

**Board of Public Works Meeting
July 21, 2020**



The City will offer virtual options, including CATS public access television (live and tape-delayed), Facebook Live (facebook.com/citybloomington), Zoom or otherwise.

Topic: Board Of Public Works

Time: Jul 21, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/98900208714?pwd=MIRlSnh3NDMrci82ekcrbk5CSnVUZz09>

Meeting ID: 989 0020 8714

Password: 727000

One tap mobile

+13017158592,,98900208714#,,,,0#,,727000# US (Germantown)

+13126266799,,98900208714#,,,,0#,,727000# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 989 0020 8714

Password: 727000

Find your local number: <https://bloomington.zoom.us/j/98900208714?pwd=MIRlSnh3NDMrci82ekcrbk5CSnVUZz09>

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

AGENDA
BOARD OF PUBLIC WORKS
July 21, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, July 21, 2020 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed), Facebook Live (facebook.com/citybloomington), Zoom or otherwise. Public comments and questions will be encouraged via bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Approve Permission to Abate Property 708 S. Adams
2. Approve Permission to Abate Property (Vacant Lot) at Ashlynn Park Drive
3. Approve Permission to Abate Property (Vacant Lot) at W. 11th Street

IV. CONSENT AGENDA

1. Approval of Minutes – July 07, 2020
2. Approve Resolution 2020-31 Renewal of Mobile Vendor in Public Right of Way (The Big Cheeze, LLC)
3. Approve Resolution 2020-32 Renewal of Mobile Vendor in Public Right of Way (Rasta Pops)
4. Approve Resolution 2020-35 Renewal of Mobile Vendor in Public Right of Way (Limestone BBQ)
5. Approval of Service Agreement with KONE for Morton Street Garage Hoistway Cleaning
6. Approval of Payroll

V. NEW BUSINESS

1. Approve Agreement between City of Bloomington and Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO)
2. Approve Resolution 2020-34 Approve Encroachment Agreement at 304 W. Kirkwood with The Foundry, 304 LLC
3. Approve Request for Road Closure on E. 11th Street from Weddle Brothers (July 22, 2020 – August 04, 2020)
4. Approve Acceptance of Public Improvements Associated with Summit Ridge Development
5. Approve Change Order #3 for the West Allen Street Traffic Calming Project

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.

Staff Report

To: Board of Public Works

From: Blaine Rout/ Daniel Dixon

Date: July 21, 2020

Re: Request to Abate property at 708 South Adams Street, Bloomington, IN

Attachments:

1. Notices of Violation Issued on 6/11, 6/16, 7/1, and 7/8/2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 6/11/2020, 6/16/2020, 7/1/2020, and 7/8/2020, Neighborhood Compliance Officer Blaine Rout inspected the property located at 708 South Adams Street, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Margaret Lamb and Edward Ohye (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Margaret Ohye & Edward Lamb ("Property Owner")

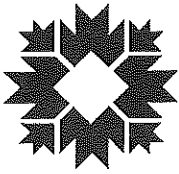
The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **645 S Rogers St, Bloomington 47403**, under parcel number **53-08-05-300-029.000-009** and whose legal description is **015-33725-00 Sem Pt Lot 173** (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday July 21, 2020 via ZOOM meetings**. **You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

Fines are not appealed at this meeting



Notice of Violation

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

Date 6/11/2020 Time 3:45pm Address/location 708 S. Adams St 47403

Issued by: 223

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45691

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass on property

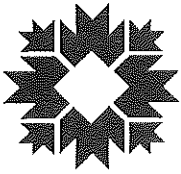
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Cumb, Margaret S Ohye Edward
 Address 708 S Adams St
 City Bloomington State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: X Agent: _____



Notice of Violation

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

Date 6/16/20 Time 2:09 Address/location 708 S ADAMS ST
 Issued by: 227 47403

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45705

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

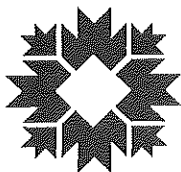
Comments: _____

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

Owner Name MARGARET LAMB & EDWARD
 Address 645 S. ROGERS ST OHYE
 City BLOOMINGTON State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____ Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

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

Date 07/01/2020 Time 2:30pm Address/location 708 S. Adams St. 47403

Issued by: 223

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45833

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass on the property.

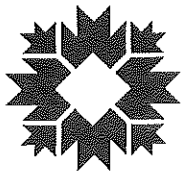
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please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

Owner Name MARGARET LAMB
EDWARD O'HEE
 Address 645 S. ROGERS STREET
 City BLOOMINGTON State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: Owner: Agent:



Notice of Violation

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

Date 07/08/2020 Time 10:30am Address/location 708 S. Adams St. 47403

Issued by: 223

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45869

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass on property.

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

Owner Name Margaret Lamb/Edward Ohye
 Address 645 S. Rogers St.
 City Bloomington State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: 7-21-20

Mail Copies To: Resident: _____ Owner: Agent: _____





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Dedicated to Service & Quality™

3.5

Monroe County, IN

708 S Adams ST, Bloomington, IN 47403-2168
53-08-05-300-029.000-009



Parcel Information

Parcel Number: 53-08-05-300-029.000-009
Alt Parcel Number: 015-33725-00
Property Address: 708 S Adams ST
Bloomington, IN 47403-2168
Neighborhood: Allen Street - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Lamb, Margaret & Ohye, Edward
Owner Address: 645 S Rogers St
Bloomington, IN 47403
Legal Description: 015-33725-00 Sem Pt Lot 173

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

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



**City of Bloomington
Housing and Neighborhood Development**

On 06/11/2020, 06/16/2020, 07/01/2020, 07/08/2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at _____ . The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 07/21/2020

Abatement Approved: Y/N

Property Owner: Lamb, Margaret & Ohye, Edward

Address: 645 S Rogers St Bloomington, In 47403

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-08-05-300-029.000-009

Legal Description: 015-33725-00 Sem Pt Lot 173

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 6/11/2020, 6/16/2020, 7/1/2020, and 7/8/2020, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 21, 2020.

The Board of Public Works now finds as follows:

1. Margaret Lamb and Edward Ohye (Hereinafter the "Owner") owns the real estate located at 708 South Adams Street, Bloomington, IN, and whose legal description is 015-33725-00 Sem Pt Lot 173. (Hereinafter the "Property")
2. On 6/11/2020, 6/16/2020, 7/1/2020, and 7/8/2020, City of Bloomington Neighborhood Compliance Officer, Blaine Rout, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 11th DAY OF June, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of July, 2020.

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

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: July 21, 2020

Re: Request to Abate property at North Ashlynn Park Drive, Bloomington, IN

Attachments:

1. Notices of Violation Issued on 5/20, 6/24, and 7/7/2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

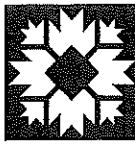
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 5/20/2020, 6/24/2020, and 7/7/2020, a Neighborhood Compliance Officer inspected the property located at North Ashlynn Park Drive, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Waterstone Bloomington Land, LLC (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: **Waterstone Bloomington Land Llc** (“Property Owner”)

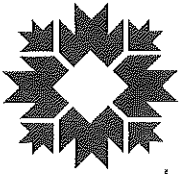
The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **N Ashlynn Park Dr, Bloomington 47404**, under parcel number **53-05-33-200-023.002-005** and whose legal description is **013-19330-02 Morton North Lot 2** (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday July 21 2020 via ZOOM meetings**. You must contact the **Office of Public Works** at **812-349-3410** or email at **public.works@bloomington.in.gov** for further information.

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

Fines are not appealed at this meeting



Notice of Violation

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

Date 5-20-20 ^{wed} Time 12:15P Address/location Parcel # ~~53-05-33-200-023-002-005~~ 300BLK W. 11th

Issued by: 230 Vacant Lot 53-05-33-200-023-002-005

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45476

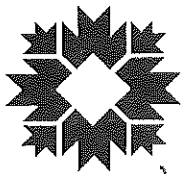
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut the overgrowth.

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

Owner Name Watersstone Bloomington Land LLC
 Address 5784 Lake Forrest Dr. Ste 100
 City Atlanta State GA
 Zip Code 30328

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____



Notice of Violation

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

Date 6.24.20 ^{wed} Time 10:44A Address/location Ashlyn Park Drive 47404

Issued by: 230 Parcel # 53-05-33-200-023.000.005

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45788

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut the overgrowth.

Warning issued 5.20.2020

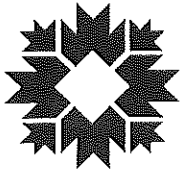
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Watershane Bloomington Land LLC
 Address 5784 Lake Forest Dr. Ste 100
 City Atlanta State GA
 Zip Code 30328

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: _____ Agent: _____



Notice of Violation

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

Date 7-7-2020 Time 2:25P Address/location N. Ashlynn Park Dr. 47404
Issued by: 230 Parcel # 53-05-33-200-023.002-005

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 43867

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut the overgrowth.
Property will go to the Board of Public Works
for permission to abate.

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

Owner Name Waterstone Bloomington Land LLC
Address 5784 Lake Forest Dr. Ste. 100
City Atlanta State GA
Zip Code 30328

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: 7-7-21-20

Mail Copies To: Resident: _____ Owner: _____ Agent: _____



Monroe County, IN

N ASHLYNN PARK DR, Bloomington, IN 47404
53-05-33-200-023.002-005



Parcel Information

Parcel Number: 53-05-33-200-023.002-005
Alt Parcel Number: 013-19330-02
Property Address: N ASHLYNN PARK DR
Bloomington, IN 47404
Neighborhood: 37 BLOOMINGTON CITY - COM
Property Class: Vacant Land
Owner Name: Waterstone Bloomington Land LLC
Owner Address: 5784 Lake Forrest Dr Ste 100
Atlanta, GA 30328
Legal Description: 013-19330-02 Morton North Lot 2

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	33105.6	



**City of Bloomington
Housing and Neighborhood Development**

On May 20, June 24 and July 7, 2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at the vacant lot on the west side of Ashlynn Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation, **and to continue to do so as necessary through May 20, 2021.**

BPW Meeting Date: July 21, 2020

Abatement Approved: Y/N

Property Owner: Waterstone Bloomington Land LLC

Address: 5784 Lake Forrest Dr Ste 100 Atlanta, Ga 30328

Is this a rental? No

Agent: N/A

Address: N. Ashlynn Park Drive

Parcel Number: 53-05-33-200-023.002-005

Legal Description: 013-19330-02 Morton North Lot 2

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 5/20/2020, 6/24/2020, and 7/7/2020 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 21, 2020.

The Board of Public Works now finds as follows:

1. Waterstone Bloomington Land, LLC (Hereinafter the "Owner") owns the real estate located at North Ashlynn Park Drive, Bloomington, IN, and whose legal description is 013-19330-02 Morton North Lot 2. (Hereinafter the "Property")
2. On 5/20/2020, 6/24/2020, and 7/7/2020, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 20th DAY OF MAY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of July, 2020.

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

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: July 21, 2020

Re: Request to Abate property at W.11th Street & Ashlynn Park Dr., Bloomington, IN

Attachments:

1. Notices of Violation Issued on 5/20, 6/24, and 7/7/2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 5/20/2020, 6/24/2020, and 7/7/2020, a Neighborhood Compliance Officer inspected the property located at West 11th Street & Ashlynn Park Drive, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Waterstone Bloomington Land, LLC (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: **Waterstone Bloomington Land Llc** (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **W 11th St, Bloomington 47404**, under parcel number **53-05-33-200-023.006-005** and whose legal description is **013-19330-06 Morton North Lot 6 Common Area** (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday July 21 2020 via ZOOM meetings**. You must contact the Office of Public Works at **812-349-3410** or email at **public.works@bloomington.in.gov** for further information.

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

Fines are not appealed at this meeting



Notice of Violation

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

Date 5-20-20 ^{wed} Time 12:15 P Address/location Parcel # 53-05-33-200-023.006-005

Issued by: 230 VACANT LOT N. ASHLINN PARK DR. / 12th

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45475

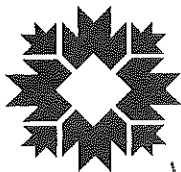
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: cut the overgrowth.

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

Owner Name Waterstone Bloomington Land
 Address 5784 Lake Forrest Dr. Ste 100 LLC
 City Atlanta State GA
 Zip Code 30328

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____



Notice of Violation

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

Date 6.24.20 ^{Wed} Time 10:45 Address/location 11th & Ashlyn Park Dr. 47404
 Issued by: 230 Parcel # 53-05-33-200-023-000.006

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45790

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut the overgrowth
Warning issued 5.20.2020

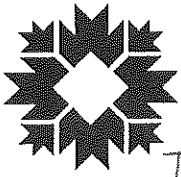
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Waterstone Bloomington Land LLC
 Address 5784 Lake Forrest Dr. Ste 100
 City Atlanta State GA
 Zip Code 30328

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident VACANT LOT Owner: X Agent: _____



Notice of Violation

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

Date 7-7-2020 ^{Tues} Time 2:24 Address/location W. 11th & Ashlynn Park Dr. 47404
Issued by: 230 Parcel # 53-05-33-200-023.006-005

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45866

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut the overgrowth.
Property will go to the Board of Public Works
for permission to abate

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

Owner Name Waterstone Bloomington Land LLC
Address 5784 Lake Forest Dr. Ste. 100
City Atlanta State GA
Zip Code 30328

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: X 7-21-20

Mail Copies To: Resident: _____ Owner: _____ Agent: _____



Monroe County, IN

W 11th ST, Bloomington, IN 47404
53-05-33-200-023.006-005



Parcel Information

Parcel Number: 53-05-33-200-023.006-005
Alt Parcel Number: 013-19330-06
Property Address: W 11th ST
Bloomington, IN 47404
Neighborhood: 37 BLOOMINGTON CITY - COM
Property Class: Residential Condominiums Common Areas
Owner Name: Waterstone Bloomington Land LLC
Owner Address: 5784 Lake Forrest Dr Ste 100
Atlanta, GA 30328
Legal Description: 013-19330-06 Morton North Lot 6
Common Area

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Ca	0.17	



**City of Bloomington
Housing and Neighborhood Development**

On May 20, June 24 and July 7, 2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at the vacant lot at the corner of W. 11th and Ashlynn Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation, **and to continue to do so as necessary through May 20, 2021.**

BPW Meeting Date: July 21, 2020

Abatement Approved: Y/N

Property Owner: Waterstone Bloomington Land LLC

Address: 5784 Lake Forrest Dr Ste 100 Atlanta, Ga 30328

Is this a rental? No

Agent: N/A

Address: W.11th Street & Ashlynn Park Drive

Parcel Number: 53-05-33-200-023.006-005

Legal Description: 013-19330-06 Morton North Lot 6 Common Area

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 5/20/2020, 6/24/2020, and 7/7/2020 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 21, 2020.

The Board of Public Works now finds as follows:

1. Waterstone Bloomington Land, LLC (Hereinafter the "Owner") owns the real estate located at W.11th Street & Ashlynn Park Drive, Bloomington, IN, and whose legal description is 013-19330-06 Morton North Lot 6 Common Area. (Hereinafter the "Property").
2. On 5/20/2020, 6/24/2020, and 7/7/2020, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

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

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 20th DAY OF MAY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of July, 2020.

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

The Board of Public Works meeting was held on Tuesday, July 7, 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Jo Stong – Housing and Neighborhood Dev.
Norman Mosier – Housing and Neighborhood Dev.
Kenny Liford– Housing and Neighborhood Dev.
Mike Arnold – Housing and Neighborhood Dev.
Jacqueline Moore – City Legal
Christopher Wheeler – City Legal
Michael Rouker – City Legal
Neil Kopper – Planning and Transportation
Matt Smethurst – Planning and Transportation
Sara Gomez – Planning and Transportation
Paul Kehrberg – Planning and Transportation

Hollingsworth wanted to thank all of the workers working in the heat. Cox Deckard wanted to express her thoughts about the racist acts that have happened in the city, county, and the nation.

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

HEARING ON EXCESSIVE GROWTH APPEAL

Christopher Wheeler, City Attorney, presented Appeal Notice of Violation #45770 at 420 N. Roosevelt St. See meeting packet for details.

Appeal Notice of Violation #45770 at 420 N. Roosevelt St.

Public Comments: Eric Weitnauer, owner of the property, stated his side of the appeal.

Board Comments: Palazzo asked if there were warnings issued before a citation on this property. Kenny Liford, Housing and Neighborhood Dev., stated he did issue a warning on May 5, 2020. On June 22nd, the lawn was overgrown again so he issued a citation. Palazzo asked Weitnauer if he reached out to the City after receiving a warning. Weitnauer said he mowed the lawn immediately after receiving the warning and did not reach out to the City. Hollingsworth wanted to express her understanding with Weitnauer due to the weather. Cox Deckard asked if a resident only receives one warning in a mowing season; Liford agreed. Cox Deckard says she appreciates the warning being given out. Liford stated if the resident reaches out to the Housing and Neighborhood Development office to discuss the warning or citation, they will try to work things out.

Hollingsworth made a motion to Uphold Appeal Notice of Violation #45770 at 420 N. Roosevelt St. Palazzo seconded. Motion passes.

Wheeler presented Appeal Notice of Violation #45774 at 910 S. Palmer Ave. See meeting packet for details.

**Appeal Notice of Violation
#45774 at 910 S. Palmer
Ave.**

Public Comments: Kenneth King, owner of property, stated his appeal. King stated he did not admit his yard was overgrown as Wheeler stated.

Board Comments: Adam Wason, Public Works, wanted to express his understanding to King on being more relaxed during this time of crisis, but the City still has a job to do. Wason appreciates King's comments. Cox Deckard asked if because this was a warning, if there was a reason pictures weren't attached. Jo Stong, Housing and Neighborhood Dev., stated usually when there is a warning, they often don't take pictures.

Public Comments: King stated he would have mowed his yard regardless if he received a warning or not. He also stated he will move out of the residence as he feels he cannot go on vacation without feeling he will get a citation. Cox Deckard wanted to thank King for his testimony and the HAND inspectors for their work. Cox Deckard pointed out the challenges we're all facing but it should not have an effect on mowing lawns.

