morning at nests, which are strategic parking areas selected to enhance mobility while keeping the right-of-way clear.

Nests

Nests are generally within sidewalk furniture zones, near bike rack areas, or in designated street parking areas (please see the picture to the right). We ensure that each nest meets all local requirements, including the appropriate distance from entrances, corners, transit platforms, and emergency equipment, as well as requisite sidewalk width.

Nests are virtual and dynamic, meaning they can be changed and repositioned at any time to best meet a community's needs.



Populating Nests

Each morning, and throughout the day, Chargers rebalance or deliver fully-charged scooters to nests, guided by the Bird app and in compliance with the City's deployment guidelines. Bird's operations platform automatically determines which nests to populate each day based on local mobility patterns and any zonal requirements, ensuring broad coverage across the service area.

To complete a 'drop', Chargers must take an in-app photo of the staged scooters to ensure they are appropriately placed and clear of the right-of-way. Bird validates these photos in real time. Bird optimizes for sustainability when coordinating drops by directing Chargers to the closest nests to reduce vehicle miles traveled (VMT).

Rebalancing

"Rebalancing" refers to addressing vehicle clustering as well as tipped devices, ADA blockages, and disabled scooters.

Bird rebalances our vehicles throughout the day. Since scooters will often cluster in areas that receive high ridership, such as near Indiana University or along E. 3rd St., Bird Watchers (described below) relocate scooters from over-concentrated areas to ensure that our fleet is balanced throughout our operating zones.

Bird commits to relocating any scooter upon notification by the City, University, a business owner, a resident, or a visitor. We will monitor and rebalance our fleet throughout the day to ensure that scooters are widely available, in good repair, and out of the public right-of-way.

Bird Watcher Program

We created the Bird Watcher program out of our desire to be the best possible partner for cities. Using Bird Watchers has proven to be an extremely effective way to resolve on-the-ground issues, while also providing a way to respond to customer service requests as quickly as possible. Given the feedback we have received in Bloomington over the last few months, we will make sure our Bird Watchers are highly responsive and proactive in addressing any parking issues.



We place a strong emphasis on thoroughly training Bird Watchers so that they can efficiently fulfill all of their responsibilities. These responsibilities include:

- Monitoring the streets of Bloomington to ensure that Birds are legally and properly parked. Bird Watchers will quickly address any Birds that are blocking sidewalks or have been knocked over and will rearrange poorly parked Birds into neat nests that are out of the public right-of-way.
- Rebalancing vehicles. Bird Watchers will relocate Birds from over-concentrated areas and ensure that our fleet is balanced throughout our operating zones.
- Responding to requests. Whenever we receive a report regarding a Bird (poor parking, etc.), we can correct the issue by dispatching a Bird Watcher. This allows us to ensure that sidewalks and pathways are kept clear and that our vehicles are evenly distributed.

Bird hires locally, which means our Bird Watchers work and live in Bloomington. This means that Bird Watchers actively help their communities by ensuring that everyone has equal access to a high-functioning Birds.

Preferred Parking Zones

Bird uses geofencing technology to create designated parking zones. This technology is particularly useful in high-traffic areas.

Signage and Ground Markings

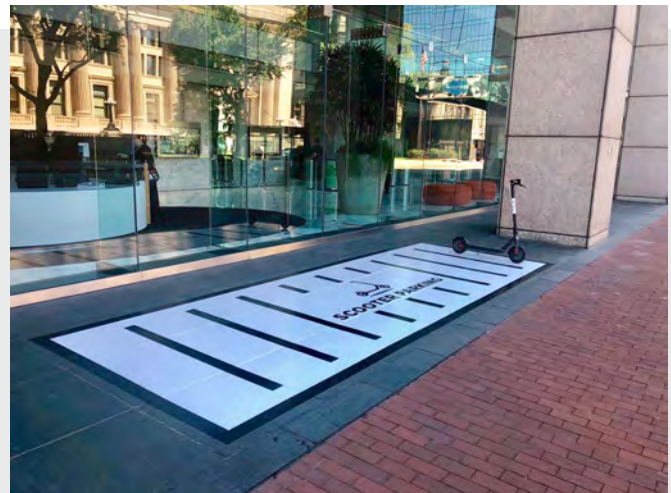
In addition to showing riders these parking spaces in our app, we can add physical signage on a designated parking space, allowing riders to easily identify where to park and quickly learn new behavior patterns. We believe these stencils could be strong options in the City's designated Dismount Zone.

Below are two possible approaches we would consider implementing, depending on the City's preference. We envision these options as playing an important role in dismount zones. These solutions can be used separately or in combination with other parking solutions.

Stencil Parking and Parking Mats

Bird has designed a stencil that has a 75cm width x 55cm height decal and separate corners so it can be adjusted to fit any space. We also designed a "parking mat" to fit 5 scooters that measures 120cm x 185 cm. These designated scooter-parking areas promote lawful and neat parking and are particularly useful in busy corridors and neighborhoods, as well as during high-traffic community events.

We have implemented stencils in cities across the country, as well as in collaboration with private organizations, like Salesforce Tower in Indianapolis.



Operational Emergency Plan

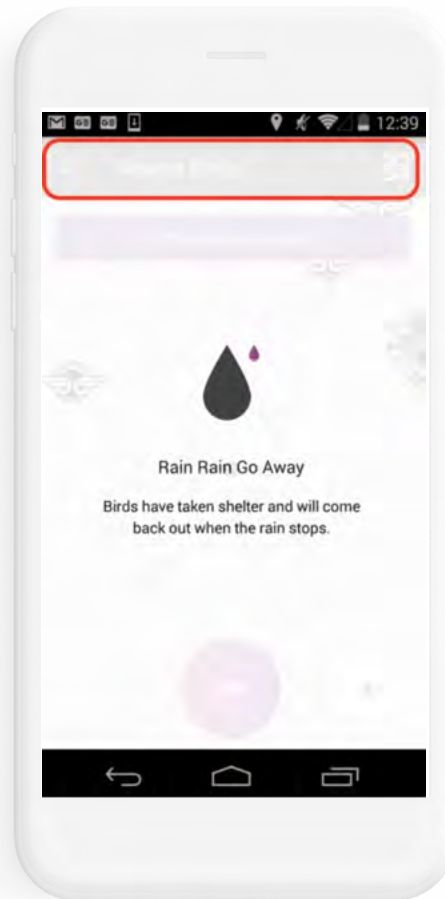
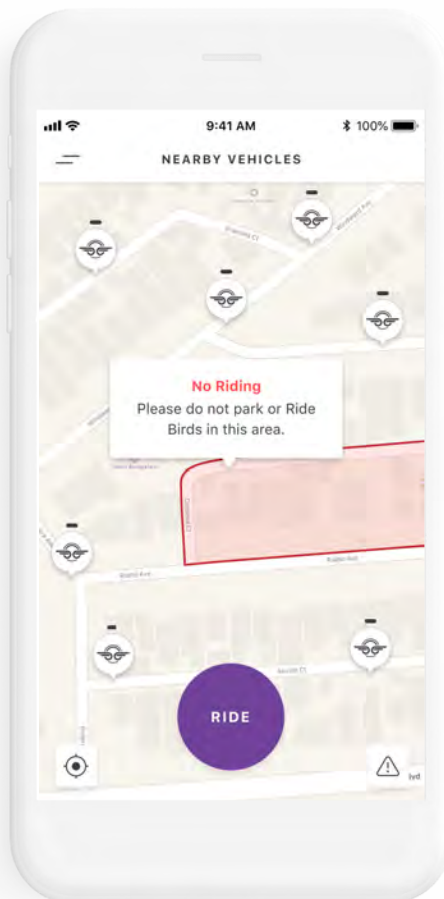
When it may not be safe for our riders or the community to have Birds active, we suspend service, and in some cases remove Birds from the right-of-way for temporary storage. Bird uses multiple channels to monitor service status, and to track any conditions that would necessitate a suspension in operations.

Event Monitoring

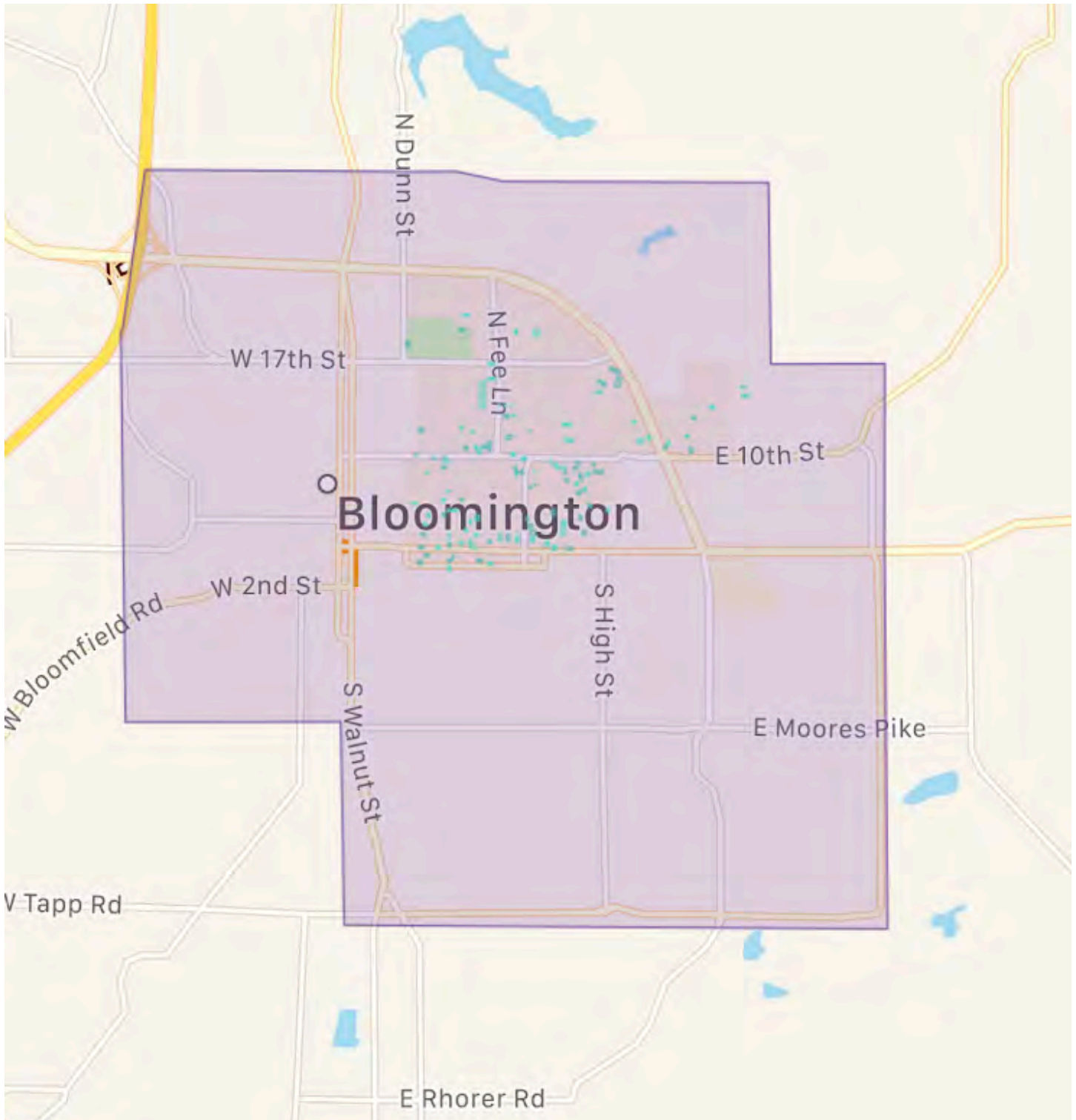
Channel	Description
Weather Monitoring	Bird has a central team that monitors expected weather patterns across cities, and notifies local teams about significant events. When warranted, we can keep Birds indoors in anticipation of an oncoming weather event.
Emergency Monitoring	Bird proactively monitors government, media, and social media channels to identify potential emergency events, and designates a point of contact for local law enforcement should they need to make contact.
Large Events	Through our relationships with the cities and communities in which we operate, we stay up to date on large events that may necessitate a service augmentation or suspension. When warranted, we develop an operational plan in conjunction with local stakeholders.

Disabling Service

When warranted, our Operations team will instantly disable service by making scooters unavailable for rent in the Bird app. Concurrently, our operations team will instruct Chargers to not release Birds. Depending on the nature of the emergency, our network of Bird Watchers and Chargers can be dispatched to collect scooters from the service area and store them until the event clears. When riders open the Bird app during such a closure, they will be notified about the suspension of operations.



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



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.



Bird ES



Bird Zero



Bird One

All shared-use motorized Bird scooters are compliant with all applicable American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards. If additional organizations similar to those listed establish standards applicable to shared-use motorized scooters, and the Board of Public Works requires that all shared-use motorized scooters comply with said additional standards, Bird will comply.

All motorized Bird scooters are programmed so they cannot operate at a speed greater than fifteen (15) miles per hour.



All shared-use motorized Bird scooters are assigned a unique identification number. Each vehicle's unique identification number correlates with company records and is visible to the user and to nearby pedestrians.

Each vehicle prominently features customer service contact information in easy to read ADA accessible font (18pt–48pt), visible from a distance of three feet, and includes:

- Our company name
 - Website address
 - Email address
 - Toll-free phone number for our 24-hour service center
- Bird's website is included on each scooter. Please see above.

Each shared use motorized Bird includes information on how to download the mobile application. Please see the photo below:



Each shared-use motorized scooter has signage that riders are required to wear helmets. Please see the photo below:

Each Bird visibly displays information about local traffic laws, and that users are required to obey said laws. Please see the image below:

Each Bird visibly displays that riders shall yield to pedestrians' right-of way. Please see the image below:

Each Bird visibly displays verbiage that explains riders shall follow proper parking procedures. Please see the image below:

All Bird shared-use motorized scooters are equipped with a bell.

All Bird scooters have a front light that emits a white light. While the scooter is in motion, the front light illuminates the road in front of the rider, and is visible from a distance of 500 feet in front of and from the sides of each Bird.

All Bird scooters have a rear red reflector exhibiting a light that is visible from a distance of at least 500 feet to the rear.

All Bird scooters have a brake that enables the operator to make the braked wheels skid on dry, level, and clean pavement.

Bird commits to meeting any and all additional standards required by the Board of Public Works.

Bird understands that if we deploy a scooter in violation of this Section, we will be subject to the penalties set forth in Section 1.01.130 of the Municipal Code. We also understand that if we violate this Section, we may be penalized with the revocation of our license in accordance with Section 15.58.150.



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:

Bird's 24-hour customer service number is 1-866-205-2442. We can also be reached by email at hello@bird.co.

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.

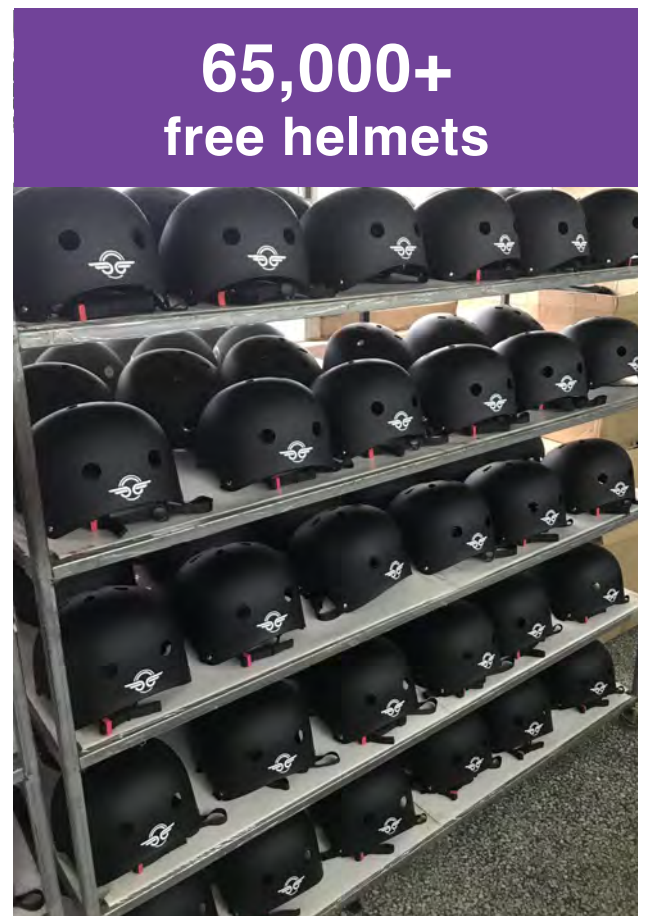
1. Provide details of the helmet distribution plan described in BMC 15.58.120(e):

Bird will make available, at no charge and at a local location, helmets that may be procured by shared-use motorized scooter users.

Bird's local helmet distribution strategy

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. We previously discussed with Mary Catherine Carmichael, Director of Public Engagement, ways we can further amplify Bird's engagement efforts in Bloomington regarding responsible riding, and we will also consider conducting a safety campaign related to free helmet giveaways.

Bird is also exploring potential partnerships with helmet manufacturers to deploy innovative low-cost products and distribution options. We will also work with local businesses to provide free helmets for distribution.



Incentivizing helmet use

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 65,000 free helmets across dozens 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.

Free helmets are always available in the Bird mobile app or by going to: <https://birdhelmets.myshopify.com>. Through the app, users simply need to click on the “Safety” section and they will be taken to a website with an “Order Helmet” button. Helmets are available in Small, Medium, and Large. Our in-app free helmet feature is key to ensuring that anyone in Bloomington who wishes to obtain a helmet can have one.

Also, in accordance with local regulations, we will make helmets available for free locally in Bloomington at local businesses and at IU.

1. 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:

Outline of safety campaigns:

In addition to the safety events Bird conducted on IU’s campus in 2018 (in coordination with IUPD, the Student Health Center, and Indiana University Student Government), Bird recently conducted a safety demonstration at Indiana University (August 23rd, 2019) targeting new and returning students as well as residents of highly-trafficked areas. Safety demonstrations include education on all local regulations governing shared-use motorized scooter use and parking, as well as Bloomington’s affordability and accessibility requirements. Each Bird safety event demonstrates best practices regarding safe and courteous use of our e-scooters and Bird users are able to obtain free helmets and ride credit. At these events, members of the IU Police Department also sat with Bird representatives while we interacted with students to help educate them on proper campus rules and regulations to help improve overall Bird etiquette at IU.



Bird also collaborated with IU’s Student Wellness Center to produce a “Scooter Safety Week” during the week of March 25, 2019. Students produced a safety video with Bird’s help and each day during this safety week highlighted a different safety tip, focusing on the idea of peer-to-peer education regarding safe scooter use practices.





We are happy to provide IU or IUPD references, upon request.

Proposed schedule

We recommend conducting two week-long safety campaigns in the Spring of 2020 and Summer of 2020. 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 to be held during the term of this license;

Please refer to the table below for details on dates, hours and proposed staffing levels:

Date	April 13th, 2020	April 14th, 2020	April 15th, 2020	April 16th, 2020	April 17th, 2020
Time	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM
Staffing (b. Proposed staffing levels for each campaign)	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives
Date	August 24th, 2020	August 25th, 2020	August 26th, 2020	August 27th, 2020	August 28th, 2020
Time	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM	10AM to 4PM
Staffing (b. Proposed staffing levels for each campaign)	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives	1-2 Bird Representatives

b. Proposed staffing levels for each campaign;

Please see the table above.



c. A copy of, or the written/pictorial content of, all materials and informational signage to be 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



d. The planned 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.

ii. Proposed Schedule

As detailed on Pg. 20 above, Bird recommends a schedule of two, week-long safety campaigns in the Spring of 2020 and Summer of 2020.

8. Insurance

Please see Attachment B for 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.

9. Indemnification

Bird agrees to the City's indemnification requirements.



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

As mentioned on Pg. 10, Bird will adhere to the requirements listed in Section 10 of the Application. We understand that failure to comply with the requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

11. License Fees and Deployment Allowances

Bird acknowledges and will abide by the following:

1. The applicant 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.
2. In addition, the Shared-Use Motorized Scooter 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.

Bird understands that the amount of the fee shall be fifteen cents (\$0.15) per ride taken, but that we may execute the attached Shared Use Bicycle Agreement and receive a reduced fee of ten cents (\$0.10) per ride.

Bird understands that the initial number of scooters allowed to be deployed under this license is not limited; however, the Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to set and/or lower the number of deployed scooters allowed under this license if the following average rides per day per scooter thresholds are not met in any given calendar month:

1. In the months of April through October: 4 rides per day per scooter;
2. In the months of November through March: 2 rides per day per scooter.

Bird understands that 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 scooters allowed under this license.

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

Bird 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

- 1. A GPS or GIS-based map depicting the proposed service area of your scooters.
- 1. 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.
- 1. 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:
 - iii. Dates and hours of each safety campaign to be held during the term of this license;
 - iv. Proposed staffing levels for each campaign;
 - v. A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
 - vi. The planned method of dissemination for campaign information and materials.
- 1. An insurance certificate that is compliant with Section 8 of this Application.
- 2. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$10,000).

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.

JONATHAN ANKER
Printed Name

DIRECTOR
Title

[Signature]
Signature

9/28/19
Date

BEARD RIDES, INC
Name of Company

APPENDIX



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.

JONATHAN ANKER

Printed Name

DIRECTOR

Title

[Handwritten Signature]

Signature

9/26/19

Date

ATTACHMENT B

**CERTIFICATE OF LIABILITY
INSURANCE**



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Bird Rides, Inc. 406 Broadway #369 Santa Monica, CA 90401-2314	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

The General Liability, Umbrella Liability, and Cyber Liability policies evidenced above are subject to self-insured retentions for various perils insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM AUTOMOBILE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Follow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waiver For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
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A. Drive Other Car Coverage – Executive Officers and Certain Individuals**1. The following is added to Section I – Covered Autos:****Drive Other Car Coverage**

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph A.1. Who is an Insured of Section II – Liability Coverage is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph B.5. Other Insurance of Section IV – Business Auto Conditions, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”

2. **Broadened Named Insured**

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion B.5. Fellow Employee of Section II – Covered Autos Liability is deleted.

- c. The following is added to B.5.b of Section IV – Business Auto Conditions:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. **Newly Acquired or Formed Organizations**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. **Supplementary Payments – Bail Bonds and Loss of Earnings**

In Paragraph **A.2.a. Supplementary Payments of Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$600 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. **Hired Auto Physical Damage Coverage**

- a. If hired "autos" are covered "autos" under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph b. below.
- b. For Hired Physical Damage Coverage provided by paragraph a. above:
 - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. **Towing – Any Covered Autos**

The following replaces Paragraph **A.2. Towing of Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. **Transportation Expenses Increased**

In Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. **Loss of Use Expenses Increased**

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. **Other Coverage Extensions**

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period, at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

B. Diminution in Value

The following is added to Exclusion **B.6. of Section III – Physical Damage Coverage**:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions of Section III – Physical Damage Coverage**:

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C.** of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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**BLANKET ADDITIONAL INSURED WITH PRIMARY
AND NON-CONTRIBUTORY WORDING**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
 - (a) the "bodily injury" or "property damage"; or
 - (b) the offense that caused the "personal and advertising injury",

for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.



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C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

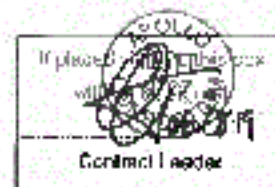
F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.



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H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:
 - a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf.

In the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.