Hollingsworth made a motion to Uphold Appeal Notice of Violation #45774 at 910 S. Palmer Ave. Palazzo seconded. Motion passes.

Wheeler presented Appeal Notice of Violation #45813 at 221 E. 10th St. See meeting packet for details.

Appeal Notice of Violation #45813 at 221 E. 10th St.

Public Comments: Lyndsi Brown, Chickering Properties, LLC, came to state her appeal. Brown stated this property is a rental property and the tenants have been out of the house on vacation. She stated the trash was left by a transient person. She has no problem cleaning the trash up, but doesn't feel the renters should be charged since they are not currently residing in the house. Brown was out on vacation when the warning was issued. Once she came back, she noticed the violation.

Board Comments: Wason asked the HAND staff if Brown could get the trash cleaned up, would that be acceptable to them; Arnold stated it has already been cleaned up. Cox Deckard voiced her concern of maintaining the cleanliness at this property. Palazzo and Hollingsworth also expressed the same concern. Brown apologized and will make sure this property will be maintained.

Palazzo made a motion to Uphold Appeal Notice of Violation #45813 at 221 E. 10th St. Hollingsworth seconded. Motion passes.

TITLE VI
ENFORCEMENT

Jo Stong, Housing and Neighborhood Dev., presented Approve Permission to Abate Property at 3811 N. Kinser Pike. See meeting packet for details.

Approve Permission to Abate Property at 3811 N. Kinser Pike

Board Comments: Cox Deckard asked if this will be a continuous abatement; Wheeler agreed. Hollingsworth asked if there has been any response since May; Stong said no.

Hollingsworth made a motion to Approve Permission to Abate Property at 3811 N. Kinser Pike. Palazzo seconded. Motion is passed.

Wheeler presented Approve Permission to Abate Property at 2611 E. Roundhill Lane. See meeting packet for details.

Approve Permission to Abate Property at 2611 E. Roundhill Lane.

Public Comments: Alex Gul, owner of the property, wanted to show pictures through Zoom, but due to privacy settings, he was not able to do so. Gul stated his appeal.

Board Comments: Wason explained the history of this property and the ongoing issues for the past 4-5 years. Wheeler asked Norman Mosier, Housing and Neighborhood Dev., if the regular grass standing is greater than 8 inches; Mosier agreed. Wheeler stated Gul has plants in his yard that looks like weeds but are acceptable in City code. Because the plants are intermingled with grass, the length is waist high and looks like overgrown grass.

Public Comments: Gul stated his opinion before the Board makes their motion. Jay, Gul’s neighbor, stated how this property is always out of compliance and he is very appreciative of getting this property abated.

Palazzo made a motion to Approve Permission to Abate Property at 2611 E. Roundhill Lane. Hollingsworth seconded. Motion is passed.

CONSENT AGENDA

1. **Approval of Minutes – June 23, 2020**
2. **Approval of Payroll**

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

NEW BUSINESS

Neil Kopper, Planning and Transportation, presented Approve Preliminary Engineering Contract with American Structurepoint, Inc., for the Discovery Parkway Project. See meeting packet for details.

Approve Preliminary Engineering Contract with American Structurepoint, Inc., for the Discovery Parkway Project

Palazzo made a motion to Approve Preliminary Engineering Contract with American Structurepoint, Inc., for the Discovery Parkway Project. Hollingsworth seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Temporary Right-of-Way request from WDG Construction Group for 910 and 916 N. College Avenue from Railroad Overpass to W. 14th St. See meeting packet for details.

Approve Temporary Right-of-Way request from WDG Construction Group for 910 and 916 N. College Avenue from Railroad Overpass to W. 14th St. (July 8, 2020 - July 21, 2020)

Board Comments: Wason wanted to add that there has been a stop work order put in place due to getting the property into compliance. Wason asked Gomez if this will require a walk around; Gomez agreed. Hollingsworth asked if the walk around will have lighting at night; Paul Kehrberg, Planning and Transportation, confirmed. Cox Deckard stated there will be continued traffic so there will not be a lane restriction. Warning signage will be put in place to alert motorists of construction to ensure vehicles are safely passing through. Chris Deckard, WDG Construction Group, stated traffic flow will not be interrupted and warning signs will be installed per the MOT. Palazzo needed clarification on the dates. Cox Deckard asked that the full closure date of both the right-of-way and sidewalk closure be included.

Hollingsworth made a motion to Approve Temporary Right-of-Way for Sidewalk Work to be Completed by July 21st, and Alley Work to be completed by August 30th from WDG Construction Group for 910 and 916 N. College Avenue from Railroad Overpass to W. 14th St. Palazzo seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented Approve Change Order #7 for the West 17th Street Reconstruction Project. See meeting packet for details.

Approve Change Order #7 for the West 17th Street Reconstruction Project

Board Comments: Wason asked if they will be expecting another trailer rental change order for July. Smethurst stated they switched inspectors on the project and the new inspector does not need a trailer to complete the work.

Hollingsworth made a motion to Approve Change Order #7 for the West 17th Street Reconstruction Project. Palazzo seconded. Motion is passed.

Gomez presented Approve Escrow Agreement between City of Bloomington and Kenny Blackwell for Summit Ridge Maintenance Period. See meeting packet for details.

Approve Escrow Agreement between City of Bloomington and Kenny Blackwell for Summit Ridge Maintenance Period

Board Comments: Hollingsworth asked what happens if the escrow account is not funded within 7 days. Gomez said the

agreement would be nulled and Kenny Blackwell would be in violation of his requirement to have a bond for the development. Mike Rouker, City Legal, agreed with Gomez's answer. Hollingsworth asked when this project will be completed; Gomez stated the construction is complete, this is to get the public improvements accepted by the City.

Hollingsworth made a motion to Approve Escrow Agreement between City of Bloomington and Kenny Blackwell for Summit Ridge Maintenance Period. Palazzo seconded. Motion is passed.

STAFF REPORTS & OTHER BUSINESS

Wason stated he is working on finalizing a contract extension with Hoosier Disposal. Paving crews are out working in the heat, and to be mindful of construction crews while driving. Wason wanted to express his gratitude to the staff of Public Works. Wason appreciated Kyla's comments in the beginning of the meeting. He appreciates all the comments from the guests of the meeting. Cox Deckard expressed her appreciation to Adam, Public Works, and Planning and Transportation staff.

APPROVAL OF CLAIMS

Palazzo made a motion to approve claims in the amount of \$534,598.21. Hollingsworth seconded. Claims are approved.

Board Comments: Palazzo needed clarification on the claims signature sheet as it was for a different Board meeting. Wason stated the signature sheet would be updated.

Cox Deckard called for adjournment. Meeting adjourned at 6:57 P.M.

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 2020-31 - Mobile Vendor in Right of Way
Petitioner/Representative: Cory Sampson – The Big Cheeze LLC
Staff Representative: Marnina Patrick
Meeting Date: July 21, 2020

Cory Sampson, co-owner of The Big Cheeze LLC, 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 grilled cheese sandwiches, sides, and beverages.

This application is for one (1) year beginning on July 22, 2020, and continuing through July 21, 2021.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Cory Sampson	
Title/Position:	Co-owner	
Date of Birth:	07/25/91	
Address:	903 E. Clover Dr.	
City, State, Zip:	Ellettsville, IN 47429	
E-Mail Address:	Cory.Sampson@TheBigCheeze.com	
Phone Number:		Mobile Phone: (317) 908-8300

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:



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

Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Mobile Vendor's License. The full application is attached, along with important contact information and relevant Bloomington Municipal Code.

Please contact the Department of Economic and Sustainable Development at 812-349-3418 for information and assistance in securing the license and the other permissions that may be necessary to operate within the City of Bloomington.

The City of Bloomington
Department of Economic and Sustainable Development

Received in ESD
JUN 16 2020

4. Company Information

Name of Employer:	The Big cheese LLC				
Address of Employer:	2216 S. Laurelwood Dr.				
City, State, Zip:	Bloomington, IN 47401				
Employment Start Date:	02/01/15	End Date (If known):			
Phone Number:	(317) 908-8300				
Website / Email:	TheBigcheese.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
Cory Sampson	903 E. Clover Dr. Ellettsville, IN 47429
Chad Sutor	2216 S. Laurelwood Dr. Bloomington, IN 47401

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

Date of incorporation or organization:	02/06/17
State of incorporation or organization:	Active
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	11am - 2am	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood, Food truck Friday, various events	
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	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	A copy of the 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 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: July 7, 2020	Received By: Marnina Patrick	Date Approved: 7/13/2020	Approved By: Larry Allen
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John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

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

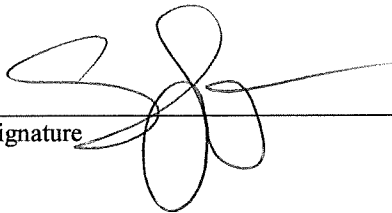
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Cory Sampson
Name, Printed


Signature

6/13/20
Date Release Signed

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

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

Prohibited Location Agreement

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

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


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

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

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

Vendor:

Name: Cory Sampson

Signature: 

Date: 6/13/20

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Special Event Consent

This letter authorizes _____, to conduct solicitation
(Name of mobile vendor)
within one-block radius of the following Special Event: _____.

(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:

Mobil Vendor:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Telephone Number: _____

Telephone Number: _____


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: Cory Sampson

Signature: 

Date: 6/13/20

**CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING INSPECTION Pomps Tire
 INSPECTOR'S NAME Roscoe L Knight INSPECTOR'S PHONE # 812-336-6302
 DATE OF INSPECTION 6-12-20
 TAXICAB COMPANY The Big Crease
 VEHICLE YEAR 2018 MAKE Chery MODEL Silverada 2500
 VIN 1G2KVEG1JZ813283

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

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

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pump Tire
 INSPECTOR'S NAME Roscoe L Knight INSPECTOR'S PHONE # 812-336-6302
 DATE OF INSPECTION 6-12-20
 TAXICAB COMPANY The Big Cheese
 VEHICLE YEAR 13 MAKE Food MODEL Trailer
 VIN 1S986X168CM982099

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

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

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

Additional Comments by Inspector: _____

CITY OF BLOOMINGTON INDIANA

Inspector Signature R. J. Hays

Date: 6-12-20

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

my Driver Records

- [View Your Driver Record](#)
- [Official Driver Record](#)
- [Pay Reinstatement Fees Online](#)
- [Renew Your License or ID Card](#)
- [Add MotorCycle Endorsement](#)
- [View Your Recent Driver Notices](#)
- [Track Your Recent Renewals](#)
- [Replacement Licenses or IDs](#)
- [Schedule Driving Test](#)
- [Your Renewal Date](#)
- [CDL Self-Certify Driver Type](#)
- [Proceed to Checkout](#)

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications.
ABOUT SSL CERTIFICATES

my Driver Records

Welcome, CORY B SAMPSON!

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

License type: OPERATOR W/ MC

As of 06/13/2020 9:25 am
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
06/02/2016	0	SEAT BELT VIOLATION	05/11/2016	MONROE CIRCUIT # 9 / 53C0916051F001773			No	No
02/02/2015	4	FAILURE TO OBEY SIGNS OR MARKINGS	01/20/2015	MONROE CIRCUIT #6 / 53C0615011F000423			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	07/25/2018	903 E CLOVER DR	ELLETTSVILLE	IN	47429-1071
4	08/11/2013	903 CLOVER DR	ELLETTSVILLE	IN	47429-1071
3	05/13/2013	378 EAST VARSITY LANE	BLOOMINGTON	IN	47408
2	09/03/2011	1425 W ALLEN ST.	BLOOMINGTON	IN	47403
1	10/28/2006	7645 SAMUEL DR	INDIANAPOLIS	IN	46259-9682

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	07/25/2018	903 E CLOVER DR	ELLETTSVILLE	IN	47429-1071
1	10/28/2006	7645 SAMUEL DR	INDIANAPOLIS	IN	46259-9682

Credential Issuance

Interim Credential Issue Date: 7/25/2018, Expiration Date: 8/24/2018, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 12784536

Interim Credential Issue Date: 7/25/2018, Expiration Date: 8/24/2018, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 12784506

Issue Date: 07/25/2018, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 07/25/2024

Issue Date: 09/03/2011, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 07/25/2018

Issue Date: 10/02/2008, Amend License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 07/25/2012

Issue Date: 10/02/2008, Amend License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 07/25/2012

Issue Date: 05/21/2008, Issue Motorcycle Learner, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 05/31/2009

Issue Date: 09/18/2007, Issue Operator, OPERATOR (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 07/25/2012

Issue Date: 10/28/2006, Duplicate Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 10/31/2007

Issue Date: 10/28/2006, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 10/31/2007

Remarks

No Remarks were found.

 * End of Driver Record *



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 14	AGE 12	ISSUE DATE 04/04/20	PUR DATE 12/22/11	COUNTY 53 - MONROE	TP R	PL YR 20	PLATE 753LMF	PL TP PA	WEIGHT	PR YR 19	LS N	TYPE 4W	PRIOR YR PL 753LMF
EXPIRATION DATE 01/31/21		MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 08	MAKE TOY	MODEL RUN	VEHICLE IDENTIFICATION NUMBER JTEBU14R28K027188			TYPE 4W	COLOR WHI/	
CURRENT YEAR TAX	EXTAX 36.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 36.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35	ADMIN FEE 0.00	TOTAL 97.35				
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 PASSENGER - NEW PLATE TYPE													



HINT

Legal Address
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887



CERTAIN ENTERPRISES
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887



97 1/1
86-2



INDIANA

OPERATOR LICENSE



INDIANA COMMISSIONER
313

DLN **5410-03-3120**

Iss **07/25/2018**

Exp **07/25/2024**

DONOR

1 **SAMPSON**

2 **CORY B**

3 **903 E CLOVER DR
ELLETTSVILLE, IN 47404**

4 Class

5 End L

6 Res B

7 DOB **07/25/1981**

8 DD 07251831300131



9 Sex **M**

10 Hgt **5'-05"**

11 Wgt **170 lb**

12 Eyes **BLU**

13 Hair **BRN**

Date of this notice: 02-06-2017

Employer Identification Number:
81-5242508

Form: SS-4

Number of this notice: CP 575 B

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

BIG CHEEZE LLC
JOHN CHADWICK SUTOR MBR
2216 S LAURELWOOD DR
BLOOMINGTON, IN 47401

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-5242508. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2018

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

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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

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

IMPORTANT REMINDERS:

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

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

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

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

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

CP 575 B

999999999

Your Telephone Number Best Time to Call
() - _____

DATE OF THIS NOTICE: 02-06-2017
EMPLOYER IDENTIFICATION NUMBER: 81-5242508
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023



BIG CHEEZE LLC
JOHN CHADWICK SUTOR MBR
2216 S LAURELWOOD DR
BLOOMINGTON, IN 47401

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/13/2020 09:38 AM

Business Details

Business Name: **THE BIG CHEEZE LLC** Business ID: **201702061179379**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **02/06/2017** Inactive Date:
Principal Office Address: **2216 South Laurelwood Drive, Bloomington,
IN, 47401, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due
Date: **02/28/2021**
Years Due:

Principal Information

Title	Name	Address
Member	John Chadwick Sutor	2216 South Laurelwood Drive, Bloomington, IN, 47401, USA
Member	Cory Sampson	903 Clover Drive, Ellettsville, IN, 47429, USA

Registered Agent Information

Type: **Business**
Name: **MALLOR GRODNER LLP**
Address: **511 Woodcrest Drive, Bloomington, IN, 47401, USA**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2020

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 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 SHEPHERD INSURANCE LLC - CLIENT CONNECTION 800 S WASHINGTON ST VAN WERT, OH 45891	CONTACT NAME: SHELBY BERMEJO PHONE: (866)202-3068 FAX: (800)736-7026 E-MAIL ADDRESS: sbermejo@central-insurance.com														
INSURED CERTAIN ENTERPRISES LP DBA THE BIG CHEEZE 2216 S LAURELWOOD DR BLOOMINGTON, IN 47401	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: right;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Central Mutual</td> <td style="text-align: right;">20230</td> </tr> <tr> <td>INSURER B All America</td> <td style="text-align: right;">20222</td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Central Mutual	20230	INSURER B All America	20222	INSURER C		INSURER D		INSURER E		INSURER F	
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INSURER C															
INSURER D															
INSURER E															
INSURER F															

CERTIFICATE NUMBER 4068746 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
A	GENERAL LIABILITY <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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	9893611	10/15/2019	10/15/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">300,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	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
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GENERAL AGGREGATE	\$	2,000,000																							
PRODUCTS - COMP/OP AGG	\$	2,000,000																							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	9893612	10/15/2019	10/15/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																							
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BODILY INJURY (Per accident)	\$																								
PROPERTY DAMAGE (Per accident)	\$																								
A	UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	9893613	10/15/2019	10/15/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> </table>	EACH OCCURRENCE	\$	1,000,000	AGGREGATE	\$	1,000,000												
EACH OCCURRENCE	\$	1,000,000																							
AGGREGATE	\$	1,000,000																							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holders are additional insured per the attached endorsements.
 Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER CITY OF BLOOMINGTON 401 N MORTON ST BLOOMINGTON, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SHELBY BERMEJO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL BUSINESS GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED-OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
 ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
 ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
 ADDITIONAL INSURED-VENDORS - AUTOMATIC STATUS
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
 FIRE, SPRINKLER LEAKAGE OR EXPLOSION
 AGGREGATE LIMITS OF INSURANCE AMENDMENT
 SUPPLEMENTARY PAYMENTS-HIGHER LIMITS
 REASONABLE FORCE EXPANSION-PROPERTY DAMAGE
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other

wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

- 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:
This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. An express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - 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 such inspections, adjustments, tests or servicing as the vendor 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 the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor 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 Sub-paragraphs d. or f.; or
 - 2) Such inspections, adjustments, tests or servicing as the vendor 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.
 3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Include Directors Or Trustees On Committees As Employees

SECTION V-DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

F. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8.,

is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

G. Newly Formed Or Acquired Organizations

SECTION II-WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

H. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV.2.-DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

I. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I-COVERAGE A, exclusion 2.g. is replaced by the following:

- g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 60 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that

would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

J. Fire, Sprinkler Leakage Or Explosion

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- 2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
- 3. Paragraph 4.b. of the Other Insurance is amended as follows:
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
- 4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

K. Aggregate Limits Of Insurance

The General Aggregate Limit under SECTION III-LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

L. Supplementary Payments-Higher Limits

Under SECTION I-SUPPLEMENTARY PAYMENTS-COVERAGES A AND B: Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

M. Reasonable Force Expansion-Property Damage

Exclusion 2.a. of Coverage A is replaced with the following:

- a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable

force to protect persons or property.