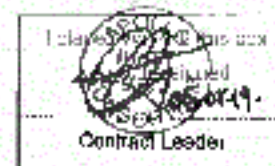
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2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

J. Vendor

Any person or organization but only with respect to such person or organization's liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. "bodily injury" or "property damage" for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the Named Insured, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. "bodily injury" or "property damage" arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:



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- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
- b. to any of "your products" for which coverage is excluded by endorsement to this Coverage Part; nor
- c. if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

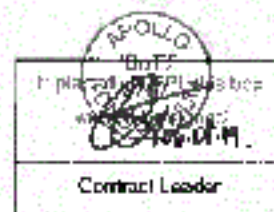
1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
2. for "bodily injury" or "property damage" included within the "products-completed operations hazard" except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this Additional Insureds Endorsement requires the Named Insured to provide the additional insured such coverage; and
 - c. the "bodily injury" or "property damage" results from "your work" that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

ADDITIONAL INSURED — PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The following paragraph is added to SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, item 4 Other Insurance:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K of this endorsement, the following sentence is added to the paragraph above:



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Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

All other terms and conditions of this policy remain unchanged.


 Contract Leader



Thank you





Board of Public Works Claim Register

Invoice Date Range 09/23/19 - 10/04/19

Vendor	Invoice Description	Contract #	Payment Date	Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Alexis Brown	01-refund adoption fee		10/04/2019	75.00
Brenda Livingston	01-refund adoption fee		10/04/2019	75.00
Michael & Kristina Wampler	01-refund adoption fee-canine		10/04/2019	75.00
	Account 43430 - Animal Adoption Fees Totals	3		<u>\$225.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-color markers		10/04/2019	12.02
6530 - Office Depot, INC	01-pens		10/04/2019	2.91
	Account 52110 - Office Supplies Totals	2		<u>\$14.93</u>
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-trash liners-9/10/2019		10/04/2019	268.80
4586 - Hill's Pet Nutrition Sales, INC	01-canine/kitten/feline food-9/6/2019		10/04/2019	206.40
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine food-9/13/2019		10/04/2019	49.60
3929 - IDEXX Laboratories, INC	01-FeLV combo, heartworm, parvo diagnostics-8/5/2019		10/04/2019	1,974.34
4633 - Midwest Veterinary Supply, INC	01-syringes, antibiotics, supportive therapies-9/5/2019		10/04/2019	493.96
4633 - Midwest Veterinary Supply, INC	01-syringes-9/5/2019		10/04/2019	202.10
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M, L, XL)-9/5/2019		10/04/2019	169.46
4633 - Midwest Veterinary Supply, INC	01-feline vaccines-9/16/2019		10/04/2019	516.00
4633 - Midwest Veterinary Supply, INC	01-antibiotics, incontinence meds-9/5/2019		10/04/2019	67.30
	Account 52210 - Institutional Supplies Totals	9		<u>\$3,947.96</u>
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/3-9/11/2019		10/04/2019	3,987.69
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, bloodwork, surgery-9/17/2019		10/04/2019	778.74
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, spay/neuter surgery-9/10/2019		10/04/2019	810.93
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, bloodwork-9/4-9/7/19		10/04/2019	148.70
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, spay/neuter surgeries, diagnostics-8/27/19		10/04/2019	1,124.64
	Account 53130 - Medical Totals	5		<u>\$6,850.70</u>
Account 53210 - Telephone				



Board of Public Works Claim Register

Invoice Date Range 09/23/19 - 10/04/19

13969 - AT&T Mobility II, LLC

02-PW Divisions cell phone charges 8/12-9/11/19	09/23/2019	218.76
Account 53210 - Telephone Totals	1	<u>\$218.76</u>

Account 53220 - Postage

- 4487 - PMB East, INC (PakMail)
- 4487 - PMB East, INC (PakMail)
- 4487 - PMB East, INC (PakMail)
- 4487 - PMB East, INC (PakMail)
- 4487 - PMB East, INC (PakMail)

01-BOH shipping-9/4/2019	10/04/2019	13.30
01-BOH shipping-9/11/2019	10/04/2019	13.30
01-BOH shipping-9/16/2019	10/04/2019	13.30
01-BOH shipping-9/03/2019	10/04/2019	14.40
01-BOH shipping-9/05/2019	10/04/2019	13.30
Account 53220 - Postage Totals	5	<u>\$67.60</u>

Account 53510 - Electrical Services

- 223 - Duke Energy

19-CH/off site facilities-electric summary bill-9/13/2019	09/23/2019	1,779.02
Account 53510 - Electrical Services Totals	1	<u>\$1,779.02</u>

Account 53610 - Building Repairs

- 6378 - ANN-KRISS, LLC
- 1537 - Indiana Door & Hardware Specialties, INC
- 321 - Harrell Fish, INC

01-Paint touchups around new gate enclosure	BC 2019-14	10/04/2019	260.00
01-New Door Exit Trim @ ACC	BC 2019-25	10/04/2019	260.00
19-HVAC Replacement in Computer Server Room at City Hall	BC 2019-62	10/04/2019	11,990.00
Account 53610 - Building Repairs Totals	3		<u>\$12,510.00</u>

Account 53990 - Other Services and Charges

- 231 - Indiana University Health Bloomington, INC

01-hearing tests-employees-9-8/30/2019	10/04/2019	261.00
Account 53990 - Other Services and Charges Totals	1	<u>\$261.00</u>

Program **010000 - Main** Totals \$25,874.97

Program 010001 - Donations Over \$5K

Account 53130 - Medical

- 6529 - BloomingPaws, LLC
- 6529 - BloomingPaws, LLC
- 54639 - Shake Veterinary Services, INC (Town & Country Vet

01-emergency visit-9/4-9/6/2019	10/04/2019	168.31
01-HTW treatment-9/9/2019	10/04/2019	94.03
01-office visit, bloodwork-9/4-9/7/19	10/04/2019	31.41
Account 53130 - Medical Totals	3	<u>\$293.75</u>

Program **010001 - Donations Over \$5K** Totals \$293.75

Department **01 - Animal Shelter** Totals \$26,168.72

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations



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Wayne Means	14-refund payment pkg citation #18200500092-ticket voided	10/04/2019	40.00
Kirk Mullis	14-refund over payment pkg citation #19200300852	10/04/2019	30.00
Maureen Newman	14-refund over payment pkg citations G1603646/E1601690/E1602195	10/04/2019	80.00
	Account 46060 - Other Violations Totals	3	\$150.00
Account 52110 - Office Supplies			
9523 - Freedom Business Solutions, LLC	02-Printer Cartridge for Front Desk @ City Hall	10/04/2019	145.00
	Account 52110 - Office Supplies Totals	1	\$145.00
Account 53990 - Other Services and Charges			
20275 - The Travelers Indemnity	02-Ins. ded (inc. credit)-Sanit. accidents 11/19/18 & 9/24/18	10/04/2019	2,966.70
	Account 53990 - Other Services and Charges Totals	1	\$2,966.70
Account 54510 - Other Capital Outlays			
6070 - 72 Hour LLC (National Auto Fleet Group)	02 New Chevy Truck Facilities Maintenance Personnel	10/04/2019	10,000.00
	Account 54510 - Other Capital Outlays Totals	1	\$10,000.00
	Program 020000 - Main Totals	6	\$13,261.70
	Department 02 - Public Works Totals	6	\$13,261.70
Department 03 - City Clerk			
Program 030000 - Main			
Account 52110 - Office Supplies			
3404 - J.R. Watkins & Family, INC (Signs Now)	03 - name plate relettering	10/04/2019	28.39
3892 - Midwest Color Printing, INC	03 - business cards-N. Bolden-250 cards	10/04/2019	36.50
6530 - Office Depot, INC	03-pens, notepads, notebook	10/04/2019	30.86
6792 - VARI Sales Corporation	03 - Varidesk standing desk	10/04/2019	355.50
	Account 52110 - Office Supplies Totals	4	\$451.25
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	03-new phone & cell phone charges-08/12-9/11/19	09/23/2019	41.68
	Account 53210 - Telephone Totals	1	\$41.68
Account 53220 - Postage			
5935 - Stephen E Lucas	03-Reimbursement for certified mailing of Res 19-13 notice	10/04/2019	184.95
	Account 53220 - Postage Totals	1	\$184.95
Account 53310 - Printing			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-publication of notices (Res 19-13 & Ord 19-09)	10/04/2019	1,131.08
	Account 53310 - Printing Totals	1	\$1,131.08



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		Program 030000 - Main Totals	7	<u>\$1,808.96</u>
		Department 03 - City Clerk Totals	7	<u>\$1,808.96</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	04 - paper		10/04/2019	48.40
6530 - Office Depot, INC	04 - pens, correction tape		10/04/2019	3.26
		Account 52110 - Office Supplies Totals	2	<u>\$51.66</u>
Account 53910 - Dues and Subscriptions				
7082 - ICLEI-Local Governments for Sustainability USA INC	04 - Annual Membership 9.30.19 to 9.30.20		10/04/2019	700.00
		Account 53910 - Dues and Subscriptions Totals	1	<u>\$700.00</u>
Account 53960 - Grants				
3616 - Bloomington Creative Glass Center	04 - 2019 BAC Art Grant		10/04/2019	5,000.00
458 - Bloomington Symphony Orchestra	04 - 2019 BAC Art Grant		10/04/2019	3,500.00
6061 - Dance Network Alliance	04 - 2019 BAC Art Grant - Va-Va-Va Vaudeville		10/04/2019	2,000.00
746 - Early Music Associates, INC	04 2019 BAC Art Grant - Jazz from the 20's		10/04/2019	2,000.00
6972 - Pictura at FAR,INC (Pictura Gallery)	04 - 2019 BAC Art Grant - Wet Plate Collodian Workshop		10/04/2019	2,000.00
		Account 53960 - Grants Totals	5	<u>\$14,500.00</u>
		Program 040000 - Main Totals	8	<u>\$15,251.66</u>
		Department 04 - Economic & Sustainable Dev Totals	8	<u>\$15,251.66</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-9/1-9/30/19		10/04/2019	198.25
		Account 52410 - Books Totals	1	<u>\$198.25</u>
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-8/1-8/31/2019		10/04/2019	337.40
		Account 53910 - Dues and Subscriptions Totals	1	<u>\$337.40</u>
		Program 050000 - Main Totals	2	<u>\$535.65</u>
		Department 05 - Common Council Totals	2	<u>\$535.65</u>
Department 06 - Controller's Office				
Program 060000 - Main				



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Account 53730 - Machinery and Equipment Rental

371 - Pitney Bowes, INC

2019 Meter Rental	10/04/2019	120.00
Account 53730 - Machinery and Equipment Rental Totals	1	<u>\$120.00</u>

Account 53990 - Other Services and Charges

391 - O. W. Krohn & Associates, LLP

06 Finanical Consulting	10/04/2019	16,500.00
Account 53990 - Other Services and Charges Totals	1	<u>\$16,500.00</u>
Program 060000 - Main Totals	2	<u>\$16,620.00</u>
Department 06 - Controller's Office Totals	2	<u>\$16,620.00</u>

Department 09 - CFRD

Program 090000 - Main

Account 52420 - Other Supplies

13969 - AT&T Mobility II, LLC

09-cell phone charges-J. Whiteaker-8/12-9/11/19	09/23/2019	45.00
Account 52420 - Other Supplies Totals	1	<u>\$45.00</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

09-cell phone charges-J. Whiteaker-8/12-9/11/19	09/23/2019	44.83
Account 53210 - Telephone Totals	1	<u>\$44.83</u>

Account 53940 - Temporary Contractual Employee

580 - Express Services, INC

580 - Express Services, INC

09-Temp service for front desk reception-Steve Cook-week Sept. 1	10/04/2019	764.00
09-Temp service for front desk reception-S. Cook- week 9-8-19	10/04/2019	611.20
Account 53940 - Temporary Contractual Employee Totals	2	<u>\$1,375.20</u>

Account 53960 - Grants

2194 - Monroe County Branch NAACP #3062

09-Gold Sponsorship-41st Annual Freedom Fund Banquet-10/5/19	10/04/2019	550.00
Account 53960 - Grants Totals	1	<u>\$550.00</u>
Program 090000 - Main Totals	5	<u>\$2,015.03</u>
Department 09 - CFRD Totals	5	<u>\$2,015.03</u>

Department 10 - Legal

Program 100000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

6530 - Office Depot, INC

10- pen pencils mouse pad	10/04/2019	85.63
10-cord for recorder	10/04/2019	5.49
Account 52110 - Office Supplies Totals	2	<u>\$91.12</u>

Account 52410 - Books



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3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-9/1-9/30/19	10/04/2019	967.90
	Account 52410 - Books Totals	1	<u>\$967.90</u>
Account 53120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	10-legal services on annexation 8/21-8/22/19	10/04/2019	2,433.00
608 - Krieg Devault, LLP	10- legal services gov matters-August 2019	10/04/2019	2,500.00
	Account 53120 - Special Legal Services Totals	2	<u>\$4,933.00</u>
Account 53230 - Travel			
18808 - Michael Rouker	10- parking at seminar-Indy-9/13/2019	10/04/2019	30.00
	Account 53230 - Travel Totals	1	<u>\$30.00</u>
	Program 100000 - Main Totals	6	<u>\$6,022.02</u>
	Department 10 - Legal Totals	6	<u>\$6,022.02</u>
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	11-cell phone charges 8/12-9/11/19	09/23/2019	41.41
	Account 53210 - Telephone Totals	1	<u>\$41.41</u>
	Program 110000 - Main Totals	1	<u>\$41.41</u>
	Department 11 - Mayor's Office Totals	1	<u>\$41.41</u>
Department 12 - Human Resources			
Program 120000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	12-cell phone charges 8/12-9/11/19	09/23/2019	23.51
	Account 53210 - Telephone Totals	1	<u>\$23.51</u>
Account 53990 - Other Services and Charges			
6542 - The Novak Consulting Group, INC	12- Consulting Services for Traffic & Transportation Engineering	10/04/2019	1,584.00
	Account 53990 - Other Services and Charges Totals	1	<u>\$1,584.00</u>
	Program 120000 - Main Totals	2	<u>\$1,607.51</u>
	Department 12 - Human Resources Totals	2	<u>\$1,607.51</u>
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	13 - Labels, cardstock	10/04/2019	22.61



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6530 - Office Depot, INC
6530 - Office Depot, INC

13 - Folders, mat, tape, pens, post-its, bookends, scissors	10/04/2019	147.75
13 - Stapler, wallet folders	10/04/2019	197.17
Account 52110 - Office Supplies Totals	3	<u>\$367.53</u>

Account 53170 - Mgt. Fee, Consultants, and Workshops

6974 - M.J. Wells & Associates, INC
5409 - VS Engineering, INC

13-Blgtn TDM Plan-Invoice date 9/15/19	10/04/2019	4,570.00
13-Temporary Eng. Staff Support-billing period ending 7/31/19	BC 2018-113 10/04/2019	457.32
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	2	<u>\$5,027.32</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

13-cell phone charges-8/12-9/11/19	09/23/2019	400.64
Account 53210 - Telephone Totals	1	<u>\$400.64</u>

Account 53990 - Other Services and Charges

51463 - DLT Solutions, LLC
3404 - J.R. Watkins & Family, INC (Signs Now)

13-1 yr. Support eLearning w/video 5-9 seats_7-16-19 to 7-15-20	10/04/2019	1,333.32
13-Remove lettering on placard & replace with Flavia Burrell	10/04/2019	51.00
Account 53990 - Other Services and Charges Totals	2	<u>\$1,384.32</u>

Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC

13-7th Street Multimodal Corridor Proj-7/1-7/31/19	BC 2018-109 10/04/2019	24,772.90
Account 54310 - Improvements Other Than Building Totals	1	<u>\$24,772.90</u>
Program 130000 - Main Totals	9	<u>\$31,952.71</u>

Program 132000 - MPO

Account 53990 - Other Services and Charges

52580 - Jamar Technologies, INC

13-Upgrade Traffic Count Software_STARNEXT(5-seat site license)	10/04/2019	995.00
Account 53990 - Other Services and Charges Totals	1	<u>\$995.00</u>

Program 132000 - MPO Totals	1	<u>\$995.00</u>
Department 13 - Planning Totals	10	<u>\$32,947.71</u>

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52240 - Fuel and Oil

177 - Indiana Oxygen Company, INC

19 Monthly LP cylinder rental fees	10/04/2019	34.66
Account 52240 - Fuel and Oil Totals	1	<u>\$34.66</u>

Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC
409 - Black Lumber Co. INC

19 Repair Materials for Public Works Facilities	10/04/2019	2.49
19 Repair Materials for Public Works Facilities	10/04/2019	11.99



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409 - Black Lumber Co. INC	19 Repair Materials for Public Works Facilities		10/04/2019	20.98
409 - Black Lumber Co. INC	19 Repair Materials for Public Works Facilities		10/04/2019	217.58
409 - Black Lumber Co. INC	19 Repair Materials for Public Works Facilities		10/04/2019	68.85
409 - Black Lumber Co. INC	19 Repair Materials for Public Works Facilities		10/04/2019	59.98
395 - Kirby Risk Corp	19 Electrical Repair Materials		10/04/2019	74.92
395 - Kirby Risk Corp	19 Electrical Repair Materials		10/04/2019	128.40
395 - Kirby Risk Corp	19 Electrical Repair Materials		10/04/2019	26.11
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		10/04/2019	34.15
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		10/04/2019	17.09
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		10/04/2019	57.42
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		10/04/2019	9.00
53005 - Menards, INC	19 Supplies for Facilities Maintenance		10/04/2019	22.87
53005 - Menards, INC	19 Supplies for Facilities Maintenance		10/04/2019	12.97
53005 - Menards, INC	19 Supplies for Facilities Maintenance		10/04/2019	25.94
4154 - Pace Products, INC	19-Propellant (ice melt) for City Hall Use		10/04/2019	3,774.50
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance		10/04/2019	42.34
Account 52310 - Building Materials and Supplies Totals			18	\$4,607.58
Account 52420 - Other Supplies				
6222 - Apple, INC	19-Ipad for Christopher Smith in Facilities		10/04/2019	474.00
Account 52420 - Other Supplies Totals			1	\$474.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	1,000.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	1,500.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	1,000.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00
5510 - Quality Roofing Services, INC	19-Inspection & Evaluation of Roofs for 11 PW Facilities	BC 2019-76	10/04/2019	750.00



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	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	11	<u>\$9,500.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 8/12-9/11/19	09/23/2019	166.72
	Account 53210 - Telephone Totals	1	<u>\$166.72</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/13/2019	09/23/2019	6,452.90
	Account 53510 - Electrical Services Totals	1	<u>\$6,452.90</u>
Account 53610 - Building Repairs			
912 - Central Security Systems, INC	19-City Hall Com Mon W/Test 10/1/19-12/31/19	10/04/2019	150.00
21104 - Cummins Crosspoint, LLC	19-Ruptured Basin Alarm Repair in Generator at City Hall	BC 2019-53 10/04/2019	1,114.74
321 - Harrell Fish, INC	19-Quarterly Planning Billing - August	BC 2019-23 10/04/2019	1,910.66
321 - Harrell Fish, INC	19-Removed and Replaced Heat Pump in server room @ City Hall	BC 2019-23 10/04/2019	14,538.29
1537 - Indiana Door & Hardware Specialties, INC	19- front door assembly adjustment @ City Hall	BC 2019-25 10/04/2019	100.00
7402 - Nature's Way, INC	19-Monthly Billing	BC 2019-07 10/04/2019	336.60
	Account 53610 - Building Repairs Totals	6	<u>\$18,150.29</u>
Account 53990 - Other Services and Charges			
231 - Indiana University Health Bloomington, INC	19-Audio exams for facility employees	10/04/2019	145.00
231 - Indiana University Health Bloomington, INC	19-Audio exams for facility employees	10/04/2019	29.00
Erin O. Loughlin	19-ins. ded.-accident that occurred-7/11/2019	10/04/2019	965.77
	Account 53990 - Other Services and Charges Totals	3	<u>\$1,139.77</u>
Account 54510 - Other Capital Outlays			
6070 - 72 Hour LLC (National Auto Fleet Group)	02 New Chevy Truck Facilities Maintenance Personnel	10/04/2019	13,136.04
	Account 54510 - Other Capital Outlays Totals	1	<u>\$13,136.04</u>
	Program 190000 - Main Totals	43	<u>\$53,661.96</u>
	Department 19 - Facilities Maintenance Totals	43	<u>\$53,661.96</u>
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	28 - Copier Paper for City Hall - 30 cases-9/6/19	10/04/2019	804.60
6530 - Office Depot, INC	28 - First Aid Supplies - Triple Antibiotic and Burn Cream	10/04/2019	14.38
	Account 52110 - Office Supplies Totals	2	<u>\$818.98</u>
Account 52420 - Other Supplies			



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6530 - Office Depot, INC	28 - Office Chair for Tech Support Group	10/04/2019	419.99
6530 - Office Depot, INC	28 - 3 2G Flash Drives	10/04/2019	26.97
6530 - Office Depot, INC	28 - 3 4G USB Drives, Cubicle Clips, Key Tags	10/04/2019	34.19
6530 - Office Depot, INC	28 - AA Batteries	10/04/2019	9.38
6530 - Office Depot, INC	28 - Alcohol Pads and Velcro Strips	10/04/2019	14.73
6530 - Office Depot, INC	28 - First Aid Kit	10/04/2019	21.29
	Account 52420 - Other Supplies Totals	6	\$526.55
Account 53160 - Instruction			
5444 - Tyler Technologies, INC	28 - New World Financial Management Training	10/04/2019	1,886.85
	Account 53160 - Instruction Totals	1	\$1,886.85
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6765 - Berry Dunn McNeil & Parker, LLC	28-IT Strategic Plan Development-Inv. date 8/26/19	10/04/2019	3,400.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$3,400.00
Account 53640 - Hardware and Software Maintenance			
8750 - Service Express, INC	28 - Server Maintenance -ITS portion-8/31/19	10/04/2019	5,124.00
	Account 53640 - Hardware and Software Maintenance Totals	1	\$5,124.00
	Program 280000 - Main Totals	11	\$11,756.38
	Department 28 - ITS Totals	11	\$11,756.38
	Fund 101 - General Fund (S0101) Totals	136	\$181,698.71
Fund 103 - Restricted Donations(ord 05-17)			
Department 06 - Controller's Office			
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
4666 - Zoetis, INC	01-antiparasitic, antibiotics-9/5/2019	10/04/2019	554.40
4666 - Zoetis, INC	01-viral diagnostics-9/4/2019	10/04/2019	549.68
	Account 52210 - Institutional Supplies Totals	2	\$1,104.08
	Program 400102 - Animal Supplies Totals	2	\$1,104.08
	Department 06 - Controller's Office Totals	2	\$1,104.08
	Fund 103 - Restricted Donations(ord 05-17) Totals	2	\$1,104.08
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17010 - 2017 IN OCRA Quick Impact Placeb			



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Account 52420 - Other Supplies

4647 - S&S Worldwide, INC

04 - Bean Bags for Pop Kit	10/04/2019	50.98
Account 52420 - Other Supplies Totals		1
		\$50.98
Program G17010 - 2017 IN OCRA Quick Impact Placeb Totals		1
		\$50.98

Program G17018 - Bloomington Wide Brownfields

Account 53170 - Mgt. Fee, Consultants, and Workshops

4571 - BCA Environmental Consultants, LLC
 4571 - BCA Environmental Consultants, LLC
 4571 - BCA Environmental Consultants, LLC
 4571 - BCA Environmental Consultants, LLC