N. Personal and Advertising Injury Definition

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

CONDITIONS

A. The following is added to SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this Small Business General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a.** There shall be no duplication of the Limits of Insurance.
- b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Small Business General Liability Plus endorsement.

**B. SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:
LIBERALIZATION**

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 05/15/2020

Business Name: Big Cheeze

Address: 3637 E BRYN MAWR DR
TRLR 1
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 20-0178

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/14/2020

Effective Date: 05/15/2020

Expiration Date: 05/15/2021

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

Tim Clapp

05/14/2020

Inspector: Tim Clapp

Date

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 05/15/2020

Business Name: Big Cheeze 2

Address: 3637 E BRYN MAWR DR
TRLR 2
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 20-0179

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/14/2020

Effective Date: 05/15/2020

Expiration Date: 05/15/2020

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

Tim Clapp

05/14/2020

Inspector: Tim Clapp

Date





BIGCHEEZE.COM



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



BIG CHEEZE
THE BIG CHEEZE, LLC.
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2020

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

JUN 23 2020

Issued _____

By _____

A handwritten signature in black ink, appearing to read 'Thomas W. Shaffer', is written over a horizontal line.

PERMIT EXPIRES FEBRUARY 28, 2021

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-31**

**Mobile Vendor in Public Right of Way
The Big Cheeze LLC**

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

WHEREAS, Vendor has submitted all necessary documentation to the City; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on July 22, 2020, and ending on July 21, 2021.

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

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

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

RESOLUTION 2020-31

- 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 21st DAY OF JULY, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2020-31** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Cory Sampson
Certain Enterprises, Inc. dba
The Big Cheeze LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Resolution 2020-32 - Push Cart in Right of Way
Petitioner/Representative: Linda Lewis, Rasta Pops LLC
Staff Representative: Marnina Patrick
Meeting Date: July 21, 2020

Linda Lewis, owner of Rasta Pops LLC, has applied to renew Pushcart License to operate a food cart. 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 pre-packaged ice pops.

This application is for three (3) months; the license will expire on October 21, 2020.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



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

2. Applicant Information

Name:	Rasta Pops — Linda Lewis		
Title/Position:	Owner		
Date of Birth:	8/8/66		
Address:	812 S. Henderson St. Bloomington IN		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	lindalew@hotmail.com		
Phone Number:	812.219.6611	Mobile Phone:	Same

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

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

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

4. Company Information

Name of Employer:	Rasta Pops		
Address of Employer:	812 S. Henderson St.		
City, State, Zip:	Bloomington IN 47401		
Employment Start Date:	2015	End Date (If known):	
Phone Number:	812.219.6611		
Website / Email:	rastapops. com 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
Linda Lewis Iuri Santos	812 S. Henderson Bloomington IN 47401

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

Date of incorporation or organization:	June 3, 2014
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	Varied
Place or places where you will conduct business (If private property, attach written permission from property owner):	Indicate in pushcart ordinance Bloomington area, Food truck Friday etc
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 NA
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(If Yes) Provide details	6th year w/ Bloomington

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 <u>47-1034206</u>
<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) <u>NA</u>
<input checked="" 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: <u>6/29/2020</u>	Received By: <u>Marnina Patrick</u>	Date Approved: <u>July 2, 2020</u>	Approved By: <u>Larry Allen</u>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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 Shine Insurance Agency 205 N. College Ave. Suite 208 Bloomington IN 47404		CONTACT NAME: Talia Chakraborty PHONE (A/C, No, Ext): 8126798779 FAX (A/C, No): E-MAIL ADDRESS: talia@shineinsurance.com																						
INSURED Rasta Pops, LLC 812 S Henderson St Bloomington IN 47401-4841		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>WEST BEND MUT INS CO</td> <td>15350</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	WEST BEND MUT INS CO	15350	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																								
INSURER E :																								
INSURER F :																								

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

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

INSR LTR	TYPE OF INSURANCE	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2113245	01/06/2020	01/06/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington 401 N Morton St Bloomington IN 47404	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 Talia Chakraborty
--	--

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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.

Linda Lewis (Rasda Pops)
Name, Printed


Signature

6/25/2020
Date Release Signed

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/11/2020 03:28 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 2014060400064
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME RASTA POPS LLC
ENTITY CREATION DATE 06/03/2014
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 812 S. Henderson Street, Bloomington, IN, 47401, USA

YEARS FILED

YEARS 2020/2021

EFFECTIVE DATE

EFFECTIVE DATE 06/11/2020
EFFECTIVE TIME 3:28 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME LINDA LEWIS
ADDRESS 812 S. HENDERSON, BLOOMINGTON, IN, 47401, USA

PRINCIPAL(S)

TITLE Owner
NAME Linda L. Lewis
ADDRESS 812 S Henderson, Bloomington, IN, 47401, USA

TITLE Owner
NAME Iuri Hart Santos
ADDRESS 812 S. Henderson, Bloomington, IN, 47401, USA

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/11/2020 03:28 PM

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **June 11, 2020**.

SIGNATURE

Linda Lewis

TITLE

Member

Business ID : 2014060400064

Filing No. : 8626259

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

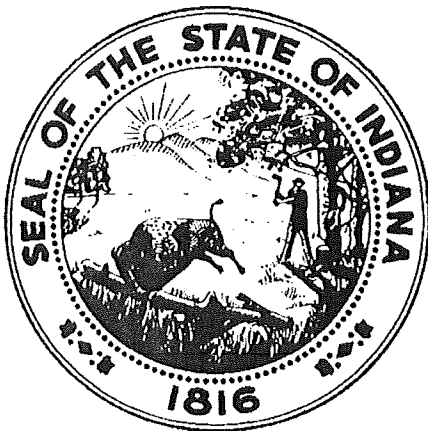
of

RASTA POPS LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 03, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 04, 2014



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
6/4/2014 8:41 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

RASTA POPS LLC

112 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

LINDA LEWIS

112 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 6/3/2014

Electronic Signature: LINDA LEWIS



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

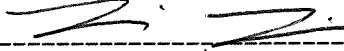
€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- 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: Linda Lewis (Rasta Pops)

Signature: 

Date: 6/25/2020



**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

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.

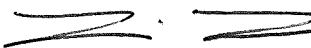
The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- o It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Linda Lewis (Rasta Pops)

Signature: 

Date: 6/25/2020



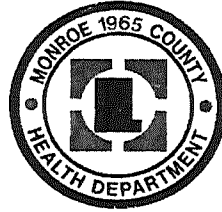
RASTA POPS
BRAZILIAN FUSION ICE POPS

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



RASTA POPS (PUSH CART)

LINDA LEWIS

2361 RAPPEL AVENUE - ONE WORLD

BLOOMINGTON, IN 47404

2020

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

Issued JUN 22 2020

By *Thomas W. Shafer*

PERMIT EXPIRES FEBRUARY 28, 2021

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-32**

**Pushcart in Public Right of Way
Rasta Pops LLC**

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, Rasta Pops LLC (“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 will not produce any type of spark, flame, or fire; therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire 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 for three months until October 21, 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

RESOLUTION 2020-32

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 21st DAY OF JULY, 2020

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2020-32 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Linda Lewis, Owner
Rasta Pops LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2020-35

Petitioner/Representative: Gary A. Tarter of Limestone BBQ, LLC

Staff Representative: Marnina Patrick

Meeting Date: July 21, 2020

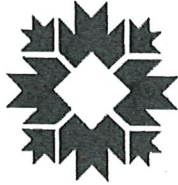
Gary A. Tarter, owner Limestone BBQ, LLC, has applied to renew his Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development 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 barbecue.

This application is for one year beginning the date vendor was approved to operate on private property.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	John Smith		
Title/Position:	Co. owner		
Date of Birth:	3/20/1970		
Address:	1910 Schacht Rd		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	godderdfly@gmail.com		
Phone Number:	812.322.1601	Mobile Phone:	same

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	Limestone BBQ LLC				
Address of Employer:	1910 Schacht Rd				
City, State, Zip:	Bloomington IN 47401				
Employment Start Date:	06/06/16	06/16/16	End Date (If known):	-	
Phone Number:	812-322-1601				
Website / Email:	godhardst@gmail.com		Limestonebbq.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
John Smith	1910 E Schacht Rd Bloomington IN 47401
Gary Tarter	5105 S Hoff Lane Bloomington IN 47403

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

Date of incorporation or organization:	06/16/2016
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:		Varies	
Place or places where you will conduct business (If private property, attach written permission from property owner):		Food Truck Friday locations - Sewster yard park	
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 ^{yet} not provided by chocolate moose	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details			

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



<input checked="" type="checkbox"/>	A copy of the 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: 6/29/2020	Received By: Marnina Patrick	Date Approved: July 2, 2020	Approved By: Larry Allen
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cc marnina.patrick@bloomington.in.gov

INDIANA
OPERATOR LICENSE






4d DLN 8907-01-8158
 4a Iss 03/23/2019 4b Exp 03/20/2025 DONOR ♥
 1 SMITH
 2 JOHN LELAND
 8 1910 E SCHACHTER
 BLOOMINGTON, IN 47403
 9 Class M
 9a End NONE
 12 Res B
 3 DOB 03/20/1970
 5 DD 03231931300007
 16 Hgt 5-07
 17 Wgt 180 lb
 18 Eyes BLU
 19 Hair BRN

John Smith


0370194747219028

Rev. Date 09/21/2009

03/20/1970

ENDORSEMENTS: NONE
 RESTRICTIONS: B-Corrective Lenses





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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 11	ISSUE DATE 10/02/19	PUR DATE 02/09/18	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE TK828NKV	PL TP GT	WEIGHT 11	PR YR 18	LS N	TYPE TK	PRIOR YR PL TK828NKV
EXPIRATION DATE 10/21/20		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 08	MAKE FOR	MODEL F26	VEHICLE IDENTIFICATION NUMBER 1FTSW21RX8EA25129		TYPE TK	COLOR GRN/		
CURRENT YEAR TAX	EXTAX 30.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 30.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 46.35	ADMIN FEE 0.00	TOTAL 100.35				
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



IIINT

Legal Address
1910 E SCHACHT RD
BLOOMINGTON, IN 47401-8895



CHRISTINA C SMITH
1910 E SCHACHT RD
BLOOMINGTON, IN 47401-8895



821 1/1



BATCH# 7062359 SEQUENCE# 821 1/1

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



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 4	AGE 1	ISSUE DATE 02/06/20	PUR DATE 10/03/16	COUNTY 53 - MONROE	TP R	PL YR 20	PLATE TR716ZPV	PL TP GP	WEIGHT 12	PR YR 19	LS N	TYPE TR	PRIOR YR PL TR716ZPV
EXPIRATION DATE 02/28/21		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 17	MAKE SDG	MODEL 8.5	VEHICLE IDENTIFICATION NUMBER 4S9ES1EH6HW364622		TYPE TR	COLOR MAR/		
CURRENT YEAR TAX	EXTAX 27.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 27.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 72.00	ADMIN FEE 0.00	TOTAL 139.00				
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
GENERAL TRAILER NEW FORMAT 12,000



MA

Legal Address
3150 S HOFF LN
BLOOMINGTON, IN 47403-9234



LIMESTONE BBQ LLC
3150 S HOFF LN
BLOOMINGTON, IN 47403-9234

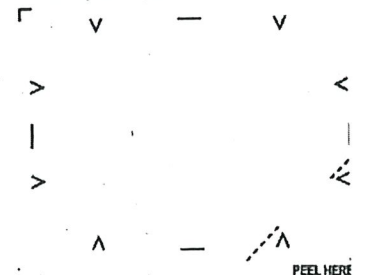


2277 2/2

BATCH# 9766836 SEQUENCE# 2277 2/2

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



MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Abrams Auto Repair LLC
 INSPECTOR'S NAME Zach Abrams INSPECTOR'S PHONE # (812) 334-1049
 DATE OF INSPECTION 4-17-2020
 TAXICAB COMPANY Limestone BBQ
 VEHICLE YEAR 2017 MAKE SDG Food Trailer MODEL 30' BBQ Trailer
 VIN 4S9ESLEH6HW364622

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

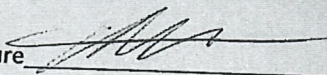
**Attach this completed Inspection Sheet with your permit or renewal application
 and remit to:**
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

MOBILE VENDOR INSPECTION CHECK SHEET

INSPECTION Abram's Auto Repair LLC

PHONE # 812-334-1044

Additional Comments by Inspector:

Inspector Signature 

Date: 4-17-2020

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

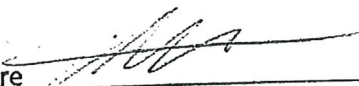
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Alcorn's Auto Repair LLC
 INSPECTOR'S NAME Zach Alcorn INSPECTOR'S PHONE # 812-334-1049
 DATE OF INSPECTION 4-17-2020
 TAXICAB COMPANY Limestone BBQ
 VEHICLE YEAR 08 MAKE Ford MODEL F-250
 VIN 1FTSW21RX8EA25129

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

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

Lined area for notes or observations.

Inspector Signature 

Date: 4-17-2020

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

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		CONTACT	
Shine Insurance Agency 103 N. College Ave. Suite A Bloomington		NAME: McKenzie Goodrich PHONE (A/C, No, Ext): (812) 679-8779	
		FAX (A/C, No):	
		E-MAIL ADDRESS: mckenzie@shineinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
IN 47404		INSURER A: West Bend Insurance Co.,	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y		A216083	1/29/20	1/29/21	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" 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	
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO						BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB	OCUR	CLAIMS-MADE					

	DED	RETENTION \$								AGGREGATE	\$
											\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N							PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A							E.L. EACH ACCIDENT \$	
										E.L. DISEASE - EA EMPLOYEE \$	
										E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											

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

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

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

John Smith
Name, Printed

John Smith
Signature

6/10/2020
Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1900155869159

LIMESTONE BBQ LLC
1910 E SCHACHT RD
BLOOMINGTON, IN 47401-8895

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

000171



LIMESTONE BBQ LLC
1910 E SCHACHT RD
BLOOMINGTON, IN 47401-8895

TID: 0159863970

LOC: 001

FID: 81-3373820/0


ISSUED: 04/01/2019

EXPIRES: 03/31/2021

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

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

Date of this notice: 07-27-2016

Employer Identification Number:
81-3373820

Form: SS-4

Number of this notice: CP 575 B

LIMESTONE BBQ LLC
JOHN L. SMITH MBR
1910 E SCHACHT RD
BLOOMINGTON, IN 47401

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

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

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: John Smith / Limestone BBQ

Signature: John Smith

Date: 6/10/2020

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: John Smith / Limeshne BBQ

Signature: 

Date: 6/10/2020

KITCHEN SUPPRESSION SYSTEM INSPECTION REPORT

Service Date: 05/06/2020

Type of Service: Semi-Annual

Inspection performed by

Company: B-Tech Fire & Security

Address: 900 W Allen St

Address:

City/State/Zip: Bloomington, IN 47403

Inspector: Justin Burnette

Phone: (812) 332-1995

Fax: (812) 822-3620

Building Information

Building: Limestone BBQ

Address: 1910 E Schacht Rd

Address:

City/State/Zip: Bloomington, IN 47401

Contact: John Smith

Title: Owner

Phone: 812-322-1601

Fax:

System Information

Type of System: Kitchen

Manufacturer: Pyro-Chem

Model No:

Serial No:

UL300 Approved: Yes No

Fuel Shutoff: Gas

If Other Shutoff (describe):

Fuel Shutoff Size:

Cooking Appliances *In order left to right, top to bottom*

Deep-fat Fryer

Griddle

Agent Cylinders/Cartridges

Location:

Master Cylinder Size:

Slave Cylinder Size:

Do the cylinder pressure gauge(s) show the correct range?

Cylinder pressure (psi):

Are cylinders securely mounted and free of signs of external corrosion and/or

Is the cartridge free of visible signs of damage and corrosion, and been replaced within the manufacturer's recommended interval?

Last Hydro Test: 05/06/2016

Last Recharge:

Regulator Hydro Test: 05/06/2016

Yes No N/A

Yes No N/A

Yes No N/A

Fusible Links

165°F:

280°F:

360°F:

450°F:

500°F: 2

Other:

Visual Inspection

- Does the overall physical appearance look satisfactory? Yes No N/A
 - Are nozzles properly positioned and aligned? Yes No N/A
 - Are nozzles clear of obstructions and grease build-up? Yes No N/A
 - Were the nozzle caps and/or seals in place? Yes No N/A
 - Are piping and nozzles properly connected, securely braced, and free from damage? Yes No N/A
 - Is there a fan warning sign on hood? Yes No N/A
 - Does it appear that the duct and plenum are properly covered? Yes No N/A
 - Is system clear of obstructions or interference that could impact effectiveness of supp. system? Yes No N/A
 - Is the hood and duct free of visible penetrations? Yes No N/A
 - Is the appropriate class fire extinguisher properly installed and serviced? Yes No N/A
- Grease Accumulation: Hood & Duct Low Filters Low Appliances Low

System Test

- Did the system operate properly from activation of terminal (last) link? Yes No N/A
- Did the system operate properly from activation of a manual pull station? Yes No N/A
- Did all fuel shutdown? Yes No N/A
- Is the manual reset for electric gas valves operational? Yes No N/A
- Did all electrical power to appliances, outlets under the hood area shut down? Yes No N/A
- Did the lights under the hood shut off? Yes No N/A
- Did the make-up air shut down? Yes No N/A
- Did the alarm system activate when the system tripped? Yes No N/A
- Were all fusible links changed? Yes No N/A

Inspection Review

- Were all system components cleaned, restored, reset, reinstalled, or relit, as appropriate? Yes No N/A
- Is a properly completed inspection tag attached to the system? Yes No N/A


Repairs *Any repairs made to system*

Deficiencies *Reasons your system is non-operational or partially operational*

Recommendations *To improve your system, the following are recommended*

Notes/Comments

The above system was tested and inspected in accordance with procedures of the presently adopted editions of NFPA 17, 17A, 96 and the manufacturer's instructions. The system was operated according to these procedures with results indicated above. The service technician certifies that the system was personally inspected and found conditions to be as indicated on this report.