04 - Contract for Environmental Assessments	10/04/2019	630.00
04 - Contract for Environmental Assessments	10/04/2019	1,739.85
04 - Contract for Environmental Assessments	10/04/2019	350.00
04 - Contract for Environmental Assessments	10/04/2019	1,110.87
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		4
		\$3,830.72
Program G17018 - Bloomington Wide Brownfields Totals		4
		\$3,830.72
Department 04 - Economic & Sustainable Dev Totals		5
		\$3,881.70
Fund 249 - Grants Non Approp Totals		5
		\$3,881.70

Fund 270 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

7033 - Courage to Change Sober Living, INC
 7033 - Courage to Change Sober Living, INC
 7014 - Society of St. Vincent De Paul, Archdiocesan
 5849 - Wheeler Mission Ministries, INC

15-JH2019-Grant assistance for 4 Weeks-C. Watson-2425 S. Rogers	10/04/2019	500.00
15-JH2019-Grant assistance for 4 Weeks-J. Hickman-9/12/19	10/04/2019	500.00
15-JH2019-client reports-August 2019	10/04/2019	770.00
15-JH2019-Security system install-Center for Women	10/04/2019	4,133.90
Account 53960 - Grants Totals		4
		\$5,903.90
Program 050000 - Main Totals		4
		\$5,903.90
Department 05 - Common Council Totals		4
		\$5,903.90
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		4
		\$5,903.90

Fund 312 - Community Services

Department 09 - CFRD

Program 090002 - Com Serv - MLK Comm

Account 53990 - Other Services and Charges

2194 - Monroe County Branch NAACP #3062

09-MLK-halfpage ad-Freedom Fund Banquet booklet	10/04/2019	110.00
Account 53990 - Other Services and Charges Totals		1
		\$110.00



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Program 090003 - Com Serv - Status of Women

Account 53990 - Other Services and Charges

2194 - Monroe County Branch NAACP #3062

Program 090002 - Com Serv - MLK Comm Totals	1	<u>\$110.00</u>
09-BCSW Ad in souvenir booklet-41st Freedom Fund Banquet	10/04/2019	75.00
Account 53990 - Other Services and Charges Totals	1	<u>\$75.00</u>
Program 090003 - Com Serv - Status of Women Totals	1	<u>\$75.00</u>

Program 090018 - CBVN

Account 52420 - Other Supplies

4549 - Kroger Limited Partnership I

50722 - Bloomington Bagel Co., INC

09-CBVN--Volunteer Fair refreshments	10/04/2019	33.50
09-CBVN Volunteer Fair - bagels-9/7/19	10/04/2019	51.85
Account 52420 - Other Supplies Totals	2	<u>\$85.35</u>
Program 090018 - CBVN Totals	2	<u>\$85.35</u>
Department 09 - CFRD Totals	4	<u>\$270.35</u>
Fund 312 - Community Services Totals	4	<u>\$270.35</u>

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 54450 - Equipment

53442 - Paragon Micro, INC

25 - VGA Adapters for Capital Replacement Computers	10/04/2019	287.88
Account 54450 - Equipment Totals	1	<u>\$287.88</u>
Program 254000 - Infrastructure Totals	1	<u>\$287.88</u>

Program 256000 - Services

Account 53150 - Communications Contract

4170 - Comcast Cable Communications, INC

203 - INDIANA UNIVERSITY

203 - INDIANA UNIVERSITY

25 - Internet - 3550 N Kinser Pike - 9/17/19 - 10/16/19	09/23/2019	106.85
25 - Fire Station 3 Dark Fiber - August 2019	10/04/2019	65.00
25 - Fire Station 3 Dark Fiber - September 2019	10/04/2019	65.00
Account 53150 - Communications Contract Totals	3	<u>\$236.85</u>
Program 256000 - Services Totals	3	<u>\$236.85</u>
Department 25 - Telecommunications Totals	4	<u>\$524.73</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals	4	<u>\$524.73</u>

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street



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Program 200000 - Main

Account 52310 - Building Materials and Supplies

53005 - Menards, INC

20-file, pest block, pvc en, cover GCFI & misc for Traffic Build 10/04/2019 113.16

Account 52310 - Building Materials and Supplies Totals 1 \$113.16

Account 52340 - Other Repairs and Maintenance

51575 - Ennis-Flint, INC

20-Pavement marking material 4,000 lbs @ .58 10/04/2019 2,665.00

4478 - Loos & Co., INC

20- Span Cable for traffic signals 10/04/2019 1,096.23

4519 - Osburn Associates, INC

20-Pedestrian Signs - 10 10/04/2019 2,811.40

Account 52340 - Other Repairs and Maintenance Totals 3 \$6,572.63

Account 52420 - Other Supplies

409 - Black Lumber Co. INC

20-utility brush 20", 2x4-10 construction lumber-9/16/19 10/04/2019 17.77

3573 - Gary D Conder

20-10 bales of straw for sidewalk repairs-8/15/19 10/04/2019 50.00

394 - Kleindorfer Hardware & Variety

2--Crews-marking stick, tape measures, measuring wheel 10/04/2019 150.45

5080 - Metro Arborist Supplies (TreeStuff, INC)

20-SENA Spare Parts for Communication Device/Tree Crew Headset 10/04/2019 56.94

786 - Richard's Small Engine, INC

20-chainsaw parts-14 bar, chain semi chisel 3/8 long top 10/04/2019 41.95

5819 - Synchrony Bank

20-Iphone Takagi phone charger 3 pack 10/04/2019 9.99

5819 - Synchrony Bank

20-Iphone wall charger, charger adap 10/04/2019 9.99

Account 52420 - Other Supplies Totals 7 \$337.09

Account 53130 - Medical

231 - Indiana University Health Bloomington, INC

20-CDL Drug Testing Serv-Z. Eads-Drug Screen DOT 5 Panel E 10/04/2019 45.00

231 - Indiana University Health Bloomington, INC

20-CDL Drug Testing Serv-R. Hitchcox-Drug Screen DOT 5 Panel E 10/04/2019 45.00

231 - Indiana University Health Bloomington, INC

20-CDL Drug Testing Serv-A. Johnson-Breath Alcohol Test 10/04/2019 40.00

231 - Indiana University Health Bloomington, INC

20-CDL Drug Testing Serv-F. Love-Drug Screen DOT 5 Panel E 10/04/2019 45.00

231 - Indiana University Health Bloomington, INC

20-CDL Drug Testing Serv-T. Brewer-Drug Screen DOT 5 Panel E 10/04/2019 45.00

231 - Indiana University Health Bloomington, INC

20-CDL Drug Testing Serv-J. Morris-Drug Screen DOT 5 Panel E 10/04/2019 45.00

Account 53130 - Medical Totals 6 \$265.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

02-PW Divisions cell phone charges 8/12-9/11/19 09/23/2019 166.72

Account 53210 - Telephone Totals 1 \$166.72

Account 53250 - Pagers

332 - Indiana Paging Network, INC

20-Services for Snow Control Pagers-October 2019 10/04/2019 87.26

Account 53250 - Pagers Totals 1 \$87.26



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Account 53310 - Printing

3892 - Midwest Color Printing, INC	20-250 Business Cards for D. Bitner and H. Kinser		10/04/2019	73.00
Account 53310 - Printing Totals			1	<u>\$73.00</u>

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/13/2019		09/23/2019	474.89
Account 53510 - Electrical Services Totals			1	<u>\$474.89</u>

Account 53610 - Building Repairs

321 - Harrell Fish, INC	20-Clogged Drain Full of Paint @ Traffic Building	BC 2019-24	10/04/2019	485.00
392 - Koorsen Fire & Security, INC	0-Exit/Emergency Light Installation @ Traffic Division		10/04/2019	260.00
Account 53610 - Building Repairs Totals			2	<u>\$745.00</u>

Account 53650 - Other Repairs

392 - Koorsen Fire & Security, INC	20-Fire Extinguisher Service for vehicles-July 2019		10/04/2019	773.40
Account 53650 - Other Repairs Totals			1	<u>\$773.40</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/18/19		10/04/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/18/19		10/04/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/4/19		10/04/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/4/19		10/04/2019	16.83
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/11/19		10/04/2019	16.83
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/11/19		10/04/2019	34.28
Account 53920 - Laundry and Other Sanitation Services Totals			6	<u>\$153.34</u>

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-8/29/19		10/04/2019	1,492.96
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-8/12/19		10/04/2019	1,676.57
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-11 loads-August 2019	BC 2019-44	10/04/2019	242.00
Account 53950 - Landfill Totals			3	<u>\$3,411.53</u>

Account 53990 - Other Services and Charges

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Comm. Serv-9/1-9/30/19		10/04/2019	2,321.25
902 - Indiana Underground Plant Protection Service, INC	20-Services for Line Locates-695 tickets-July 2019		10/04/2019	660.25
231 - Indiana University Health Bloomington, INC	0-Hearing Screen for Street Employees-36-8/27/2019		10/04/2019	1,044.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-2-8/29/19-#397038/#397057		10/04/2019	320.00
6152 - K&S Rolloff, INC	20-Hauling Fees-Sweeper Dumps-4-7/31 & 8/12/19		10/04/2019	640.00



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19444 - Jeffery D Todd (Todd Septic Tank Service)

20-pump saltwater collection tanks-8/13/19	10/04/2019	150.00
Account 53990 - Other Services and Charges Totals	6	<u>\$5,135.50</u>
Program 200000 - Main Totals	39	<u>\$18,308.52</u>
Department 20 - Street Totals	39	<u>\$18,308.52</u>
Fund 451 - Motor Vehicle Highway(S0708) Totals	39	<u>\$18,308.52</u>

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 52210 - Institutional Supplies

394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	10/04/2019	21.77
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	10/04/2019	3.79
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	10/04/2019	74.43
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies	10/04/2019	5.13
53005 - Menards, INC	26- 3 Mega Tall Storage Cabinets, Quick Connect Spray Tips	10/04/2019	721.98
6023 - Network Services Company	26-Work Towels for Parking Garages	10/04/2019	38.28
4443 - The Sherwin Williams Company	26-White, Black, and Gold paint for curbs and traffic lines	10/04/2019	<u>64.49</u>
	Account 52210 - Institutional Supplies Totals	7	<u>\$929.87</u>

Account 52310 - Building Materials and Supplies

53005 - Menards, INC	26-Hammer Drill, 1/8" Drill Bit, 12 Gauge Hanger Wire, Earmuffs	10/04/2019	507.16
4964 - The Toledo Ticket Co	26-Parking Garage Tickets for the ticket spitter	10/04/2019	<u>4,460.10</u>
	Account 52310 - Building Materials and Supplies Totals	2	<u>\$4,967.26</u>

Account 52420 - Other Supplies

6222 - Apple, INC	06-Ipad, AC+ for ipad	10/04/2019	384.00
5819 - Synchrony Bank	06-Ipad case, Square contactless & chip reader	10/04/2019	<u>53.54</u>
	Account 52420 - Other Supplies Totals	2	<u>\$437.54</u>

Account 52430 - Uniforms and Tools

3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-Uniforms for Dave, Jessica, and Will - Parking Garage Staff	10/04/2019	42.32
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-New and replacement uniforms for parking garage employees	10/04/2019	<u>452.91</u>
	Account 52430 - Uniforms and Tools Totals	2	<u>\$495.23</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 8/12-9/11/19	09/23/2019	104.98
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 8/12-9/11/19	09/23/2019	41.68



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		Account 53210 - Telephone Totals	2	\$146.66
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/13/2019		09/23/2019	2,332.15
		Account 53510 - Electrical Services Totals	1	\$2,332.15
Account 53610 - Building Repairs				
227 - Otis Elevator Company	26-Repair Stuck Elevator at Walnut Garage		10/04/2019	735.50
		Account 53610 - Building Repairs Totals	1	\$735.50
Account 53630 - Machinery and Equipment Repairs				
3397 - Evens Time, INC	26-Hotel onQ Card Access System Install		10/04/2019	5,573.88
		Account 53630 - Machinery and Equipment Repairs Totals	1	\$5,573.88
		Program 260000 - Main Totals	18	\$15,618.09
		Department 26 - Parking Totals	18	\$15,618.09
		Fund 452 - Parking Facilities(\$9502) Totals	18	\$15,618.09
Fund 454 - Alternative Transport(\$6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 43170.0001 - Residential Neighborhood Permits Zone # 1				
Ashley Sherwood	14-refund fee Zone 1 Visitor Permit #9082-didn't qualify		10/04/2019	45.00
		Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Totals	1	\$45.00
Account 43170.0004 - Residential Neighborhood Permits Zone # 4				
Zachary Heishman	14-refund fee Zone 4 Pkg Permit #24162-address doesn't qualify		10/04/2019	45.00
Jack Johnson	14-refund Pkg Permit Zone 4-#24277-add. does not qualify		10/04/2019	45.00
Andrew Klarecki	14-refund for Zone 4 Permit #23928-address doesn't qualify		10/04/2019	45.00
		Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals	3	\$135.00
Account 43170.0006 - Residential Neighborhood Permits Zone # 6				
Caison Rhoades	14-refund fee Zone 6 Pkg Permit #15272-not eligible		10/04/2019	45.00
		Account 43170.0006 - Residential Neighborhood Permits Zone # 6 Totals	1	\$45.00
Account 43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit				
Jesus Salomon, Jr.	14-refund All Zone Permit #10941		10/04/2019	55.00
		Account 43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit Totals	1	\$55.00
Account 46060 - Other Violations				
Maureen Newman	14-refund over payment pkg citations G1603646/E1601690/E1602195		10/04/2019	40.00



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Michael Romano

14-refund pkg citation #19200602157-need to pay collections	10/04/2019	60.00
Account 46060 - Other Violations Totals	2	<u>\$100.00</u>
Program 020000 - Main Totals	8	<u>\$380.00</u>
Department 02 - Public Works Totals	8	<u>\$380.00</u>

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

5822 - Crawford, Murphy & Tilly, INC

13-Moores Pike Sidewalk-services 6/29-7/26/19	BC 2018-64	10/04/2019	3,076.00
Account 53110 - Engineering and Architectural Totals	1		<u>\$3,076.00</u>
Program 130000 - Main Totals	1		<u>\$3,076.00</u>
Department 13 - Planning Totals	1		<u>\$3,076.00</u>
Fund 454 - Alternative Transport(\$6301) Totals	9		<u>\$3,456.00</u>

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company

313 - Fastenal Company

313 - Fastenal Company

5819 - Synchrony Bank

20-yellow and white spray paint		10/04/2019	69.36
20-safety supplies-WD-40, 8 cutting wheels		10/04/2019	36.41
20-safety supplies-earplugs-8/29/19		10/04/2019	11.52
20-Curad Quickstop bleeding control spray for tree crew		10/04/2019	11.98
Account 52210 - Institutional Supplies Totals	4		<u>\$129.27</u>

Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC

334 - Irving Materials, INC

334 - Irving Materials, INC

334 - Irving Materials, INC

334 - Irving Materials, INC

19278 - Milestone Contractors, LP

19278 - Milestone Contractors, LP

19278 - Milestone Contractors, LP

19278 - Milestone Contractors, LP

20-4030 Bennington Blvd-Class A Stone Ash-6 cy-9/4/19		10/04/2019	609.00
20-Brighton Crest/Smith Rd-Class A Stone Ash-2.25 cy-9/5/2019		10/04/2019	228.38
20-E. 12th/Fess-Class A Stone Ash-2.25 cy-8/29/19		10/04/2019	228.38
20-E. Brighton Crest-Class A Stone Ash-9/10/19		10/04/2019	659.75
20-Brighton/Baldwin-Class A Stone Ash-2.5 cy-9/12/19		10/04/2019	253.75
20-surface-13th St-116.86 tons-8/28/2019	BC 2019-32	10/04/2019	5,007.45
20-surface-Fess-100.84 tons-9/4/2019	BC 2019-32	10/04/2019	4,321.00
20-surface-Maxwell/Mitchell/patching-103.39 tons-9/5-9/6/19	BC 2019-32	10/04/2019	4,430.26
20-surface-patching-8.07 tons-8/14-8/15/19	BC 2019-32	10/04/2019	345.80
Account 52330 - Street , Alley, and Sewer Material Totals	9		<u>\$16,083.77</u>



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Account 52340 - Other Repairs and Maintenance

409 - Black Lumber Co. INC

796 - Interstate Battery System of Bloomington, INC

5192 - Tabco Business Forms, INC

20-20# Non shrink grout for sign crew	10/04/2019	17.99
20-Battery for crosswalk High & Greenbriar	10/04/2019	335.40
20-Traffic Sign/Post Labels for Inventory	10/04/2019	2,206.41
Account 52340 - Other Repairs and Maintenance Totals	3	\$2,559.80

Account 52420 - Other Supplies

336 - Southside Rental Center, INC

20-Propane for Sign/Paving/Pavement Marking Crews-9/16/19	10/04/2019	21.42
Account 52420 - Other Supplies Totals	1	\$21.42

Account 52430 - Uniforms and Tools

6196 - Tom H Lewis (Lewis Municipal Sales)

20-Sign Crew-4"induction clamp for line locator	10/04/2019	386.00
Account 52430 - Uniforms and Tools Totals	1	\$386.00

Program **200000 - Main** Totals 18 \$19,180.26

Department **20 - Street** Totals 18 \$19,180.26

Fund **456 - MVH Restricted** Totals 18 \$19,180.26

Fund 600 - Cum Cap Improvement (CIG)(S2379)

Department **02 - Public Works**

Program **020000 - Main**

Account 52330 - Street , Alley, and Sewer Material

365 - Rogers Group, INC

365 - Rogers Group, INC

365 - Rogers Group, INC

20-#11 stone-13.84 tons-8/12/19	10/04/2019	124.56
20-#11 stone-12.85 tons-8/12/19	10/04/2019	115.65
20-#11 stone-13.52 tons-7/31/19	10/04/2019	121.68

Account 52330 - Street , Alley, and Sewer Material Totals 3 \$361.89

Program **020000 - Main** Totals 3 \$361.89

Department **02 - Public Works** Totals 3 \$361.89

Fund **600 - Cum Cap Improvement (CIG)(S2379)** Totals 3 \$361.89

Fund 601 - Cum Cap Development(S2391)

Department **02 - Public Works**

Program **020000 - Main**

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP

20-Tack for paving-375.00 gallons-8/31/19	BC 2019-34	10/04/2019	1,312.50
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Account 52330 - Street , Alley, and Sewer Material Totals 1 \$1,312.50

Account 53110 - Engineering and Architectural



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399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)-7/1-7/31/19	BC 2017-96	10/04/2019	20,998.50
	Account 53110 - Engineering and Architectural Totals		1	<u>20,998.50</u>
Account 54510 - Other Capital Outlays				
18844 - First Financial Bank, N.A.	20-2018 Pavement Marking Contract-Escrow-period ending 8/6/2019		10/04/2019	937.23
18844 - First Financial Bank, N.A.	20-2018 Pavement Marking Cont-Esc.-Mobe/Demobe-per. end 8/6/19		10/04/2019	970.75
3662 - Indiana Traffic Services, LLC	20-2018 Pavement Marking Contract-period ending 8/6/2019	BC 2018-27	10/04/2019	17,807.32
3662 - Indiana Traffic Services, LLC	20-2018 Pavement Marking Cont-Mobe/Demobe-period ending 8/6/2019	BC 2018-27	10/04/2019	18,444.25
7013 - The Airmarking Company, INC	20-Pavement Marking Contract 2019-work completed 8/28/19	BC 2019-66	10/04/2019	147,037.73
	Account 54510 - Other Capital Outlays Totals		5	<u>\$185,197.28</u>
	Program 020000 - Main Totals		7	<u>\$207,508.28</u>
	Department 02 - Public Works Totals		7	<u>\$207,508.28</u>
Department 13 - Planning				
Program 130000 - Main				
Account 53110 - Engineering and Architectural				
10081 - Strand Associates, INC	13-Crosswalk Improvement Proj.-serv. ending 7/31/19	BC 2019-56	10/04/2019	3,540.00
	Account 53110 - Engineering and Architectural Totals		1	<u>\$3,540.00</u>
Account 54310 - Improvements Other Than Building				
Acadia Court Apartments of Bloomington, LLC	13-Winslow Road Sidepath Parcel 8		10/04/2019	12,290.00
Acadia Court Apartments of Bloomington, LLC	13-Winslow Road Sidepath-Parcel 5		10/04/2019	10,860.00
Faith Akin	13-Henderson Street SidePath		10/04/2019	20,300.00
Bryan Tenner & Monroe County Treasurer	13-Henderson Street Sidepath Parcel 8-Taxes		10/04/2019	833.36
Donald M Coller	13-Sare Road Sidepath Parcel #7		10/04/2019	5,760.00
Bryan Tenner	13-Henderson Side Path ROW Parcel 8		10/04/2019	6,166.64
	Account 54310 - Improvements Other Than Building Totals		6	<u>\$56,210.00</u>
	Program 130000 - Main Totals		7	<u>\$59,750.00</u>
	Department 13 - Planning Totals		7	<u>\$59,750.00</u>
	Fund 601 - Cum Cap Development(\$2391) Totals		14	<u>\$267,258.28</u>
Fund 610 - Vehicle Replacement Fund(S0012)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 54440 - Motor Equipment				
6905 - Airworx Construction Equipment & Supply, LLC	18-2019 Snorkel Electric Scissor Lift model S3219E w/trailer		10/04/2019	19,999.00



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Account 54440 - Motor Equipment Totals	1	\$19,999.00
Program 060000 - Main Totals	1	\$19,999.00
Department 06 - Controller's Office Totals	1	\$19,999.00
Fund 610 - Vehicle Replacement Fund(S0012) Totals	1	\$19,999.00

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

248 - Cosner's Ice Company	16-ice for employees-135 7# bags-9/10/19	10/04/2019	202.50
313 - Fastenal Company	16-Coated gloves for employees - July 2019	10/04/2019	721.10
313 - Fastenal Company	16-Coated gloves for employees - August 2019	10/04/2019	710.90
Account 52420 - Other Supplies Totals		3	\$1,634.50

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 8/12-9/11/19	09/23/2019	479.04
Account 53210 - Telephone Totals		1	\$479.04

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/13/2019	09/23/2019	143.45
Account 53510 - Electrical Services Totals		1	\$143.45

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	19 - Fire Alarm Repair at Sanitation	10/04/2019	5,531.02
392 - Koorsen Fire & Security, INC	16-Quarterly Billing for Sanitation	10/04/2019	93.18
Account 53610 - Building Repairs Totals		2	\$5,624.20

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/18/19	10/04/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/18/19	10/04/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/11/19	10/04/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/11/19	10/04/2019	13.25
Account 53920 - Laundry and Other Sanitation Services Totals		4	\$91.02

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 8/15-8/31/19	10/04/2019	15,205.66
52226 - Hoosier Transfer Station-3140	16-recycling fees -8/15-8/29/19	10/04/2019	3,700.77
Account 53950 - Landfill Totals		2	\$18,906.43



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Program 160000 - Main Totals	13	\$26,878.64
Department 16 - Sanitation Totals	13	\$26,878.64
Fund 730 - Solid Waste (S6401) Totals	13	\$26,878.64

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

327 - Hoosier Workwear Outlet, INC	10-B. Solbrig-2019 safety shoes (12M)-9/12/19	10/04/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-H. Hollingsworth-2019 safety shoes (11 1/2D)-9/9/2019	10/04/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Pazos 2019 safety shoes (7M)-9/11/19	10/04/2019	100.00
1448 - Shoe Carnival, INC	10-Truvia-2019 safety shoes (11)-8/6/19	10/04/2019	84.98
1448 - Shoe Carnival, INC	10-Devries-2019 safety shoes (8)-8/7/19	10/04/2019	99.98
Account 52430 - Uniforms and Tools Totals		5	\$484.96