Technician

05/06/2020

Date



Customer or Authorized Rep

5/6/2020

Date

DATE (MM/DD/YYYY)



ACORD®

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



LIMESTONE BBQ
GARY TARTER
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2020

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

Issued JUN 23 2020

By *Thomas W. Shapiro*

PERMIT EXPIRES FEBRUARY 28, 2021

This License Is Not Transferable to Any Other Individual or Location



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

GARY A TARTER

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER

UNDER THE

CONFERENCE FOR FOOD PROTECTION STANDARDS

PRESIDENT:

LAWRENCE J. LYNCH, CAE



#0656

7690 Universal Blvd., Suite 550, Orlando, FL 32819
(800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

ISSUE DATE: MAY 5, 2016
EXPIRATION DATE: MAY 5, 2021
CERTIFICATE No: 21226500

TEST FORM: EXE52

This certificate is not valid for more than five years from date of issue.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-35**

**Mobile Vendor in Public Right of Way
Limestone BBQ, LLC**

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, Limestone BBQ, 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 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, Vendor has submitted all necessary documentation to the City; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on July 22, 2020, and ending on July 21, 2021.

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.

RESOLUTION 2020-35

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

ADOPTED THIS _____ DAY OF JULY, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2020-35 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Gary A. Tarter, Owner
Limestone BBQ, LLC

Date: _____



Board of Public Works Staff Report

Project/Event: 2020 Morton Street Garage Hoistway Cleaning
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 07.21.2020

Report:

KONE recently reported that the elevator hoistway in the Morton Street Garage is in need of cleaning. This is for cleaning of all interior cabling, lubrication of all interior parts, and elevator pit.

Total cost of contract = \$1,560.00

Line Item: 452.26.26000.53650

Recommend **Approval** **Denial by:** Ryan Daily



KONE



KONE Care[™]

ENSURING OPTIMAL PERFORMANCE FOR THE LIFE OF YOUR BUILDING

06/11/2020

CITY OF BLOOMINGTON
401 N MORTON ST STE 120
BLOOMINGTON, Indiana 47404

Attn: Jess Goodman

Re: MORTON STREET PARKING GARAGE - Cleandown

Dear: Jess Goodman

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency

Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at +3172813753.

Sincerely,

Nate Neal
Sales Consultant
KONE Inc.

06/11/2020

CITY OF BLOOMINGTON
 401 N MORTON ST STE 120
 BLOOMINGTON, Indiana 47404

ATTN: Jess Goodman

KONE Inc.

5201 Park Emerson Dr. Ste O
 Indianapolis, IN 46203
 Tel: +3172813753
 Fax: +13177880064
www.kone.us
 nate.neal@kone.com

Re: MORTON STREET PARKING GARAGE - Cleandown

Equip	Inventory Number	Address
44130186	PASSENGER #110144	401 NORTH MORTON STREET 47404 BLOOMINGTON

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

Description

Perform elevator shaft clean down. Minor door parts and adjustment Included.

Code | Safety | Performance & Reliability



Elevator Hoistway Cleandown



Benefits:

- Reduces service interruptions – Removal of dirt and debris from components in the hoistway will help to prevent service interruptions, increasing availability
- Reduces operating expenses for costly repairs not covered under your maintenance agreement
- Increases safety – reduces the likelihood of a fire occurring due to buildup of combustible material in the hoistway, which reduces your claims risk

Normal elevator operation creates air drafts in the hoistway which pull dirt into the hoistway from the elevator lobby, settling in and on the equipment. Without the occasional cleandown, the accumulation of dirt and debris could cause problems, including shutdowns or fire, to occur in the future and may result in costly repairs.



Price

Our total price to perform the above-mentioned work amounts to: \$1,560.00, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is _____ Respectfully submitted by,
hereby signed and accepted on behalf of CITY OF KONE Inc.
BLOOMINGTON

(Purchaser Signature)

Nate Neal, Sales Consultant

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this proposal, based upon the transfer, use, ownership or possession of the equipment involved in the work provided herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this proposal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorneys' fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, Acts of God, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, liquidated or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards in effect at the time of execution of this proposal, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this proposal shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this proposal.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this proposal shall constitute the contract for the material and work specified in this proposal. Any changes to this proposal must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
KONE**

This Agreement, entered into on this _____ 21st day of July, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and KONE (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Perform elevator shaft clean down. Minor door parts and adjustment included. These services will be performed at the Morton Street Garage (“Services”) for a set price of One Thousand Five Hundred Sixty Dollars (\$1,560), Monday-Friday 8:00 am - 4:30 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at KONE’s overtime rate. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before August 31st, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Five Hundred Sixty Dollars (\$1,560). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its

employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: KONE, 5201 Park Emerson Dr. Suite O, Indianapolis, IN 46203

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

KONE

Philippa M. Guthrie, Corporation Counsel

Nate Neal

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

KONE

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/17/2020	Payroll				447,406.53
					<u>447,406.53</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 \$ 447,406.53

Dated this 21st day of July year of 2020.

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: FY 2021-2022 Unified Planning Work Program (UPWP) Services Agreement

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Pat Martin, Senior Transportation Planner

Date: July 21, 2020

Report and Summary: This is an Agreement by the City of Bloomington (“City”) with the Bloomington/Monroe County Metropolitan Planning Organization (“BMCMPPO”) to perform activities that are eligible for federal-aid reimbursement through the approved *FY 2021–2022 Unified Planning Work Program (UPWP)*. The Agreement and Exhibits detail the eligible activities the City of Bloomington shall request at an 80.0% reimbursement rate through the BMCMPPO. The two-year contract covers a total of \$22,000.00, of which a maximum of \$17,600.00 the BMCMPPO shall reimburse the City. Reimbursed funds will be paid back into the City’s general fund upon subsequent quarterly billings administered by BMCMPPO staff through the Indiana Department of Transportation. The contracted activities conducted by the City are custom and standard practices by the City that also provide a benefit to the BMCMPPO.

Recommendation and Supporting Justification: Staff requests approval of this Agreement.

Recommend **Approval** **Denial** by Pat Martin

**AGREEMENT FOR SERVICES BETWEEN
THE BLOOMINGTON/MONROE COUNTY METROPOLITAN PLANNING
ORGANIZATION
AND THE CITY OF BLOOMINGTON**

WHEREAS, on March 4, 1982, the City of Bloomington Plan Commission was designated by the Governor of Indiana to serve as the Metropolitan Planning Organization (“MPO”) for the Bloomington/Monroe County metropolitan area; and,

WHEREAS, the objective of the MPO is to encourage and promote the development of transportation systems, embrace multiple modes of transportation, and to minimize transportation-related fuel consumption and air pollution; and,

WHEREAS, in order for the MPO to fulfill its obligations it must acquire certain services from the political subdivisions which are located within the MPO area which will act as consultants to the MPO; and,

WHEREAS, one of those political subdivisions is the City of Bloomington (“Consultant”), and in particular the Department of Public Works, which is capable and willing to provide said services to the MPO;

NOW, THEREFORE, the MPO and the Consultant agree as follows:

Section 1: Term. This Agreement shall be effective for the Fiscal Years 2021 through 2022 (July 1, 2020 through June 30, 2022), and shall expire on June 30, 2022.

Section 2: Scope of Services. The services to be provided by the Consultant are enumerated in *Exhibit A, Scope of Services*, attached hereto and incorporated herein by reference as though fully set forth. The Consultant shall diligently pursue its work under this Agreement and shall complete the services as described in *Exhibit A* in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the MPO as may be requested and desirable, including primary coordination with the Senior Transportation Planner of the MPO.

Section 3: Payment. The MPO shall reimburse Consultant a fee based on the payment schedule set forth in *Exhibit B, Schedule of Compensation*. *Exhibit B* is attached hereto and incorporated herein by reference as though fully set forth. The amounts to be reimbursed to Consultant are listed in the column identified as “MPO Funding” which represent 80.0% of the total cost. Additional services not set forth in *Exhibit A*, changes in work, or incurred expenses in excess of the rates set forth in *Exhibit B* must be

authorized in writing by the MPO prior to such work being performed, or expenses incurred. The MPO shall not make payment for any unauthorized work or expenses.

Section 4. Termination. The MPO reserves the right to terminate its obligations under this Agreement without notice or liability to Consultant at its sole discretion upon thirty (30) days written notice to Consultant.

Section 5. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Section 6. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 7. Severability. Should any part of the Agreement be found in Violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

Bloomington-Monroe County
Metropolitan Planning Organization

City of Bloomington, Indiana,
Public Works Department

By:

By:

Patrick Martin
Senior Transportation Planner, BMCMPPO

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

John Hamilton, Mayor
City of Bloomington, Indiana

Exhibit A
Scope of Services

City of Bloomington
FY 2021 and 2022 UPWP Contract Service Agreement Scope of Work

- (A) Infrastructure Management Systems**
- (1) UPWP Element 304 – Infrastructure Management Systems
 - (2) Project Cost: **\$22,000**
 - (3) MPO Reimbursement: **\$17,600**
 - (4) **Description:** City of Bloomington staff to conduct regular infrastructure inventory data collection on infrastructure components such as pavement, signs, and street markings, and manage it using an appropriate software package. This methodology allows the respective jurisdiction to develop long term management plans for their infrastructure assets. These asset management systems will undergo continuous updating to ensure maintenance of data, quality and conditions.
 - (5) **Deliverables:**
 - (a) Provide quarterly status reports on infrastructure inventory data collection.
 - (b) Annual update to the Five-Year Pavement Management Plan

Exhibit B
Schedule of Compensation

City of Bloomington
FY 2021 and 2022 UPWP Schedule of MPO Funding Reimbursements

City of Bloomington FY 2019				
Element	Project	MPO Funding	Local Match	Total Cost
304	Infrastructure Management Systems	\$8,800	\$2,200	\$11,000
Total		\$8,800	\$2,200	\$11,000

City of Bloomington FY 2020				
Element	Project	MPO Funding	Local Match	Total Cost
304	Infrastructure Management Systems	\$8,800	\$2,200	\$11,000
Total		\$8,800	\$2,200	\$11,000



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment for bike racks, and a bench at 304 W Kirkwood Ave.

Staff Representative: Sara Gomez

Petitioner/Representative: Mat Orrego (owner)/ Bryan White (Owner Representative)

Date: July 21, 2020

Report: The Foundry is a recently completed multi-family development at 304 West Kirkwood Avenue. The owner, Mat Orrego, is requesting approval for encroachments placed in the right of way as part of this project. The bike rack and bench encroachment would normally be approved at the staff level. However, due to changes in the agreement and previous approval by the Board staff is bringing it again for Board review. The original encroachment agreement was approved by the Board on September 4, 2018. The previously approved agreement described 5 planters which will not be installed. It also described 5 bike racks and there are only 3 bike racks installed.

The updated request for encroachment includes 1 five foot long bench and 3 U-style bike racks. These items have been installed in the tree plot between the sidewalk and Kirkwood Ave near the southeast corner of the intersection of Kirkwood Ave and Morton Street.

Recommendation: Planning staff has approved the change in the number of bike racks located in the right of way. Staff recommends approval of the updated encroachment agreement.

Recommend Approval Denial by Sara Gomez

THE FOUNDRY 304

July 10, 2020

Board of Public Works
401 N Morton St.
Bloomington, IN 47403

RE: Encroachment Items
304 W Kirkwood Ave
Bloomington, IN 47404

Board Members,

Below is a description of the items of encroachment that have been indicated on the attached site plan and building elevation as being located in the public right of way.

Bike Racks and Bench

The development has (3) ground mounted bicycle "U" racks and (1) park bench located between the public sidewalk and Kirkwood Avenue. The bike racks and park bench are surface mount "U" shape and can be removed if needed in the future.

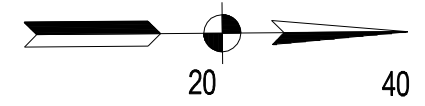
Attached please find a partial site plan illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,



J. Matias Orrego
Member of The Foundry at 304 LLC

PUBLIC ALLEY



SCALE: 1"=20'

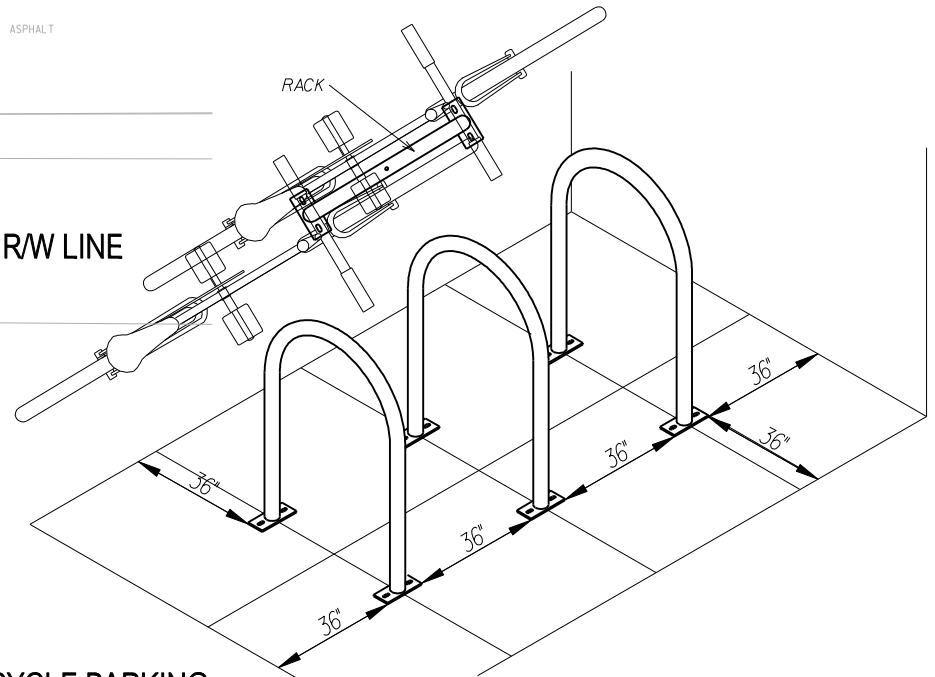
5TH STREET

R/W LINE

BICYCLE PARKING

BENCH

B-LINE TRAIL



1. RACK SHALL BE A 35" x 24" HOOP RACK AS MANUFACTURED BY DERO BIKE RACK CO. 1-888-337-6729. WWW.DERO.COM

2. MATERIAL SHALL BE 1.5" (1.90" OD) SCHEDULE 40 UNCOATED STEEL PIPE.

3. FINISH SHALL BE GREEN (RAL6016) POWDER COATED.

4. INSTALLATION METHOD SHALL BE SURFACE MOUNTED.

5. MIN. CLEARANCE REQ'D. BETWEEN ADJACENT RACKS AND ANY OBSTRUCTION IS 36".

CLASS II BIKE RACK DETAIL

**THE FOUNDRY AT 304
304 W. KIRKWOOD AVENUE
R/W ENCROACHMENT FOR
BICYCLE PARKING**

SMITH BREHOB & ASSOCIATES, INC.



453 S. CLARIZZ BOULEVARD
BLOOMINGTON, INDIANA, 47401
TELEPHONE: (812) 336-6536
WWW.SMITHBREHOB.COM

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-34**

Encroachment with Bike Racks and Bench

WHEREAS, THE FOUNDRY AT 304 LLC, FOUNDRY WPR ORREGO LLC, & FOUNDRY WPR ELMORE LLC (hereinafter “Owners”) own the real property at 304 W. Kirkwood Avenue, which real estate is more particularly described in deeds recorded as Instrument Nos. 2016000559, 2018002642, 2018002641 and 2019008964 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the building on the Real Estate is constructed; and

WHEREAS, Owners installed the following encroachments over and upon the public right of way adjacent to their business: three (3) bike racks placed twenty-four inches (24”) apart, and one (1) five foot (5’) long bench. The bike racks and bench were placed to the west of the property as shown in Exhibit A, (“Encroachment”) attached hereto and incorporated herein; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the proposed structures do not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owners or their successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owners agree to maintain the described encroachments and to keep them in a safe and good condition.
2. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.
3. This Resolution is not intended to relieve Owners of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
4. Owners agree that the only encroachments that may be installed in the right of way are described herein. In the event Owners wish to install any

additional encroachment(s), Owners must first obtain additional approval from the Board of Public Works.

5. The terms of this Resolution shall be in effect upon execution of this document by Owners and acknowledgment by Owners that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
6. Owners understand and agree that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owners, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owners shall not be compensated for any expense which they may incur.
7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owners shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owners sell the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on their successors and assigns. However, if Owners' successors and assigns wish to change any of the encroachment(s) in any way, Owners' successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, Owners, for themselves, their officers, directors, agents, employees, members, successors and assigns, do hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agree to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property,

including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owners expressly acknowledge that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owners; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owners and their successors and assigns. THE FOUNDRY AT 304 LLC, FOUNDRY WPR ORREGO LLC, & FOUNDRY WPR ELMORE LLC, expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
12. Matias Orrego, as Director of THE FOUNDRY AT 304 LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2020-34 this _____ day of _____, 2020.

Kyla Cox Deckard Beth H. Hollingsworth Dana Palazzo

EXECUTED AND DELIVERED in my presence:

Witness' Signature Witness' Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

My Commission Expires: _____

Resident of _____ County

Commission #: _____

Notary Public Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by the Board of Public Works in the foregoing subscribing witness' presence.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

My Commission Expires: _____

Resident of _____ County

Commission #: _____

Notary Public Signature

Printed Name

IN WITNESS WHEREOF, The Foundry at 304 LLC has executed this Resolution 2020-34 this _____ day of _____, 2020.