Account 53130 - Medical

7639 - Andy L Fluke	10- reimb for physical for CDL-2019-7/3/2019	10/04/2019	100.00
6213 - Christopher T Johnson	10-reimb. CDL physical-2019-9/5/2019	10/04/2019	85.00
Account 53130 - Medical Totals		2	\$185.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	10-RISK-cell phone charges 8/12-9/11/19	09/23/2019	59.52
Account 53210 - Telephone Totals		1	\$59.52

Account 53420 - Worker's Comp & Risk

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO-TTD-R.HASH-2019124	09/25/2019	519.22
Account 53420 - Worker's Comp & Risk Totals		1	\$519.22

Account 53910 - Dues and Subscriptions

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-8/1-8/31/2019	10/04/2019	1,349.60
Account 53910 - Dues and Subscriptions Totals		1	\$1,349.60

Program 100000 - Main Totals	10	\$2,598.30
Department 10 - Legal Totals	10	\$2,598.30
Fund 800 - Risk Management(S0203) Totals	10	\$2,598.30

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main



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Account 53990 - Other Services and Charges

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		10/04/2019	1,086.42
Account 53990 - Other Services and Charges Totals			1	<u>1,086.42</u>

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-September Wellness Reimbursements \$4,833.99		09/23/2019	4,833.99
Account 53990.1201 - Other Services and Charges Health Insurance Totals			1	<u>4,833.99</u>
Program 120000 - Main Totals			2	<u>5,920.41</u>
Department 12 - Human Resources Totals			2	<u>5,920.41</u>
Fund 801 - Health Insurance Trust Totals			2	<u>5,920.41</u>

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17 - tire disposal		10/04/2019	165.00
4693 - Monroe County Tire & Supply, INC	17 - #836 tires-6' year wrangler at Adv 10PL BW		10/04/2019	336.96
4693 - Monroe County Tire & Supply, INC	17 - #874 tires-6' year wrangler at ADV 10P OWL		10/04/2019	363.16
4693 - Monroe County Tire & Supply, INC	17 - #246 tires-6' year Assurance fuel max VSB		10/04/2019	370.60
4693 - Monroe County Tire & Supply, INC	17 - #5000 tires-UN203 10PLY Blk		10/04/2019	160.50
4693 - Monroe County Tire & Supply, INC	17 - #889 tire-Courser MSR 10 Ply		10/04/2019	170.99
4693 - Monroe County Tire & Supply, INC	17 - #200 tires-6' year Wrangler SRA 100S OWL		10/04/2019	191.90
Account 52230 - Garage and Motor Supplies Totals			7	<u>1,759.11</u>

Account 52240 - Fuel and Oil

349 - White River Cooperative, INC	17-B20 diesel-PDX4 on road B20-7,144 gallons	BC 2018-78D	10/04/2019	16,978.43
349 - White River Cooperative, INC	17-unleaded fuel-87 Regular-8,321 gallons	BC 2018-78D	10/04/2019	18,148.93
Account 52240 - Fuel and Oil Totals			2	<u>\$35,127.36</u>

Account 52320 - Motor Vehicle Repair

4135 - Andy Mohr Truck Center	17 - #959 mirror		10/04/2019	759.96
1107 - Best Equipment Company, INC	17-#4811/stock leafer parts, (liners, seals, impeller, etc)		10/04/2019	3,935.43
244 - Bloomington Ford, INC	17 - #L135 spark plugs, gasket and sensors		10/04/2019	176.60
244 - Bloomington Ford, INC	17-#487 shift cable and lever		10/04/2019	45.69
244 - Bloomington Ford, INC	17 - #934 filters		10/04/2019	86.80
244 - Bloomington Ford, INC	17 - Credit for core return-Inv. #5066870		10/04/2019	(140.00)



Board of Public Works Claim Register

Invoice Date Range 09/23/19 - 10/04/19

244 - Bloomington Ford, INC	17 - #P130 spark plugs and ignition boots	10/04/2019	58.80
244 - Bloomington Ford, INC	17 #934 fuel control module and sensor	10/04/2019	641.05
4335 - Circle Distributing, INC	17 - stock wiring harness	10/04/2019	61.38
4335 - Circle Distributing, INC	17 - #934 crankshaft sensor	10/04/2019	30.20
4335 - Circle Distributing, INC	17 - #874 starter	10/04/2019	156.67
4335 - Circle Distributing, INC	17 - Stock trans fluid	10/04/2019	63.60
5792 - Clark Truck Equipment Co., INC	17 - #779-Conveyor box slide	10/04/2019	633.30
51827 - Fire Service, INC	17-#332 coolant tank and sensor	10/04/2019	1,018.63
4044 - Industrial Hydraulics, INC	17 - #459 hyd hose and fittings	10/04/2019	373.39
455 - Industrial Service & Supply, INC	17 - #459 hyd hose and fittings	10/04/2019	103.45
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MT-34, MT-76, MTP-65HD, MT-58	10/04/2019	1,022.63
796 - Interstate Battery System of Bloomington, INC	17-batteries-G/L 4510-Battery Tray	10/04/2019	8.99
796 - Interstate Battery System of Bloomington, INC	17-batteries-29H-VHD	10/04/2019	87.96
394 - Kleindorfer Hardware & Variety	17-5 hitch pins	10/04/2019	6.45
680 - NCH Corporation- Partsmaster	17-stock-nylon ring, slip fitting, screw hex head, torque, washe	10/04/2019	254.63
786 - Richard's Small Engine, INC	17-#739-kubota fuel pump, oil pressure sender, linkage assy	10/04/2019	249.21
19681 - Southeastern Equipment Co, INC	17-#459 track pads	10/04/2019	492.96
54351 - Sternberg, INC	17 - #429 support	10/04/2019	1,229.72
4398 - TruckPro Holding Corporation	17 - Fan clutch hub	10/04/2019	1,454.42
4398 - TruckPro Holding Corporation	17 - #438 ABS modulator	10/04/2019	184.33
4398 - TruckPro Holding Corporation	17 - #438 Air dryer	10/04/2019	239.06
2096 - West Side Tractor Sales CO.	17-#669 cyinder bearing, snap rings	10/04/2019	75.18
2096 - West Side Tractor Sales CO.	17-#456 cutting edges, bolts and nuts	10/04/2019	824.84
2096 - West Side Tractor Sales CO.	17 - #477 spoo and retainer for planer attachment	10/04/2019	261.87
2096 - West Side Tractor Sales CO.	17 - #669 seal , orings and nut	10/04/2019	178.60
Account 52320 - Motor Vehicle Repair Totals		31	<u>\$14,575.80</u>
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17-torch cylinder rental-acetylene, fuel gases, oxygen	10/04/2019	148.49
6262 - Koenig Equipment, INC	17-shop equipment keys for all types of equipment	10/04/2019	160.00
5819 - Synchrony Bank	17 - Yubico key for wiTECH software	10/04/2019	20.00
Account 52420 - Other Supplies Totals		3	<u>\$328.49</u>

Account 53210 - Telephone



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13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 8/12-9/11/19		09/23/2019	41.68
		Account 53210 - Telephone Totals	1	<u>41.68</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/13/2019		09/23/2019	68.43
		Account 53510 - Electrical Services Totals	1	<u>\$68.43</u>
Account 53610 - Building Repairs				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	17-Repair of Labor Door @ Fleet	BC 2019-41	10/04/2019	210.00
		Account 53610 - Building Repairs Totals	1	<u>\$210.00</u>
Account 53620 - Motor Repairs				
4474 - Ken's Westside Service & Towing, LLC	17-874 tow vehicle F-250 Super Duty-9/9/2019		10/04/2019	50.00
		Account 53620 - Motor Repairs Totals	1	<u>\$50.00</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/18/19		10/04/2019	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/18/19		10/04/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/11/19		10/04/2019	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/11/19		10/04/2019	16.75
		Account 53920 - Laundry and Other Sanitation Services Totals	4	<u>\$173.40</u>
Account 53990 - Other Services and Charges				
20275 - The Travelers Indemnity	17-Vehicle Claim Deductible for Fleet for July 2019		10/04/2019	5,000.00
		Account 53990 - Other Services and Charges Totals	1	<u>\$5,000.00</u>
		Program 170000 - Main Totals	52	<u>\$57,334.27</u>
		Department 17 - Fleet Maintenance Totals	52	<u>\$57,334.27</u>
		Fund 802 - Fleet Maintenance(\$9500) Totals	52	<u>\$57,334.27</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City		09/23/2019	522.45
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City		09/23/2019	56.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/25/2019	196.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/26/2019	112.78
		Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	4	<u>\$888.25</u>



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Account 53990.1281 - Other Services and Charges Section 125 - URM- Util

17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical Utilities		09/23/2019	3.37
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/25/2019	5.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/26/2019	122.94
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			3	\$131.31

Account 53990.1283 - Other Services and Charges Health Savings Account

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		09/26/2019	16,971.13
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	\$16,971.13
Program 120000 - Main Totals			8	\$17,990.69
Department 12 - Human Resources Totals			8	\$17,990.69
Fund 804 - Insurance Voluntary Trust Totals			8	\$17,990.69

Fund 978 - City 2016 GO Bond Proceeds

Department 06 - Controller's Office

Program 06016D - 2016 D Multi Use Paths

Account 54310 - Improvements Other Than Building

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 9/6/2019	BC 2018-110	10/04/2019	2,447.45
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-Inv. date 9/6/2019	BC 2018-111	10/04/2019	3,375.80
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-Inv. date 9/6/2019	BC 2018-112	10/04/2019	8,739.25
Account 54310 - Improvements Other Than Building Totals			3	\$14,562.50
Program 06016D - 2016 D Multi Use Paths Totals			3	\$14,562.50
Department 06 - Controller's Office Totals			3	\$14,562.50
Fund 978 - City 2016 GO Bond Proceeds Totals			3	\$14,562.50
			345	\$662,850.32