Matias Orrego , Director

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matias Orrego, Director of The Foundry at 304 LLC, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed on behalf of The Foundry at 304 LLC.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission #: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by The Foundry at 304 LLC in the foregoing subscribing witness' presence.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

My Commission Expires: _____

Resident of _____ County

Commission #: _____

Notary Public Signature

Printed Name

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

This instrument was prepared by Jacquelyn Moore, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

Project/Event: Request from Weddle Brothers for Temporary Road Closure of E 11th St between Forrest and Fee Lane

Staff Representative: Sara Gomez

Petitioner/Representative: Weddle Brothers/Jim McElroy

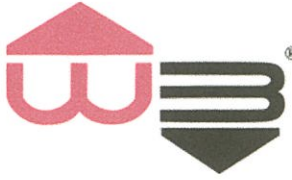
Date: July 21st, 2020

Report: Weddle Brothers is requesting a temporary road closure of E 11th St between Forrest Ave and Fee Lane as part of the IU Parking Garage/Office Building project. This request is to accommodate steam line and storm sewer installation across 11th St. The traffic control would be in place from July 22nd 2020 through August 4th 2020.

Weddle Brothers has supplied maintenance of traffic plans for all work. Public notice to adjacent property owners was handled through IU Capital Planning and facilities since it is all IU property.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Weddle Brothers for the temporary road closure of E 11th St.

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



WEDDLE BROS. BUILDING GROUP, LLC

A Weddle Bros. Construction Company

100% Employee Owned

Friday, July 10, 2020

Via Electronic Delivery

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

RE: 11th Street Road Closure Between Forest Ave, and Walnut Grove

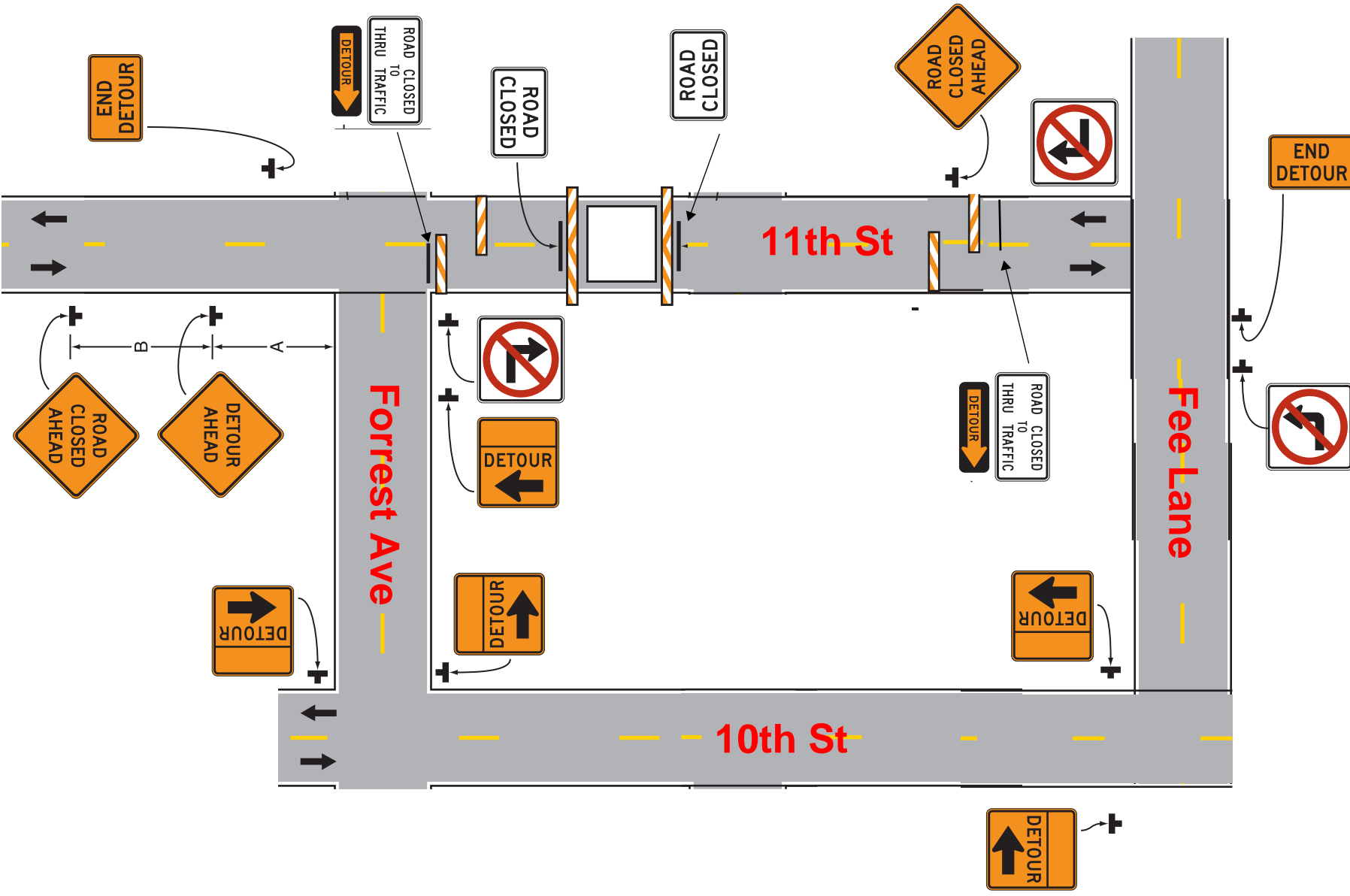
Dear Board Members,

In association with the 11th Street Parking Garage/Office Building Project at I.U. (IU#20165057) Weddle Bros. Building Group must install both a steam line and a storm sewer line across 11th Street between Forest Ave, and Walnut Grove. Weddle Bros. Build Group is respectfully requesting a temporary road closure of 11th Street between Forest Ave., and Walnut Grove in accordance with the attached Management of Traffic Plan. Weddle Bros. Building Group is requesting this closure from July 22, 2020 through August 4, 2020.

Weddle Bros. Building Group will coordinate this closure with I.U. Capital Planning and Facilities. Therefore, Weddle Bros. Building Group respectfully requests that the Board of Public Works approves the 11th Street closure referenced above from July 22, 2020 through August 4, 2020.

Sincerely,
Weddle Bros. Building Group, LLC

Michael A. Hemmerling, LEED® AP BD+C
Vice President





City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: 1026 E. 11th Street N. Forrest Ave. N. Walnut Grove
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: : Work on Sidewalk/Multiuse Path/Trail : Work in Street
: Loading and Unloading : Utility Work : Special Event : Work on Private Property
: Other: _____

Date(s) of Closure: From July 22, 2020 To August 4, 2020
> 2 weeks? : Yes : No
Start Time: 6:30 a.m./p.m.
End Time: 5:00 a.m./p.m.
Overnight Closure Required: : Yes : No

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 permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Weddle Bros. Building Group
Contact Person (Printed Name): Jim McElroy
Contact Email: Jmcelroy@weddlebros.com Contact Phone No.: (812) 325-0141
Signature: [Signature] Date: 10 Jul 2020

For Administration Use Only

Approved By: _____ : BPW : City Engineer : Director Date: _____

Staff Representative: [Signature] Phone#: 812-349-3576 Date: 7-15-2020



Board of Public Works Staff Report

Project/Event: Request for Acceptance of Public Improvements Associated with Summit Ridge

Staff Representative: Sara Gomez

Petitioner/Representative: Kenny Blackwell

Date: 7/21/2020

Report: Kenny Blackwell has requested to have public improvements associated with Summit Ridge accepted by the City. The public improvements are sidewalks, curbs, street trees, street name/stop signs, and curb ramps located along the six streets being accepted into City inventory. Those six streets are:

W. Countryside Ln 40' wide ROW and 0.13 miles in length,
W Eventide Dr 45' wide ROW and 0.072 miles in length,
S Addisyn Ln 40' wide ROW and 0.15 miles in length,
W Sunstone Dr 60' wide ROW and 0.16 miles in length,
S Flat Rock Rd 47' wide ROW and 0.087 miles in length,
S Delila Star Dr 50' wide ROW and 0.13 miles in length

The alleyways behind units 84-73 and 98-107 are privately owned and maintained by the Summit Ridge HOA. The "alley" behind units 40-59 is a utility, drainage and ingress/egress easement, not public right of way. And not maintained by the City.

Typically staff submits the Plat(s) associated with the project being accepted. There were 10 phases/plats for Summit Ridge. In place of all ten plats staff included a site plan of the entire project which shows the widths and lengths of the ROW and streets. Also included is a list of the Phase numbers, Recorded Document numbers for the plats and the unit numbers associated with each plat and phase.

Acceptance of these public improvements will initiate the following city services performed by Public Works: sign maintenance; sanitation services; and street maintenance (plowing, salting and paving the streets).

Street Tree maintenance will be Parks and Recreation, with 142 new street trees. City of Bloomington Utilities has inspected the infrastructure they will maintain, and planning staff has no outstanding items for the developer to address.

Kenny Blackwell has supplied a \$15,000.00 escrow account in lieu of a maintenance bond for the public improvements that extends until 2022. This was approved by the Board at the 7/7/2020 meeting.

Recommendation and Supporting Justification: Planning and Transportation staff have inspected the public improvements and recommend acceptance.

Recommend **Approval** **Denial** by

Sara Gomez

ESCROW AGREEMENT
Summit Ridge Maintenance Period

THIS ESCROW AGREEMENT is made and entered into this 7th day of July, 2020, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Blackwell Contractors Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Contractor has completed a development commonly referred to as "Summit Ridge," a map of which is attached hereto and incorporated as part of this Agreement as Exhibit B; and

WHEREAS, during calendar years 2019 and 2020 the Contractor installed seventy-six (76) street trees and thirteen (13) curb ramps ("Public Improvements") in the public right of way at Summit Ridge; and

WHEREAS, the Owner requires the Contractor to provide financial assurance that the Public Improvements have been properly installed for a period of two years; and

WHEREAS, the Contractor desires to provide said financial assurance in the form of funds deposited in an escrow account with the Escrow Agent;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Within seven (7) calendar days of the full execution of this Agreement, Contractor shall deposit into an escrow account funds totaling fifteen thousand dollars (\$15,000) ("Escrow Funds"). The Escrow Funds shall be placed in an escrow account maintained by the Escrow Agent, and said escrow account shall remain active for a period of two (2) years or until all Escrow Funds have been released as described in this Agreement, whichever comes first. If Escrow Funds remain in the escrow account at the expiration of two (2) years, the Escrow Agent shall release the Escrow Funds to the Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Escrow Funds promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Escrow Funds or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket

expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any

liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the Escrow Funds, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in

the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 120
Bloomington IN 47404
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser

If to Contractor:

Name: Blackwell Homes
Address: P.O. Box 3400
City/State: Bloomington, IN 47402
Attn: Kenneth Blackwell

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: *Kyla Cox Deckard*
Kyla Cox Deckard, President

CONTRACTOR:

By: *Kent E. Beault*

Printed Name: Kenneth E. Blackwell

Title: President

Tax I.D. No.: 27-4536559

ESCROW AGENT:

First Financial Bank

By: *Amy Kaiser*
DocuSigned by: C34F92C3970148B...

Printed Name: Amy Kaiser

Title: VP, Treasury Management Officer

AUTHORIZATION TO RELEASE ESCROW FUNDS
_____ (Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Amy Kaiser

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Escrow Funds: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

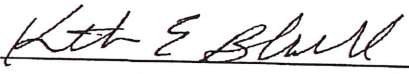
Reviewed and Approved By:



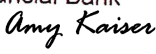
Adam Wason, Director
Public Works Department

Dated: 07.07.2020

Contractor

By: 
Printed Name: Kenneth E. Blackwell
Title: President

Escrow Agent
First Financial Bank

By: 

C34F92C3970148B...
Amy Kaiser, VP, Treasury Management Officer
Printed Name and Title



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): Summit Ridge

Public Improvement Project Description: Streets, right-of-ways, sidewalks, street trees, access ramps

Developer: Sherwood Hills South Inc.

General Contractor: Blackwell Contractors

Relevant Instrument Number(s): 2006009008 2007009061 2009012921 2012013815
2006022549 2008008984 2011000711 2012021102

Date of Substantial Completion of Public Improvement Project: 5-21-20

2013012563
2014002078
2015000357

Applicant's Name: Kenneth Blackwell

Applicant's Title: President

Applicant's Agency: Blackwell Contractors

Date of Application for Final Acceptance: 7-15-20

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

Kenneth E Blackwell Pres:

7-16-20

Applicant's Signature

Date

- LEGEND**
- CURB
 - WALK
 - ▬ CURB RAMP
 - S.C. SPECIAL CONSERVANCY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - D.& U.E. DRAINAGE & UTILITY EASEMENT



R=675.00'
L=613.27'
D=52°03'23"
T=329.63
CH DIR=S01°17'40"E
CH=592.40

R=1230.00'
L=215.27'
D=10°01'39"
T=107.91
CH DIR=N70°14'19"E
CH=214.99

CURVE DATA TABLE						
Curve	Radius	Length	Delta Angle	Tangent	Chord Direction	Chord Length
C1	50.00	74.98	85°55'19"	46.56	N30°14'12"E	68.15
C2	775.00	449.27	33°12'52"	231.14	S03°52'59"W	443.01
C3	984.33	287.14	16°42'50"	144.60	S06°23'27"E	286.13
C4	1299.00	405.57	17°53'20"	204.45	S06°58'42"E	403.93
C5	1200.67	458.22	21°51'59"	231.93	S05°05'09"E	455.45
C6	1086.67	343.63	18°07'06"	173.26	S07°05'35"E	342.20
C7	874.29	277.72	18°12'01"	140.04	S07°08'02"E	276.56
C8	50.00	75.15	86°07'07"	46.72	S48°54'24"W	68.28

Date	By	Revision

BLACKWELL
Blackwell Construction, Inc.
820 S. Auto Mall Road, Bloomington, IN 47401
Office: 812-332-0511, Fax: 812-332-0989

PARCEL "B"
WOOLERY FARM



W Countryside Ln

W Countryside Ln

Blackwell Homes

S Addisyn Ln

S Adams St

S Flat Rock Rd

S Della Star Dr

S Addisyn Ln

S Adams St

S Addisyn Ln

W Sunstone Dr

S Adams St

W Sunstone Dr

World Events Delivery

W Sunstone Dr

Summit Ridge Phases and Associated Plat List:

Phase #	Unit #	Recorded Document #
I	1-23 & 83-86	2006009008
II	24-33 & 73-82 & 87-97	2006022549
III	67-72	2007009061
IV	60-66	2008008984
V	34-39	2009012921
VI	98-107	2011000711 & 2012013815
VII	50-59	2012021102
VIII	40-49	2013012563
IX	108-116	2014002078
X	117-122	2015000357



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Inspection and Recommendation

Summit Ridge


Inspection

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this Project have been visually inspected by representatives of the City of Bloomington Planning and Transportation Department, that public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two year performance surety for the public improvements shall be in effect and shall not terminate until a period of two years after the date of substantial completion of the public improvements.

Recommendation


- Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (A performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion.)
- Extension of Performance Surety. (Attach list of deficiencies including timeline for remediation.)
- Declaration that Performance Surety is in Default.
- An Escrow account for \$15,000.00 has been set up with the City and approved by the Board of Public Works at the 7/7/2020 meeting. This account is in lieu of a bond and can be drawn on for any deficiencies that appear for the 13 curb ramps and 76 street trees recently installed. The Escrow will be in place for two years.

Development Services Representative:

Signature:  Date: 7/15/2020
Jackie Scanlan, AICP

Printed Name: Jacqueline Scanlan Title: Development Services Manager

Transportation and Traffic Services Representative:

Signature:  Date: 7-15-2020

Printed Name: Sara Gomez Title: Public Improvements Manager



**City of Bloomington
Planning and Transportation Department**

Certificate of Final Acceptance

Summit Ridge

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.07, Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion of the public improvements.

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____



Board of Public Works Staff Report

Project/Event: West Allen Street Traffic Calming Project Change Order #3
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 07/21/2020

Report: On December 9, 2019, the Board of Public Works opened sealed quotes for the West Allen Street Traffic Calming Project. Work completed under this contract includes the installation of two raised crosswalks and one speed hump on West Allen Street between S. Adams St. and S. Strong Dr. The original contract amount for this project was \$174,960.00. Change Order #1 resulted in an increase of \$25,025.35, Change Order #2 resulted in an increase of \$3,574.38. The adjusted total contract sum is \$203,559.73. This change order is the result of additional pipe needed to repair safety issue on sidewalk over storm line on the southern edge of the easternmost raised crosswalk, and an adjustment needed for two pay items; 203-02000 EXCAVATION, COMMON and COMPACTED AGGREGATE, NO. 53. Both ran over the contract amount because the plans estimated an asphalt depth of 9 inches to be removed for both raised crosswalks and the speed hump. The actual asphalt depth averaged 11 inches. This resulted in increase of over 20% for excavation and compacted stone resulting in the need to address these in a change order. If approved this change order will result in an increase of \$10,883.36. The adjusted total contract sum would be \$214,443.09.

Recommendation and Supporting Justification: If approved this change order will result in an increase of \$10,883.36. The adjusted total contract sum would be \$214,443.09. Staff recommends approval of change order #3 for the West Allen Street Traffic Calming Project.

Recommend **Approval** **Denial by:** *Russell White*



E & B PAVING, LLC. - Bloomington Area

Address: 2520 W Industrial Park Drive
Bloomington, IN 47404
Phone: 812-334-7940 Fax: 812-334-7941 e-mail: keith.spenner@ebpaving.com

Date: 7/10/2020

Bid #: 35200324C03

Re: West Allen Street Traffic Calming
Common Excavation and Compacted Agg #53 Overrun

To: City of Bloomington

Attn: Russel White

We propose to furnish all labor, tools, material, equipment, insurance and supervision to complete the necessary work listed below. We agree all work shall be performed in a workman like manner to meet your requirements.

Planned quantity for pavement removal was based on approximately 9 inches of existing pavement. The actual thickness of the existing pavement was approximately 11 inches resulting in an overrun on common excavation of 15.6 cys. The additional area was filled in using #53 stone resulting in an overrun of #53 stone of 15.6 cys. Both crosswalks and speed hump - 290 sq @ 2" = 15.6 cys. There are existing pay items for common excavation and #53 stone.

	Unit	Unit Price	Overrun Qty	Total
4. Common Excavation	Cys	\$180.00	15.0	\$2,700.00
5. Compacted Aggregate #53	Cys	\$200.00	15.0	\$3,000.00

GRAND TOTAL = \$5,700.00

Price Excludes:

Notes: No bond or permits included.
Sales Tax is not included in our pricing.

Prices quoted are subject to change if not accepted within 30 days from the date of this quotation.

All work is to be completed in a substantial workman like manner, according to specifications submitted, per standard practices. Any alteration or deviation from above specifications, involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Work cannot be scheduled until a signed copy of this proposal is returned to our office

Proposed by E & B Paving, LLC. - Keith Spenner 7-10-20
Keith Spenner, Mobile: 317-501-0024

Accepted by: _____ Company Name & Title Date

E & B Paving, LLC. is an Equal Opportunity Employer



E & B PAVING, LLC. - Bloomington Area

Address: 2520 W Industrial Park Drive
Bloomington, IN 47404
Phone: 812-334-7940 Fax: 812-334-7941 e-mail: keith.spenner@ebpaving.com

Date: 6/15/2020

Bid #: 35200324CO3

Re: West Allen Street Traffic Calming
Extend elliptical pipe on either side of east crosswalk, repair paved side ditch, topsoil, seed & traffic control

To: City of Bloomington

Attn: Russel White

We propose to furnish all labor, tools, material, equipment, insurance and supervision to complete the necessary work listed below.
We agree all work shall be performed in a workman like manner to meet your requirements.

E&B Paving -

Labor Cost =	\$1,904.00
20% Labor OH& P =	\$380.80
Labor Total =	\$2,284.80
Material & Equip Cost =	\$2,588.00
12% Material & Equip OH& P =	\$310.56
Material & Equipment Total =	\$2,898.56
E&B Paving Total =	\$5,183.36

Subcontractor - Road safe - see attached

Subcontractor Subtotal =	\$0.00
Subtotal	\$0.00
7% OH & Profit =	\$0.00
Subcontractor Totals =	\$0.00

GRAND TOTAL = \$5,183.36

Price Excludes:

Notes: No bond or permits included.
Sales Tax is not included in our pricing.
See Attached for breakdown

Prices quoted are subject to change if not accepted within 30 days from the date of this quotation.

All work is to be completed in a substantial workman like manner, according to specifications submitted, per standard practices. Any alteration or deviation from above specifications, involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Work cannot be scheduled until a signed copy of this proposal is returned to our office

Proposed by E & B Paving, LLC. - 
Keith Spenner, Mobile: 317-501-0024

Accepted by:	_____	_____	_____
	Company	Name & Title	Date

E & B Paving, LLC. is an Equal Opportunity Employer

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 9001 CLIENT# = 000-9001
 Description = CHANGE ORDERS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

A9003 CHANGE ORDER 3 Quan: 1.00 LSM Hrs/Shift: 10.00 Cal: 512 WC: IN5506

**Unreviewed

Extend elliptical concrete pipe on either side of walk @ East crosswalk, repair conc paved ditch, topsoil, seed

Item	Description	Quantity	Unit	Prod	US	Lab Pcs	Eqp Pcs	3.00	
DBLOOM	(Mod) Bloomington Dirt Pipe	5.00	CH						
2CMCLA	CLASS A CONCRETE	1.00	4.00 CY	108.000		432		432	
2DSCE001.8	14" X 23" ERCP	1.00	16.00 LF	33.580		537		537	
2LMDT	TOPSOIL	1.00	6.00 CY	30.000		180		180	
2LMEB	EROSION BLANKET	1.00	30.00 SY	0.500		15		15	
2LMGS	GRASS SEED	1.00	1.00 LS	50.000		50		50	
3CEDUMP	DUMP FEES	1.00	1.00 EA	20.000		20		20	
3PIPEDELIV	RCP Delivery@107%	1.00	1.00 LS	605.000		647		647	
8EXEXCS	SMALL EXC	1.00	5.00 HR	88.120			441	441	
8TKDUMP	DUMP TRUCK	1.00	5.00 HR	28.840			144	144	
8TKF	FOREMAN'S TRUCK	1.00	6.00 HR	20.340			122	122	
CM	combo man	1.00	5.50 MH	32.010	344			344	
F	foreman	1.00	6.00 MH	39.400	465			465	
FL	flagger	2.00	10.00 MH	24.820	484			484	
L	laborer	1.00	5.00 MH	24.820	242			242	
O	operator	1.00	5.50 MH	37.400	370			370	
\$4,492.46		32.0000 MH/LSM	32.00 MH	[1176.59]	1,904	1,214	667	707	4,492
2.0000 Un/Shift *		0.5000 Shifts	32.0000 MH/Unit		1,903.99	1,214.28	667.35	706.84	4,492.46

=====> **Item Totals: 9001 - CHANGE ORDERS**
 \$4,492.46 32.0000 MH/LS 32.00 MH [1176.59] 1,904 1,214 667 707 4,492
 4,492.460 1 LS 1,903.99 1,214.28 667.35 706.84 4,492.46

CHANGE ORDER



Project Name:

Allen Street Traffic Calming

Contractor:

E & B Paving, Inc.
2520 W. Industrial Park Drive
Bloomington, Indiana 47404

Change Order Number: 3

Date of Change Order: Wednesday, June 17, 2020

Engineer's Project #:

NTP Date: Tuesday, February 11, 2020
Allowable Calendar Days: 60 (includes holiday's)
Original Completion Date: Sunday, May 31, 2020

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Additional pipe to repair safety issue on sidewalk over stormline	1 LUMP SUM	/ \$5,183.36	\$5,183.36
2	Additional 203-02000 EXCAVATION, COMMON	15 CYS	/ \$180.00	\$2,700.00
3	Additional 301-12234 COMPACTED AGGREGATE, NO. 53	15 CYS	/ \$200.00	\$3,000.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7			/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	\$174,960.00
The net change by previously authorized Change Orders:	\$39,483.09
The Contract Sum prior to this Change Order was:	\$203,559.73
The Contract Sum will be changed by this Change Order in the amount of:	\$10,883.36
 The new Contract Sum including this Change Order will be:	 \$214,443.09
The Contract Time will be changed by:	0 days
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Sunday, May 31, 2020

(Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<p>Planning and Transportation Inertim Transportation & Traffic Engineer</p> <hr/> <p>401 North Morton Street ADDRESS</p> <hr/> <p>Neil Kopper TYPED / PRINTED NAME</p> <hr/> <p>SIGNATURE</p>	<p>E & B Paving, Inc. CONTRACTOR</p> <hr/> <p>2520 W. Industrial Park Drive Bloomington, Indiana 47404 ADDRESS</p> <hr/> <p>TYPED / PRINTED NAME</p> <hr/> <p>SIGNATURE</p>	<p>Board of Public Works OWNER</p> <hr/> <p>401 North Morton Street ADDRESS</p> <hr/> <p>Kyla Cox Deckard TYPED / PRINTED NAME</p> <hr/> <p>SIGNATURE</p>
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Board of Public Works Claim Register

Invoice Date Range 07/08/20 - 07/24/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Escarver Tatum	01-refund adoption fee-canine-6/12/20		07/24/2020	75.00
Alice Wilmoth	01-refund adoption fee-canine-7/7/20		07/24/2020	75.00
Account 43430 - Animal Adoption Fees Totals			Invoice 2 Transactions	\$150.00
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-bleach-6/25/20		07/24/2020	10.83
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/puppy/kitten food-6/26/20		07/24/2020	406.70
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/puppy/kitten food-6/19/20		07/24/2020	405.02
4633 - Midwest Veterinary Supply, INC	01-antibiotics, fluids, electrolytes-6/25/20		07/24/2020	94.26
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M, L, XL)-6/25/20		07/24/2020	231.00
4633 - Midwest Veterinary Supply, INC	01-Albon, thermometer-7/6/20		07/24/2020	243.69
4137 - Patterson Veterinary Supply, INC	01-sharps container-7/3/20		07/24/2020	9.90
4137 - Patterson Veterinary Supply, INC	01-Gastrafate-6/25/20		07/24/2020	36.58
4137 - Patterson Veterinary Supply, INC	01-disinfectant wipes-7/3/20		07/24/2020	76.98
4137 - Patterson Veterinary Supply, INC	01-Trazodone, antibiotics-6/25/20		07/24/2020	141.98
4137 - Patterson Veterinary Supply, INC	01-Gastrafate, Mometamax-7/3/20		07/24/2020	245.39



Board of Public Works Claim Register

Invoice Date Range 07/08/20 - 07/24/20

4137 - Patterson Veterinary Supply, INC	01-Gastrafate-6/29/20	07/24/2020	36.58
4666 - Zoetis, INC	01-FelV diagnostics-6/25/20	07/24/2020	283.07
4666 - Zoetis, INC	01-feline vaccines-6/25/20	07/24/2020	546.00
4666 - Zoetis, INC	01-Revolution-6/26/20	07/24/2020	739.90
Account 52210 - Institutional Supplies Totals		Invoice 15 Transactions	\$3,507.88
Account 52310 - Building Materials and Supplies			
53005 - Menards, INC	01-16' extension handle	07/24/2020	29.97
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	\$29.97
Account 52420 - Other Supplies			
9523 - Freedom Business Solutions, LLC	01-toner-high yield black laser jet	07/24/2020	221.99
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$221.99
Account 52430 - Uniforms and Tools			
4832 - Animal Care Equipment & Services, LLC	01-cat trap (inc s/h)	07/24/2020	92.65
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	\$92.65
Account 53130 - Medical			
50350 - Arlington Heights Veterinary Hospital, INC	01-spay/neuter surgerries-6/29/20	07/24/2020	180.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency office visit-7/7 & 7/8/20	07/24/2020	72.67
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-ray, spay/neuter surgeries-6/30/20	07/24/2020	277.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-dental, amputation, spay/neuter surgeries-7/7/20	07/24/2020	1,034.81
Account 53130 - Medical Totals		Invoice 4 Transactions	\$1,564.48



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Invoice Date Range 07/08/20 - 07/24/20

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-June 2020	07/16/2020	185.00
	Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$185.00

Account 53540 - Natural Gas

222 - Vectren	19-ACC-gas bill 6/2-7/2/20	07/16/2020	187.60
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$187.60

Account 53640 - Hardware and Software Maintenance

3560 - First Financial Bank / Credit Cards	01-PicMonkey Software subscription	07/24/2020	73.43
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$73.43
	Program 010000 - Main Totals	Invoice 27 Transactions	\$6,013.00

Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-HTW treatment-6/30/20	07/24/2020	176.16
	Account 53130 - Medical Totals	Invoice 1 Transactions	\$176.16
	Program 010001 - Donations Over \$5K Totals	Invoice 1 Transactions	\$176.16
	Department 01 - Animal Shelter Totals	Invoice 28 Transactions	\$6,189.16

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-Brighton Ave/patching-397.65 tons-6/17-6/18/20	BC 2020-13	07/24/2020	18,607.69
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Board of Public Works Claim Register

Invoice Date Range 07/08/20 - 07/24/20

19278 - Milestone Contractors, LP	20-surface-Randolph-67.65 tons-6/30/20	BC 2020-13	07/24/2020	3,213.38
19278 - Milestone Contractors, LP	20-surface-Brownridge/patching-517.42 tons-6/22-6/25/20	BC 2020-13	07/24/2020	23,980.43
19278 - Milestone Contractors, LP	20-surface-Meadowbrook/patching-206.83 tons-6/30/20	BC 2020-13	07/24/2020	7,596.94
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 4 Transactions	<hr/> \$53,398.44
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5409 - VS Engineering, INC	13-Blgtn Signal Des.-Walnut & 11th & 14th-period ending 5/31/20	BC 2019-113	07/24/2020	13,041.08
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions	<hr/> \$13,041.08
Account 53990 - Other Services and Charges				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	02-Recycling Public Information Container Stickers		07/24/2020	7,140.00
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	<hr/> \$7,140.00
Program 020000 - Main Totals			Invoice 6 Transactions	<hr/> \$73,579.52
Department 02 - Public Works Totals			Invoice 6 Transactions	<hr/> \$73,579.52
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	04-Terracycle Zero Waste Box for Disposable Gloves		07/24/2020	257.00
7398 - Jacqueline Westbrook(Sew Secret Tailoring & Alterations)	04- Company logo and standard issue face masks		07/24/2020	460.00
Account 52420 - Other Supplies Totals			Invoice 2 Transactions	<hr/> \$717.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)		07/24/2020	8,178.25



Board of Public Works Claim Register

Invoice Date Range 07/08/20 - 07/24/20

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$8,178.25
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	07/24/2020	5.99
53442 - Paragon Micro, INC	04 - Monthly Power BI allocated subscription (ESD)	07/24/2020	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$24.31
		Transactions	
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC	04 - Monthly Composting Services (City, CBU, Transit)	07/24/2020	180.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$180.00
		Transactions	
Program 040000 - Main Totals		Invoice 6	\$9,099.56
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 6	\$9,099.56
		Transactions	
Department 05 - Common Council			
Program 050000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	05-file boxes	07/24/2020	39.62
Account 52110 - Office Supplies Totals		Invoice 1	\$39.62
		Transactions	
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges- 6/5-7/4/20	07/24/2020	204.18
Account 52410 - Books Totals		Invoice 1	\$204.18
		Transactions	
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-6/1-6/30/20	07/24/2020	340.78



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Invoice Date Range 07/08/20 - 07/24/20

Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$340.78
		Transactions	
Program 050000 - Main Totals		Invoice 3	\$584.58
		Transactions	
Department 05 - Common Council Totals		Invoice 3	\$584.58
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	06-Webinar classes for J Underwood (Wolters Kluwer)	07/24/2020	449.00
Account 53160 - Instruction Totals		Invoice 1	\$449.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	06-INCPAS 2020 Membership Dues for J Underwood	07/24/2020	435.00
3560 - First Financial Bank / Credit Cards	06-Membership Dues for J Underwood (AICPA) 2020	07/24/2020	700.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$1,135.00
		Transactions	
Account 53990 - Other Services and Charges			
5444 - Tyler Technologies, INC	06-Energov Community Development Software	07/24/2020	12,993.75
1352 - Cornerstone Planning & Design INC	18- Project Management	BC 2005-25 07/24/2020	4,412.10
Account 53990 - Other Services and Charges Totals		Invoice 2	\$17,405.85
		Transactions	
Program 060000 - Main Totals		Invoice 5	\$18,989.85
		Transactions	
Department 06 - Controller's Office Totals		Invoice 5	\$18,989.85
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			



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Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	09-MAVA Virtual Conference-registration for Lucy Schaich	07/24/2020	325.00
3560 - First Financial Bank / Credit Cards	09-cancelled conference registration for Lucy Schaich	07/24/2020	(395.00)
Account 53160 - Instruction Totals		Invoice 2 Transactions	(\$70.00)

Account 53640 - Hardware and Software Maintenance

3560 - First Financial Bank / Credit Cards	09-Paddle.net--video software program	07/24/2020	128.27
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	\$128.27
Program 090000 - Main Totals		Invoice 3 Transactions	\$58.27
Department 09 - CFRD Totals		Invoice 3 Transactions	\$58.27

Department 10 - Legal

Program 100000 - Main

Account 52410 - Books

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-6/1-6/30/20	07/24/2020	1,363.09
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges- 6/5-7/4/20	07/24/2020	996.95
Account 52410 - Books Totals		Invoice 2 Transactions	\$2,360.04

Account 53120 - Special Legal Services

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	10 advertisement real estate lease meeting info. 61420	07/24/2020	5.53
Account 53120 - Special Legal Services Totals		Invoice 1 Transactions	\$5.53

Account 53160 - Instruction

5785 - International Municipal Lawyers Association	10-2020 University Cities Summit Virtual Meeting	07/24/2020	50.00
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Invoice Date Range 07/08/20 - 07/24/20

Account 53160 - Instruction Totals	Invoice 1	\$50.00
	Transactions	
Program 100000 - Main Totals	Invoice 4	\$2,415.57
	Transactions	
Department 10 - Legal Totals	Invoice 4	\$2,415.57
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	11-paper	07/24/2020	47.82
6530 - Office Depot, INC	11-adhesive and other materials for COVID signs	07/24/2020	57.35

Account 52110 - Office Supplies Totals	Invoice 2	\$105.17
	Transactions	

Account **52420 - Other Supplies**

1096 - Thomas M Renneisen	11-reimbursement for lunch (Fire negotiations #3)	07/24/2020	57.80
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Account 52420 - Other Supplies Totals	Invoice 1	\$57.80
	Transactions	

Account **53170 - Mgt. Fee, Consultants, and Workshops**

6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM May	07/24/2020	2,252.50
6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM June	07/24/2020	3,208.75

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2	\$5,461.25
	Transactions	

Account **53910 - Dues and Subscriptions**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	11-annual HT subscription	07/24/2020	241.25
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation (June)	07/24/2020	18.32

Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$259.57
	Transactions	



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Invoice Date Range 07/08/20 - 07/24/20

Account 53990 - Other Services and Charges

7347 - Andrew B Krebbs	11-transcription for mayor's video 6/8	07/24/2020	15.00
7347 - Andrew B Krebbs	11-transcription for mayor's video 6/25	07/24/2020	3.75
Account 53990 - Other Services and Charges Totals		Invoice 2	\$18.75
		Transactions	
Program 110000 - Main Totals		Invoice 9	\$5,902.54
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 9	\$5,902.54
		Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	12-white out, folders, pencils, markers, binder clips \$47.79	07/24/2020	47.79
Account 52110 - Office Supplies Totals		Invoice 1	\$47.79
		Transactions	