Board of Public Works Claim Register Sales Tax & UT Claims

Invoice Date Range 09/18/19 - 09/23/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	F76573	01-litter-12 40lb bags pellet bedding-8/9/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	59.88
4574 - John Deere Financial (Rural King)	F80668	01-litter-12 40lb bags pellet bedding-8/12/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	59.88
4574 - John Deere Financial (Rural King)	F79474	01-timothy hay-1 bale-8/11/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	12.99
4574 - John Deere Financial (Rural King)	G05939	01-litter-12 40lb bags pellet bedding-9/4/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	59.88
4574 - John Deere Financial (Rural King)	G01002	01-litter-18 40lb bags pellet bedding-8/31/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	89.82
4574 - John Deere Financial (Rural King)	F96909	01-litter-12 40lb bags pellet bedding-8/27/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	59.88
4574 - John Deere Financial (Rural King)	F91968	01-litter-12 40lb bags pellet bedding-8/23/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	59.88
4574 - John Deere Financial (Rural King)	F90298	01-litter-10 40lb bags pellet bedding-8/21/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	49.90
4574 - John Deere Financial (Rural King)	F84416	01-litter-10 40lb bags pellet bedding-8/16/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	49.90
4574 - John Deere Financial (Rural King)	F83568	01-litter-12 40lb bags pellet bedding-8/15/19	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	59.88
Account 52210 - Institutional Supplies Totals									Invoice Transactions 10	<u>\$561.89</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-AUG 2019	19-ACC-water/sewer bill-August 2019	Paid by Check # 70416		09/18/2019	09/18/2019	09/18/2019		09/18/2019	414.00
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$414.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269		09/18/2019	09/18/2019	09/18/2019		09/18/2019	830.92
222 - Vectren	50195420-090419	19-ACC-gas bill 8/5-9/4/19	Paid by Check # 70430		09/18/2019	09/18/2019	09/18/2019		09/18/2019	301.18
Account 53540 - Natural Gas Totals									Invoice Transactions 2	<u>\$1,132.10</u>
Program 010000 - Main Totals									Invoice Transactions 13	<u>\$2,107.99</u>
Department 01 - Animal Shelter Totals									Invoice Transactions 13	<u>\$2,107.99</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 43510 - Bicentennial SWAG Taxable (Retail)										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	.65
Account 43510 - Bicentennial SWAG Taxable (Retail) Totals									Invoice Transactions 1	<u>\$0.65</u>
Program 060000 - Main Totals									Invoice Transactions 1	<u>\$0.65</u>
Department 06 - Controller's Office Totals									Invoice Transactions 1	<u>\$0.65</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial (Rural King)	L96659	19-Grease, Hedqetrimmer Cleaner.	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	413.44
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$413.44</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	CTYHALL-AUG 2019	19-City Hall-water/sewer bill-August 2019	Paid by Check # 70416		09/18/2019	09/18/2019	09/18/2019		09/18/2019	1,485.15
208 - City Of Bloomington Utilities	TMPMTR-AUG 2019	19-Graffiti Team-Temp Mtr-water/sewer bill-	Paid by Check # 70416		09/18/2019	09/18/2019	09/18/2019		09/18/2019	15.48
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	<u>\$1,500.63</u>
Program 190000 - Main Totals									Invoice Transactions 3	<u>\$1,914.07</u>
Department 19 - Facilities Maintenance Totals									Invoice Transactions 3	<u>\$1,914.07</u>
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	849494015-090919	28-long distance charges-9/09/2019-Ban	Paid by Check # 70410		09/18/2019	09/18/2019	09/18/2019		09/18/2019	244.80
13969 - AT&T Mobility II, LLC	ITSX09192019	28-cell phone charges 8/12-9/11/19	Paid by Check # 70414		09/18/2019	09/18/2019	09/18/2019		09/18/2019	618.24
Account 53210 - Telephone Totals									Invoice Transactions 2	<u>\$863.04</u>
Program 280000 - Main Totals									Invoice Transactions 2	<u>\$863.04</u>
Department 28 - ITS Totals									Invoice Transactions 2	<u>\$863.04</u>
Fund 101 - General Fund (S0101) Totals									Invoice Transactions 19	<u>\$4,885.75</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3940NKNSR-090819	25-3940 N Kinser Pike-Internet Services-9/21-	Paid by Check # 70420		09/18/2019	09/18/2019	09/18/2019		09/18/2019	117.99
4170 - Comcast Cable Communications, INC	3550NKNSR-081319	25-3550 N Kinser Pike-Business Serv-8/17-	Paid by Check # 70419		09/18/2019	09/18/2019	09/18/2019		09/18/2019	106.85
Account 53150 - Communications Contract Totals									Invoice Transactions 2	<u>\$224.84</u>
Program 256000 - Services Totals									Invoice Transactions 2	<u>\$224.84</u>
Department 25 - Telecommunications Totals									Invoice Transactions 2	<u>\$224.84</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals									Invoice Transactions 2	<u>\$224.84</u>
Fund 450 - Local Road and Street(S0706)										



Board of Public Works Claim Register Sales Tax & UT Claims

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Department 20 - Street
Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	93603608028-9/19	02-10th & Union-traffic signal chqs 8/7-9/6/19	Paid by Check # 70424	09/18/2019	09/18/2019	09/18/2019	09/18/2019	44.02
223 - Duke Energy	79103921010-9/19	02-Cottage Grove-LED energy usage-bill date	Paid by Check # 70425	09/18/2019	09/18/2019	09/18/2019	09/18/2019	30.85
223 - Duke Energy	STLGHITSUM-90519	02-Street Light Summary Electric bill-09/05/18-inc.	Paid by Check # 70426	09/18/2019	09/18/2019	09/18/2019	09/18/2019	46,776.67
223 - Duke Energy	TRFSIGNSUM-9/19	02-Traffic Signal Summary electric bill-bill	Paid by Check # 70427	09/18/2019	09/18/2019	09/18/2019	09/18/2019	2,956.94
223 - Duke Energy	78603930010-9/19	26-new lights @ 4th & Dunn Lot Agreement #1-	Paid by Check # 70422	09/18/2019	09/18/2019	09/18/2019	09/18/2019	10.37
223 - Duke Energy	28603930012-8/19	26-new lights @ 4th & Washington parking lot-	Paid by Check # 70428	09/18/2019	09/18/2019	09/18/2019	09/18/2019	17.00

Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 6	\$49,835.85
Program 200000 - Main Totals	Invoice Transactions 6	\$49,835.85
Department 20 - Street Totals	Invoice Transactions 6	\$49,835.85
Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 6	\$49,835.85

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street
Program 200000 - Main

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	F83419	20-Kentucky grass seed-8/15/19	Paid by Check # 70429	09/18/2019	09/18/2019	09/18/2019	09/18/2019	74.99
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Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$74.99
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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities

STRFH-AUG 2019	19-Street Dept Fire Hydrant-water/sewer bill-	Paid by Check # 70416	09/18/2019	09/18/2019	09/18/2019	09/18/2019	09/18/2019	41.84
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208 - City Of Bloomington Utilities	TRAFFIC-AUG 2019	19-Traffic Bldg-water/sewer bill-August	Paid by Check # 70416	09/18/2019	09/18/2019	09/18/2019	09/18/2019	30.58
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208 - City Of Bloomington Utilities	STREET-AUG 2019	19-Street Dept-water/sewer bill-August	Paid by Check # 70416	09/18/2019	09/18/2019	09/18/2019	09/18/2019	185.89
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Account 53530 - Water and Sewer Totals	Invoice Transactions 3	\$258.31
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Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)

95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269	09/18/2019	09/18/2019	09/18/2019	09/18/2019	09/18/2019	14.20
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222 - Vectren	52414143-090619	19-Traffic Bldg-gas bill 8/7-9/6/19	Paid by Check # 70430	09/18/2019	09/18/2019	09/18/2019	09/18/2019	19.44
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222 - Vectren	52418247-090619	19-Street Dept-gas bill 8/7-9/6/19	Paid by Check # 70430	09/18/2019	09/18/2019	09/18/2019	09/18/2019	18.22
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Account 53540 - Natural Gas Totals	Invoice Transactions 3	\$51.86
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Program 200000 - Main Totals	Invoice Transactions 7	\$385.16
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Department 20 - Street Totals	Invoice Transactions 7	\$385.16
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Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 7	\$385.16
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Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	MRTNGAR-AUG 2019	19-Morton St Garage-water/sewer bill-August	Paid by Check # 70416	09/18/2019	09/18/2019	09/18/2019	09/18/2019	43.81
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Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$43.81
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Program 260000 - Main Totals	Invoice Transactions 1	\$43.81
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Department 26 - Parking Totals	Invoice Transactions 1	\$43.81
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Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 1	\$43.81
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Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 43370 - Other Sales

204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	18.22
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Account 43370 - Other Sales Totals	Invoice Transactions 1	\$18.22
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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities

SANIT-AUG 2019	19-Sanitation Dept-water/sewer bill-August	Paid by Check # 70416	09/18/2019	09/18/2019	09/18/2019	09/18/2019	09/18/2019	144.97
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Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$144.97
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Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)

95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269	09/18/2019	09/18/2019	09/18/2019	09/18/2019	09/18/2019	.75
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222 - Vectren	50195440-090419	19-Sanitation-gas bill 8/5-9/4/19	Paid by Check # 70430	09/18/2019	09/18/2019	09/18/2019	09/18/2019	57.11
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Account 53540 - Natural Gas Totals	Invoice Transactions 2	\$57.86
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Program 160000 - Main Totals	Invoice Transactions 4	\$221.05
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Department 16 - Sanitation Totals	Invoice Transactions 4	\$221.05
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Fund 730 - Solid Waste (S6401) Totals	Invoice Transactions 4	\$221.05
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Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 53420 - Worker's Comp & Risk

2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019119	10-SIHO-TTD-R.HASH-INVOICE 2019119	Paid by EFT # 31266	09/18/2019	09/18/2019	09/18/2019	09/18/2019	519.22
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2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019121	10-SIHO-ADMIN-2019121	Paid by EFT # 31267	09/20/2019	09/20/2019	09/20/2019	09/20/2019	1,525.50
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2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019120	10-SIHO-CLAIMS-2019120	Paid by EFT # 31268	09/20/2019	09/20/2019	09/20/2019	09/20/2019	20,177.47
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Board of Public Works Claim Register Sales Tax & UT Claims

Invoice Date Range 09/18/19 - 09/23/19

Fund 802 - Fleet Maintenance(\$9500)
 Department 17 - Fleet Maintenance
 Program 170000 - Main
 Account 53530 - Water and Sewer
 208 - City Of Bloomington Utilities

FLEET-AUG 2019	19-Fleet Maint-water/sewer bill-August	Paid by Check # 70416	09/18/2019	09/18/2019	09/18/2019	09/18/2019		117.15
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Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 3	\$22,222.19
Program 100000 - Main Totals	Invoice Transactions 3	\$22,222.19
Department 10 - Legal Totals	Invoice Transactions 3	\$22,222.19
Fund 800 - Risk Management(\$0203) Totals	Invoice Transactions 3	\$22,222.19

Account 53540 - Natural Gas
 6769 - EDF, INC (EDF Energy Services)
 222 - Vectren

95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269	09/18/2019	09/18/2019	09/18/2019	09/18/2019		4.74
51863666-090619	19-Fleet Maint-gas bill 8/7-9/6/19	Paid by Check # 70430	09/18/2019	09/18/2019	09/18/2019	09/18/2019		46.86

Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$117.15
Account 53540 - Natural Gas Totals	Invoice Transactions 2	\$51.60
Program 170000 - Main Totals	Invoice Transactions 3	\$168.75
Department 17 - Fleet Maintenance Totals	Invoice Transactions 3	\$168.75
Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice Transactions 3	\$168.75

Fund 804 - Insurance Voluntary Trust
 Department 12 - Human Resources
 Program 120000 - Main

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	091719daily	12-City URM	Paid by EFT # 31260	09/18/2019	09/18/2019	09/18/2019	09/18/2019	153.19
17785 - The Howard E. Nyhart Company, INC	091819daily	12-City/Util URM	Paid by EFT # 31261	09/19/2019	09/19/2019	09/19/2019	09/19/2019	93.96
17785 - The Howard E. Nyhart Company, INC	091919 daily	12-City URM	Paid by EFT # 31262	09/20/2019	09/20/2019	09/20/2019	09/20/2019	196.75
17785 - The Howard E. Nyhart Company, INC	09212019daily	12-FSA Unreimbursed Medical City	Paid by EFT # 31264	09/23/2019	09/23/2019	09/23/2019	09/23/2019	522.45
17785 - The Howard E. Nyhart Company, INC	092019daily	12-FSA Unreimbursed Medical City	Paid by EFT # 31265	09/23/2019	09/23/2019	09/23/2019	09/23/2019	56.42

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util

17785 - The Howard E. Nyhart Company, INC	091819daily	12-City/Util URM	Paid by EFT # 31261	09/19/2019	09/19/2019	09/19/2019	09/19/2019	60.00
17785 - The Howard E. Nyhart Company, INC	09222019daily	12-FSA Unreimbursed Medical Utilities	Paid by EFT # 31263	09/23/2019	09/23/2019	09/23/2019	09/23/2019	3.37

Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 5	\$1,022.77
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 2	\$63.37
Program 120000 - Main Totals	Invoice Transactions 7	\$1,086.14
Department 12 - Human Resources Totals	Invoice Transactions 7	\$1,086.14
Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 7	\$1,086.14
Grand Totals	Invoice Transactions 52	\$79,073.54

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/4/2019	Bank Fees				662,850.32
9/23/2019	Claims				79,054.67
	Special Utility Claims				
	Month Of Aug HSA/WorkComp/MT & Gym/CIGNA				
9/23/2019	Sales Tax For August 2019				18.87
					741,923.86

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 \$ 741,923.86

Dated this 1 **day of** October **year of** 2019.

Kyla Cox Deckard, President Beth H. Hollingsworth, Vice-President Dana Palazzo, 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 _____