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12-Job Ad Invoice 63020 \$329.99	07/24/2020	329.99
Account 53320 - Advertising Totals		Invoice 1	\$329.99
		Transactions	
Program 120000 - Main Totals		Invoice 2	\$377.78
		Transactions	
Department 12 - Human Resources Totals		Invoice 2	\$377.78
		Transactions	

Department 13 - Planning

Program 130000 - Main

Account 52420 - Other Supplies

5247 - Robert Hudson (Graphic Visions)	13-Yard sign frames (for zoning signs)	07/24/2020	150.00
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Board of Public Works Claim Register

Invoice Date Range 07/08/20 - 07/24/20

	Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$150.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv.-5/1-5/31/20		07/24/2020	2,666.25
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	\$2,666.25
Account 53990 - Other Services and Charges				
51463 - DLT Solutions, LLC	13 - Architecture Engineering & Const software sub-P&T portion		07/24/2020	3,519.45
5409 - VS Engineering, INC	13-On Call Engineering Services-period ending 5/31/30	BC 2020-10	07/24/2020	1,187.50
	Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	\$4,706.95
Account 54310 - Improvements Other Than Building				
19278 - Milestone Contractors, LP	13-Adams St SW & Intersection-App 3-5/2-5/29/20	BC 2019-129	07/24/2020	109,452.51
	Account 54310 - Improvements Other Than Building Totals		Invoice 1 Transactions	\$109,452.51
	Program 130000 - Main Totals		Invoice 5 Transactions	\$116,975.71
	Department 13 - Planning Totals		Invoice 5 Transactions	\$116,975.71
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19-(2) 4"x.045 metal grind wheel, 14" Makita contractors bag		07/24/2020	24.95
395 - Kirby Risk Corp	19-Lamps		07/24/2020	145.40
394 - Kleindorfer Hardware & Variety	19-work gloves for Facilities Maintenance		07/24/2020	13.99
394 - Kleindorfer Hardware & Variety	19-Door sweep, pack of bulbs, iron bracket Facilities		07/24/2020	33.97



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394 - Kleindorfer Hardware & Variety	19-3/8 & 716 hex key for Facilities Maintenance		07/24/2020	10.05
394 - Kleindorfer Hardware & Variety	19-SDS bit 3/16 & Bosch 3/16 bit for Facilities Maintenance		07/24/2020	12.98
394 - Kleindorfer Hardware & Variety	19-3 display hooks, box 8-32 screws, 12 eye hooks Facilities		07/24/2020	14.07
394 - Kleindorfer Hardware & Variety	19-scoop shovel, cs 4" roller cover, 2 push brooms		07/24/2020	93.12
394 - Kleindorfer Hardware & Variety	19-12 gloves and 7 safety glasses for Facilities Maintenance		07/24/2020	88.81
394 - Kleindorfer Hardware & Variety	19-14" 100pk Ziptie for Facilities Maintenance		07/24/2020	9.49
53005 - Menards, INC	19-mold test kit& 8"x8" tamper w/handle - facilities maintenanc		07/24/2020	42.77
Account 52310 - Building Materials and Supplies Totals			Invoice 11 Transactions	\$489.60
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA Remove & replace Contactor in Council Chambers	BC 2019-125	07/24/2020	257.10
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	\$257.10
Account 54510 - Other Capital Outlays				
6070 - 72 Hour LLC (National Auto Fleet Group)	20-Ford Super Duty F350		07/24/2020	64,176.34
Account 54510 - Other Capital Outlays Totals			Invoice 1 Transactions	\$64,176.34
Program 190000 - Main Totals			Invoice 13 Transactions	\$64,923.04
Department 19 - Facilities Maintenance Totals			Invoice 13 Transactions	\$64,923.04
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
5819 - Synchrony Bank	28-charging station RAVPower		07/24/2020	23.98



Board of Public Works Claim Register

Invoice Date Range 07/08/20 - 07/24/20

5819 - Synchrony Bank	28-Iphone charger cable, USB cables, Journal notebook	07/24/2020	29.96
Account 52110 - Office Supplies Totals		Invoice 2	\$53.94
		Transactions	
Account 52420 - Other Supplies			
5819 - Synchrony Bank	28 - SD Card Adapter	07/24/2020	3.33
5819 - Synchrony Bank	28 - iPhone Case and Screen Protectors for Asst Dir	07/24/2020	19.10
Account 52420 - Other Supplies Totals		Invoice 2	\$22.43
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
7389 - Info-tech Research Group INC	28 - IT Research and Advisory Services	07/24/2020	3,733.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$3,733.00
		Transactions	
Account 53640 - Hardware and Software Maintenance			
5534 - Presidio Holdings, INC	28 - Nutanix Memory Upgrade	07/24/2020	6,850.88
3989 - Ricoh USA, INC	28-Copier Maint (BW/Color copies)- Police Substation - June 2020	07/24/2020	9.86
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2	\$6,860.74
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - Zoom Cloud Storage Increase to 100GB - 6-23-20 - 7-19-20	07/24/2020	36.00
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces - May 2020	07/24/2020	8.20
3560 - First Financial Bank / Credit Cards	28-Google Domain-blgtnmonroecountycensus.org-renews 12/31/21	07/24/2020	12.00
3560 - First Financial Bank / Credit Cards	28-Google Domain-bloomingtontechpark.com-renews 6/22/21	07/24/2020	12.00
3560 - First Financial Bank / Credit Cards	28-Google Domain-bloomingtonplanroom.com-renews 1/27/22	07/24/2020	12.00
3560 - First Financial Bank / Credit Cards	28-Google Domain-btowncops.org-renews 4/8/22	07/24/2020	12.00



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3560 - First Financial Bank / Credit Cards	28-Google Domain-blgtnvolunteernetwork.org-renews 7/11/21	07/24/2020	12.00
3560 - First Financial Bank / Credit Cards	28-Google Domain-visitbead.com-renews 9/29/21	07/24/2020	12.00
3560 - First Financial Bank / Credit Cards	28-Google Domain-helpingbloomingtonmonroe.org-renews 9/3/21	07/24/2020	12.00
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50GB - June 2020	07/24/2020	103.00
Account 53910 - Dues and Subscriptions Totals		Invoice 10 Transactions	\$231.20
Account 54420 - Purchase of Equipment			
5819 - Synchrony Bank	28 - Hard Case for UAV Mavic 2	07/24/2020	77.99
Account 54420 - Purchase of Equipment Totals		Invoice 1 Transactions	\$77.99
Program 280000 - Main Totals		Invoice 18 Transactions	\$10,979.30
Department 28 - ITS Totals		Invoice 18 Transactions	\$10,979.30
Fund 101 - General Fund (S0101) Totals		Invoice 102 Transactions	\$310,074.88
Fund 152 - Food & Beverage Tax(S9509)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53970 - Mayor's Promotion of Business			
18844 - First Financial Bank, N.A.	06 FAB Loan Phase 6 Samira	07/08/2020	40,000.00
18844 - First Financial Bank, N.A.	06 FAB Loan Pahase 6 By Hand Gallery	07/08/2020	15,000.00
18844 - First Financial Bank, N.A.	06 FAB Loan Phase 6 Hoosier Barbershop	07/08/2020	16,000.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 3 Transactions	\$71,000.00
Program 060000 - Main Totals		Invoice 3 Transactions	\$71,000.00



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Department 06 - Controller's Office Totals		Invoice 3	\$71,000.00
		Transactions	
Fund 152 - Food & Beverage Tax(S9509) Totals		Invoice 3	\$71,000.00
		Transactions	
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17018 - Bloomington Wide Brownfields			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	07/24/2020	7,247.39
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	07/24/2020	571.22
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	07/24/2020	559.84
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	07/24/2020	3,179.90
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	07/24/2020	1,049.40
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 5	\$12,607.75
		Transactions	
Program G17018 - Bloomington Wide Brownfields Totals		Invoice 5	\$12,607.75
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 5	\$12,607.75
		Transactions	
Fund 249 - Grants Non Approp Totals		Invoice 5	\$12,607.75
		Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011)			
Department 05 - Common Council			
Program 050000 - Main			
Account 53960 - Grants			
1138 - BCT Management, INC	05 - Buskirk-Chumley Theater Program Support: Q3 2020	BC 2018-102 07/24/2020	13,750.00



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174 - Hoosier Hills Food Bank INC	15-Jack Hopkins Grant for 2020		07/24/2020	30,000.00
232 - Monroe County United Ministries INC	15-JH2020-Amazon-computer		07/24/2020	1,041.28
232 - Monroe County United Ministries INC	15-JH2020-Teaching Strategies		07/24/2020	11,161.60
232 - Monroe County United Ministries INC	15-JH2020-Amazon-laptops (2)		07/24/2020	763.72
232 - Monroe County United Ministries INC	15-JH2020-laptops (5)		07/24/2020	1,995.00
		Account 53960 - Grants Totals	Invoice 6	\$58,711.60
			Transactions	
		Program 050000 - Main Totals	Invoice 6	\$58,711.60
			Transactions	
		Department 05 - Common Council Totals	Invoice 6	\$58,711.60
			Transactions	
		Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 6	\$58,711.60
			Transactions	
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	25 - Line Location Services - June 2020	BC 2007-29	07/24/2020	2,500.00
		Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$2,500.00
			Transactions	
Account 53750 - Rentals - Other				
12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent - July 2020		07/08/2020	1,614.27
		Account 53750 - Rentals - Other Totals	Invoice 1	\$1,614.27
			Transactions	
Account 54420 - Purchase of Equipment				
5534 - Presidio Holdings, INC	25 - Palo Alto Firewall/VPN Deployment		07/24/2020	8,700.00



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		Account 54420 - Purchase of Equipment Totals	Invoice 1	\$8,700.00
			Transactions	
Account 54450 - Equipment				
6222 - Apple, INC	28 - Capital Replacement - Civil City - 1 iMac		07/24/2020	1,899.00
		Account 54450 - Equipment Totals	Invoice 1	\$1,899.00
			Transactions	
		Program 254000 - Infrastructure Totals	Invoice 4	\$14,713.27
			Transactions	
Program 256000 - Services				
Account 53150 - Communications Contract				
12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent - July 2020		07/08/2020	1,375.00
		Account 53150 - Communications Contract Totals	Invoice 1	\$1,375.00
			Transactions	
		Program 256000 - Services Totals	Invoice 1	\$1,375.00
			Transactions	
		Department 25 - Telecommunications Totals	Invoice 5	\$16,088.27
			Transactions	
		Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 5	\$16,088.27
			Transactions	
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-5/27-6/25/20	BC 2018-03	07/08/2020	9.13
223 - Duke Energy	02-Various locations-street lght chgs.-elec. bill 5/28-6/26/20	BC 2010-23	07/08/2020	25.56
223 - Duke Energy	02-4th&WA-metered surface lot-elec. bill-6/1-6/30/20	BC 2019-73	07/08/2020	22.74
223 - Duke Energy	02-Blue Bird Alleyway-elec bill - 6/1-6/30/20	BC 2020-01	07/08/2020	11.90



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223 - Duke Energy	02-Alley Activation Project-elec. bill 5/28-6/26/20	BC 2019-68	07/08/2020	20.93
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-5/28-6/26/20	BC 2018-101	07/08/2020	3.84
223 - Duke Energy	02-11th-Rogers to Fairview-elec. chgs 6/1-6/30/20	BC 2019-67	07/08/2020	11.83
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-5/27-6/25/20	BC 2018-03	07/08/2020	9.13
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-6/1-6/30/20	BC 2018-86	07/08/2020	4.88
223 - Duke Energy	02-420 E. 19th St-Crosswalk-elec bill 6/2-7/1/20	BC 2018-03	07/16/2020	14.47
223 - Duke Energy	02-Middle Way House-elec. bill-6/1-7/1/20	BC 2018-99	07/16/2020	8.94
223 - Duke Energy	02-10th & Union signal-electric bill 6/8-7/8/20	BC 2018-03	07/16/2020	40.84
223 - Duke Energy	02-4th&Dunn metered surface lot-elec. chgs 6/2-7/1/20	BC 2019-72	07/16/2020	27.14
223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-6/4-7/6/20	BC 2019-03	07/16/2020	4.42
223 - Duke Energy	02-E. 10th St.-electric charges 6/8-7/8/20	BC 2017-12	07/16/2020	119.18
223 - Duke Energy	02-Middle Way House-elec. bill-5/1-6/2/20	BC 2018-99	07/16/2020	8.90

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 16	\$343.83
	Transactions	
Program 200000 - Main Totals	Invoice 16	\$343.83
	Transactions	
Department 20 - Street Totals	Invoice 16	\$343.83
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 16	\$343.83
	Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**



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7225 - Arctic Glacier USA, INC	20-ice for employees-30 7lb bags-6/26/20		07/24/2020	46.50
409 - Black Lumber Co. INC	20-Truck #418-weed killer sprayer-6/23/20		07/24/2020	18.97
313 - Fastenal Company	20-safety supplies-gloves, safety glasses, spray paint-6/26/20		07/24/2020	97.92
313 - Fastenal Company	20-safety supplies-gloves (S)-6/30/20		07/24/2020	9.56
6262 - Koenig Equipment, INC	20-12" chainsaw chain, 12" 3/8 Picco		07/24/2020	48.50
Account 52420 - Other Supplies Totals			Invoice 5 Transactions	\$221.45
Account 53220 - Postage				
19681 - Southeastern Equipment Co, INC	20- Shipping Charges for hotbox part (Inv. D13513)		07/24/2020	17.70
Account 53220 - Postage Totals			Invoice 1 Transactions	\$17.70
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-August 2020		07/24/2020	87.26
Account 53250 - Pagers Totals			Invoice 1 Transactions	\$87.26
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-June 2020		07/16/2020	233.27
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter-water/sewer bill-June 2020		07/16/2020	41.84
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-June 2020		07/16/2020	46.43
Account 53530 - Water and Sewer Totals			Invoice 3 Transactions	\$321.54
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/1/20	BC 2009-52	07/24/2020	18.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/1/20		07/24/2020	34.28



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Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2 Transactions	\$52.31
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Account **53950 - Landfill**

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20- Tree limb disposal - 6 loads-June 2020	BC 2019-45	07/24/2020	132.00
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Account 53950 - Landfill Totals	Invoice 1 Transactions	\$132.00
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Program 200000 - Main Totals	Invoice 13 Transactions	\$832.26
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Department 20 - Street Totals	Invoice 13 Transactions	\$832.26
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Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 13 Transactions	\$832.26
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Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52210 - Institutional Supplies**

9269 - Ferguson Facilities Supply, HP Products #3400	26- Bleach and Cleaner for Parking Facilities		07/24/2020	267.96
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9269 - Ferguson Facilities Supply, HP Products #3400	26- Bleach, Masks, Cleaner for Parking Facilities		07/24/2020	38.28
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9269 - Ferguson Facilities Supply, HP Products #3400	26-Cleaner and Hand Wipes for Parking Facilities		07/24/2020	76.56
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Account 52210 - Institutional Supplies Totals	Invoice 3 Transactions	\$382.80
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Account **52310 - Building Materials and Supplies**

293 - J&S Locksmith Shop, INC	26-Keys made for Electrical Closet		07/24/2020	17.50
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394 - Kleindorfer Hardware & Variety	26-Supplies for Parking Garage		07/24/2020	18.49
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394 - Kleindorfer Hardware & Variety	26-(2) 10 pack of masks for Parking Garage		07/24/2020	22.38
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394 - Kleindorfer Hardware & Variety	26-5 boxes nitrile gloves for Parking Garage		07/24/2020	57.45
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		Account 52310 - Building Materials and Supplies Totals	Invoice 4 Transactions	\$115.82
Account 53610 - Building Repairs				
293 - J&S Locksmith Shop, INC	26-	Installation of dead bolt on electrical closet	07/24/2020	110.22
392 - Koorsen Fire & Security, INC	26-	Repair & Rewire Fire Alarm @ Morton Garage	BC 2019-126 07/24/2020	883.00
392 - Koorsen Fire & Security, INC	26-	Quarterly Billing for Fire Alarm @ Morton Garage	BC 2019-126 07/24/2020	128.80
		Account 53610 - Building Repairs Totals	Invoice 3 Transactions	\$1,122.02
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-	Walnut St Garage-Garage rent August 2020	07/24/2020	18,759.98
3887 - Mercury Development Group, LLC	26-	Morton St Garage-garage rent August 2020	07/24/2020	38,035.85
		Account 53840 - Lease Payments Totals	Invoice 2 Transactions	\$56,795.83
Account 54510 - Other Capital Outlays				
54432 - T2 Systems, INC	26-	flex mobile/checkpayment-3/17/20-3/16/21	BC 2014-36 07/24/2020	6,096.35
		Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$6,096.35
		Program 260000 - Main Totals	Invoice 13 Transactions	\$64,512.82
		Department 26 - Parking Totals	Invoice 13 Transactions	\$64,512.82
		Fund 452 - Parking Facilities(S9502) Totals	Invoice 13 Transactions	\$64,512.82
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 54310 - Improvements Other Than Building				



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399 - American Structurepoint, INC

13-7th St Protected Bike Lane-serv. 5/1-5/31/20	BC 2020-36	07/24/2020	9,767.50
Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$9,767.50
		Transactions	
Program 020000 - Main Totals		Invoice 1	\$9,767.50
		Transactions	
Department 02 - Public Works Totals		Invoice 1	\$9,767.50
		Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

19278 - Milestone Contractors, LP

13-Adams St SW & Intersection-App 3-5/2-5/29/20	BC 2019-129	07/24/2020	17,193.43
Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$17,193.43
		Transactions	
Program 130000 - Main Totals		Invoice 1	\$17,193.43
		Transactions	
Department 13 - Planning Totals		Invoice 1	\$17,193.43
		Transactions	
Fund 454 - Alternative Transport(S6301) Totals		Invoice 2	\$26,960.93
		Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

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

334 - Irving Materials, INC	20-601 N College-Class A Stone Ash-4 cy-6/23/20	BC 2020-16	07/24/2020	406.00
334 - Irving Materials, INC	20-601 N College-Class A Stone Ash-3.5 cy-6/24/20	BC 2020-16	07/24/2020	355.25
334 - Irving Materials, INC	20-10th & Forrest-Class A Stone Ash-3 cy-6/30/20	BC 2020-16	07/24/2020	304.50
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 3		\$1,065.75
		Transactions		



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Account 52340 - Other Repairs and Maintenance

4519 - Osburn Associates, INC	20 Sign Materials (signs, sheeting, blanks)-6/22/20	07/24/2020	6,779.50
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 1 Transactions	<hr/> \$6,779.50

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-Paving Crew-treated lumber-6/29/20	07/24/2020	17.98
336 - Southside Rental Center, INC	20- Diamond Blades for Concrete Crew	07/24/2020	230.00
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	<hr/> \$247.98
	Program 200000 - Main Totals	Invoice 6 Transactions	<hr/> \$8,093.23
	Department 20 - Street Totals	Invoice 6 Transactions	<hr/> \$8,093.23
	Fund 456 - MVH Restricted Totals	Invoice 6 Transactions	<hr/> \$8,093.23

Fund 523 - 2019 4th St Garage (S)

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53820 - Interest**

4740 - Bank Of New York	06- IN Redev Tax Increment 2019	07/24/2020	319,762.50
	Account 53820 - Interest Totals	Invoice 1 Transactions	<hr/> \$319,762.50
	Program 060000 - Main Totals	Invoice 1 Transactions	<hr/> \$319,762.50
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	<hr/> \$319,762.50
	Fund 523 - 2019 4th St Garage (S) Totals	Invoice 1 Transactions	<hr/> \$319,762.50

Fund 524 - 2019 4th St Garage Tax (S)



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Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

4740 - Bank Of New York	06- IN Redev Tax Increment 2019A2	07/24/2020	535,000.00
	Account 53810 - Principal Totals	Invoice 1 Transactions	<u>\$535,000.00</u>

Account **53820 - Interest**

4740 - Bank Of New York	06- IN Redev Tax Increment 2019A2	07/24/2020	59,400.00
	Account 53820 - Interest Totals	Invoice 1 Transactions	<u>\$59,400.00</u>
	Program 060000 - Main Totals	Invoice 2 Transactions	<u>\$594,400.00</u>
	Department 06 - Controller's Office Totals	Invoice 2 Transactions	<u>\$594,400.00</u>
	Fund 524 - 2019 4th St Garage Tax (S) Totals	Invoice 2 Transactions	<u>\$594,400.00</u>

Fund **525 - 2019 Trades Garage (S)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53820 - Interest**

4740 - Bank Of New York	06-IN Redev Tax 2019	07/24/2020	268,412.50
	Account 53820 - Interest Totals	Invoice 1 Transactions	<u>\$268,412.50</u>
	Program 060000 - Main Totals	Invoice 1 Transactions	<u>\$268,412.50</u>
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	<u>\$268,412.50</u>
	Fund 525 - 2019 Trades Garage (S) Totals	Invoice 1 Transactions	<u>\$268,412.50</u>



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Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-patching-3.55 tons-6/15/20	BC 2020-13	07/24/2020	168.63
19278 - Milestone Contractors, LP	20-surface-Brighton Ave/patching-397.65 tons-6/17-6/18/20	BC 2020-13	07/24/2020	280.73
19278 - Milestone Contractors, LP	20-surface-Brownridge/patching-517.42 tons-6/22-6/25/20	BC 2020-13	07/24/2020	597.09
19278 - Milestone Contractors, LP	20-surface-Meadowbrook/patching-206.83 tons-6/30/20	BC 2020-13	07/24/2020	123.03
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 4 Transactions	<u>\$1,169.48</u>

Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-3/1-5/31/20	BC 2017-98	07/24/2020	599.31
Account 54310 - Improvements Other Than Building Totals			Invoice 1 Transactions	<u>\$599.31</u>

Account 54510 - Other Capital Outlays

7013 - The Airmarking Company, INC	20 2020 Pavement Marking Contract-period ending 6/30/20	BC 2020-14	07/24/2020	118,384.00
Account 54510 - Other Capital Outlays Totals			Invoice 1 Transactions	<u>\$118,384.00</u>
Program 020000 - Main Totals			Invoice 6 Transactions	<u>\$120,152.79</u>
Department 02 - Public Works Totals			Invoice 6 Transactions	<u>\$120,152.79</u>

Department 13 - Planning

Program 130000 - Main

Account 53110 - Engineering and Architectural



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10081 - Strand Associates, INC	13-Crosswalk Imp. Proj-serv. 5/1-5/31/20	BC 2019-56	07/24/2020	17,871.75
	Account 53110 - Engineering and Architectural Totals		Invoice 1 Transactions	<u>\$17,871.75</u>
Account 54310 - Improvements Other Than Building				
18844 - First Financial Bank, N.A.	13-Adams St SW & Intersection-Escrow #2-5/2-5/29/20		07/24/2020	9,141.63
19278 - Milestone Contractors, LP	13-Adams St SW & Intersection-App 3-5/2-5/29/20	BC 2019-129	07/24/2020	47,045.01
603 - Traffic Control Corporation	13-School Zone Enhancements Project (Wireless comm. for beacons)		07/24/2020	4,692.00
	Account 54310 - Improvements Other Than Building Totals		Invoice 3 Transactions	<u>\$60,878.64</u>
	Program 130000 - Main Totals		Invoice 4 Transactions	<u>\$78,750.39</u>
	Department 13 - Planning Totals		Invoice 4 Transactions	<u>\$78,750.39</u>
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 10 Transactions	<u>\$198,903.18</u>
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 43370 - Other Sales				
204 - State Of Indiana	18-Sales Tax June 2020		07/17/2020	72.88
	Account 43370 - Other Sales Totals		Invoice 1 Transactions	<u>\$72.88</u>
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	16-oil leak-clean street-quikrete 3 bags-6/25/20		07/24/2020	48.87
409 - Black Lumber Co. INC	16-oil leak-clean street-quikrete-5 qt plastic pail-6/25/20		07/24/2020	2.49
53005 - Menards, INC	16-hand soap & garage towels		07/24/2020	39.92



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		Account 52420 - Other Supplies Totals	Invoice 3 Transactions	\$91.28
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Truck radio communicatins services-June 2020		07/24/2020	572.05
		Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$572.05
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-June 2020		07/16/2020	152.69
		Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$152.69
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 6/2-7/2/20		07/16/2020	46.58
		Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$46.58
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/1/20	BC 2009-52	07/24/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/1/20		07/24/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/8/20	BC 2009-52	07/24/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/8/20		07/24/2020	27.26
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$76.80
Account 53950 - Landfill				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-June 2020	BC 2019-45	07/24/2020	198.00
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-May 2020	BC 2019-45	07/24/2020	176.00
		Account 53950 - Landfill Totals	Invoice 2 Transactions	\$374.00



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Program 160000 - Main Totals	Invoice 13	\$1,386.28
	Transactions	
Department 16 - Sanitation Totals	Invoice 13	\$1,386.28
	Transactions	
Fund 730 - Solid Waste (S6401) Totals	Invoice 13	\$1,386.28
	Transactions	

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-I. Drescher (10D)-6/24/20	07/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Kluesner (11 1/2W)-6/24/20	07/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Crim (7M)-6/24/20	07/24/2020	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-P. Kerhberg (9 1/2EE)-6/30/20	07/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. McFarland (8 1/2M)-6/30/20	07/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Harding (11EW)-7/2/20	07/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Steury (11W)-6/17/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Brown (10.5)-5/29/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Harden (10-pari one)-5/29/20	07/24/2020	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Harden (9-second pair)-5/29/20	07/24/2020	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Medskar (10)-5/30/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Cunningham (8.5)-5/19/20	07/24/2020	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Hupp (11)-5/19/20	07/24/2020	100.00



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1448 - Shoe Carnival, INC	10-safety shoes-Steuy (14)-5/28/20	07/24/2020	94.98
1448 - Shoe Carnival, INC	10-safety shoes-Gaither (8)-5/28/20	07/24/2020	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Warrener (8.5)-5/18/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Hitchcox (12)-5/19/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sanchez (11)-5/19/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Richey (13)-5/20/20	07/24/2020	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Smith (11)-5/21/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Keene (8)-5/21/20	07/24/2020	94.98
1448 - Shoe Carnival, INC	10-safety shoes-Curtis (9.5-one pair)-5/23/20	07/24/2020	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Curtis (10.5-2nd pair)-5/23/20	07/24/2020	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Robertson (9.5)-5/25/20	07/24/2020	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Moore (12)-5/27/20	07/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Prince (10.5)-5/21/20	07/24/2020	100.00
Account 52430 - Uniforms and Tools Totals		Invoice 26 Transactions	\$2,439.79
Account 53130 - Medical			
3969 - Jeremy C Brothers	10- reimb for physical for CDL-6/26/20	07/24/2020	100.00
7406 - Joseph D Creech	10- reimb for physical for CDL-6/24/20	07/24/2020	100.00
7639 - Andy L Fluke	10- reimb for physical for CDL-6/25/20	07/24/2020	89.00
5918 - Ryan W Hillenburg	10- reimb for physical for CDL-6/18/20	07/24/2020	90.00
6081 - Freddie J Love	10- reimb for physical for CDL-6/26/20	07/24/2020	90.00



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6965 - Terry L Sparks	10- reimb for physical for CDL-6/24/20	07/24/2020	100.00
	Account 53130 - Medical Totals	Invoice 6 Transactions	\$569.00
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Public Off. bond-J. Underwood-City Controller-1/1/20-1/1/21	07/24/2020	900.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1 Transactions	\$900.00
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser - 202094	07/08/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -202097	07/13/2020	488.38
	Account 53420 - Worker's Comp & Risk Totals	Invoice 2 Transactions	\$976.76
	Program 100000 - Main Totals	Invoice 35 Transactions	\$4,885.55
	Department 10 - Legal Totals	Invoice 35 Transactions	\$4,885.55
	Fund 800 - Risk Management(S0203) Totals	Invoice 35 Transactions	\$4,885.55
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-July 2020 Cigna Dent/Vis Adm \$9,875.93	07/24/2020	2,105.40
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/24/2020	4,316.30
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$6,421.70
Account 53990.1201 - Other Services and Charges Health Insurance			



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17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$431.05	07/10/2020	431.05
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$632.70	07/15/2020	632.70
17785 - The Howard E. Nyhart Company, INC	12-July Wellness Reimbursements \$1395.00	07/16/2020	1,395.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 3 Transactions	\$2,458.75
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/24/2020	5,796.29
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1 Transactions	\$5,796.29
Program 120000 - Main Totals		Invoice 6 Transactions	\$14,676.74
Department 12 - Human Resources Totals		Invoice 6 Transactions	\$14,676.74
Fund 801 - Health Insurance Trust Totals		Invoice 6 Transactions	\$14,676.74
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-tires-11R225 PXDY1 (10)/315/80R225 (4)	07/24/2020	4,113.43
4693 - Monroe County Tire & Supply, INC	17-tires-LT225/75R16 (2)	07/24/2020	232.50
4693 - Monroe County Tire & Supply, INC	17-tires-265/65TR17-GYear Wrangler (2)	07/24/2020	328.56
4693 - Monroe County Tire & Supply, INC	17-tires-ST235/80R16 UN 203 10PLY (4)	07/24/2020	361.00
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5 G'Year G622 RSD 14PLY (4)	07/24/2020	1,021.16
Account 52230 - Garage and Motor Supplies Totals		Invoice 5 Transactions	\$6,056.65



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Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	17-Handi Clean (2)		07/24/2020	168.42
612 - Petroleum Traders Corporation	17-unleaded fuel (6,000 gal), Diesel (2,000)-6/23/20	BC 2019-107	07/24/2020	15,318.62
Account 52240 - Fuel and Oil Totals			Invoice 2 Transactions	\$15,487.04

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17-parts-hose-air		07/24/2020	59.04
244 - Bloomington Ford, INC	17-parts-hose-heated/water, radiator		07/24/2020	349.53
3560 - First Financial Bank / Credit Cards	17-CC-Pro Air- #922 expansion valve		07/24/2020	66.00
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-58, MTP-48/H6, MTP-65HD, MTP-94R/H7		07/24/2020	642.44
394 - Kleindorfer Hardware & Variety	17-parts-bushings		07/24/2020	3.57
394 - Kleindorfer Hardware & Variety	17-parts-bolts, nuts, washers		07/24/2020	7.68
394 - Kleindorfer Hardware & Variety	17-parts-black pipe		07/24/2020	17.19
2974 - MacAllister Machinery Co, INC	17-parts-kit-seal		07/24/2020	117.09
680 - NCH Corporation- Partsmaster	17-parats-cable ties, HP singles, cut off wheel		07/24/2020	705.93
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts- June 2020		07/24/2020	7,086.75
54351 - Sternberg, INC	17-parts-air brake L4C		07/24/2020	66.20
54351 - Sternberg, INC	17-parts-gear, kit SBOB		07/24/2020	165.89
54351 - Sternberg, INC	17-parts-drum, brakeshield16		07/24/2020	329.84
54351 - Sternberg, INC	17-credit-part returns-seal kits, gaskets-Inv. 950-181/380/313		07/24/2020	(397.69)
54351 - Sternberg, INC	17-credit-core return		07/24/2020	(475.00)



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54351 - Sternberg, INC	17 - #422 Steering gear box/core deposit		07/24/2020	1,264.05
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-resistor: blower motor		07/24/2020	18.80
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-sensor-tire pressure		07/24/2020	76.68
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-armrest Adj Assy		07/24/2020	63.03
2096 - West Side Tractor Sales CO.	17-parts-wheel, screws, tire valve		07/24/2020	422.49
Account 52320 - Motor Vehicle Repair Totals			Invoice 20 Transactions	\$10,589.51
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17-stock-Lnx recip 956R 5 pk-7/1/20		07/24/2020	23.99
Account 52420 - Other Supplies Totals			Invoice 1 Transactions	\$23.99
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	17-R. Hillenburg-DS Breath Alcohol Test-DOT-6/10/20		07/24/2020	47.00
231 - Indiana University Health Bloomington, INC	17-B. Rushton-DS DOT 5 Panel E Screen-6/10/20		07/24/2020	47.00
Account 53130 - Medical Totals			Invoice 2 Transactions	\$94.00
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	17-SA Quarterly Billing - 8/1-10/31/20	BC 2019-126	07/24/2020	88.61
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	\$88.61
Account 53620 - Motor Repairs				
594 - Curry Auto Center, INC	17 - #462 Key Reprogram		07/24/2020	79.95
Account 53620 - Motor Repairs Totals			Invoice 1 Transactions	\$79.95
Account 53640 - Hardware and Software Maintenance				



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53954 - Ron Turley Associates, INC	17 - RTA annual maintenance--9/1/20-8/31/21-inc. updates	BC 2009-53	07/24/2020	3,450.00
	Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<u>\$3,450.00</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-6/24/20		07/24/2020	72.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/24/20	BC 2009-52	07/24/2020	15.94
	Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2 Transactions	<u>\$88.88</u>
	Program 170000 - Main Totals		Invoice 35 Transactions	<u>\$35,958.63</u>
	Department 17 - Fleet Maintenance Totals		Invoice 35 Transactions	<u>\$35,958.63</u>
	Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 35 Transactions	<u>\$35,958.63</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-July 2020 Cigna Dent/Vis Adm \$9,875.93		07/24/2020	7,770.53
	Account 53990.1241 - Other Services and Charges Vision Totals		Invoice 1 Transactions	<u>\$7,770.53</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		07/08/2020	114.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/09/2020	122.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/10/2020	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/13/2020	99.98



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17785 - The Howard E. Nyhart Company, INC	12-City URM	07/13/2020	240.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	17.47
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/14/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	07/14/2020	120.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/15/2020	195.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/16/2020	39.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/17/2020	55.12
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 11 Transactions	<u>\$1,084.48</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	07/14/2020	320.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 1 Transactions	<u>\$320.00</u>
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/24/2020	15,923.05
Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 1 Transactions	<u>\$15,923.05</u>
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/24/2020	9,694.07
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1 Transactions	<u>\$9,694.07</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/09/2020	180.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/10/2020	132.75



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	56.19
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	3.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/15/2020	43.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/16/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/17/2020	45.47
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 7	\$491.49
		Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/16/2020	18,855.02
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$18,855.02
		Transactions	
Program 120000 - Main Totals		Invoice 23	\$54,138.64
		Transactions	
Department 12 - Human Resources Totals		Invoice 23	\$54,138.64
		Transactions	
Fund 804 - Insurance Voluntary Trust Totals		Invoice 23	\$54,138.64
		Transactions	
Fund 805 - Unemployment Comp Non-Reverting			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
204 - State Of Indiana	12 Unemployment Invoice \$4918.01	07/24/2020	4,918.01
Account 53990 - Other Services and Charges Totals		Invoice 1	\$4,918.01
		Transactions	
Program 120000 - Main Totals		Invoice 1	\$4,918.01
		Transactions	
Department 12 - Human Resources Totals		Invoice 1	\$4,918.01
		Transactions	



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	Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice 1 Transactions	\$4,918.01
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
1959 - Clark Dietz INC	13-3rd & Indiana_Signal Proj-3/28-5/29/20	BC 2019-58 07/24/2020	779.60
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$779.60
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 1 Transactions	\$779.60
Program 06016D - 2016 D Multi Use Paths			
Account 54310 - Improvements Other Than Building			
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-4/18-6/12/20-Inv date 6/12/20	BC 2018-110 07/24/2020	559.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-4/18-6/12/20-Inv. date 6/12/20	BC 2018-111 07/24/2020	605.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-4/18-6/12/20-Inv. date 6/12/20	BC 2018-112 07/24/2020	628.50
	Account 54310 - Improvements Other Than Building Totals	Invoice 3 Transactions	\$1,793.50
	Program 06016D - 2016 D Multi Use Paths Totals	Invoice 3 Transactions	\$1,793.50
	Department 06 - Controller's Office Totals	Invoice 4 Transactions	\$2,573.10
	Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 4 Transactions	\$2,573.10
	Grand Totals	Invoice 302 Transactions	\$2,069,240.70

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/24/2020	Claims				2,069,240.70
					<u>2,069,240.70</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,069,240.70

Dated this 21st day of July year of 2020.

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 _____