

Board of Public Works Meeting
June 22, 2021



Topic: Board of Public Works

Time: Jun 22, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/96925290580?pwd=a3d3NzJLdk85dUVIRE5QcTc3cFI4QT09>

Meeting ID: 969 2529 0580

Passcode: 026317

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 969 2529 0580

Passcode: 026317

Find your local number: <https://bloomington.zoom.us/u/adGH38WtGt>

AGENDA
BOARD OF PUBLIC WORKS
June 22, 2021

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, June 22, 2021 at 5:30 p.m.

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

I. MESSAGES FROM BOARD MEMBERS

II. STAFF REPORTS

1. Lower Cascades/Old State Road 37 Road Closure Pilot Project Announcements

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

1. Abatement at 668 N. Meadowlark Lane
2. Abatement at 740 S. Westwood
3. Abatement at 1450 N. Willis Drive
4. Abatement at 1633 S. Pinestone Court

V. CONSENT AGENDA

1. Approval of Minutes – June 08, 2021
2. Resolution 2021-18 Hoosiers Outrun Cancer 5K (Saturday, September 25, 2021)
3. Resolution 2021-19 El Mercado Market (3rd Sunday of every Month thru December 2021)
4. Resolution 2021-20 Tamarron Picnic Block Party (Saturday, October 09, 2021)
5. Resolution 2021-22 Renew Mobile Vendor in Public Right-of-Way; JD’s Taste of Chicago
6. Resolution 2021-23 Renew Mobile Vendor in Public Right-of-Way; Wever’s Smoke Eaters BBQ
7. Resolution 2021-24 BPW Electronic Meetings Policy
8. Revised Outdoor Lighting Service Agreement, Phase 1 of Showers Complex
9. Addendum #1 to Service Agreement with KONE
10. Addendum #1 to Service Agreement with Ann-Kriss
11. Noise Permit request from Lighthouse Community Church for Outdoor Church Service (July 4, 2021 and September 5, 2021)
12. Approval of Payroll

VI. NEW BUSINESS

1. Change Order #1 for the East Allen Street Traffic Calming Project
2. Change Order #1 for the Moores Pike and Smith Road Project
3. Request from Reed & Sons for Full Street Closure on W. 1st Street

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. 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.



Board of Public Works Staff Report

Project/Event: Lower Cascades/Old State Road 37 Reopening
Staff Representative: Adam Wason
Date: June 18, 2021

City staff will be working to create a new experience for use of the road by re-opening the .6 mile stretch of the road through Lower Cascades. The new experience will be created in the following manner:

- Pave and stripe the road.
- Install traffic calming devices.
- Install signage (speed limit 20 miles per hour; no trucks).
- Install limestone bollards to prevent vehicular access to the spillway section of the creek and convert gravel lot to greenspace.
- Convert additional parking spaces in the southern playground parking lot to accessible parking spaces and 15-minute loading/unloading spaces (the lot would then have one accessible van space, four accessible spaces, and two loading/unloading spaces).
- Install lighting in key locations through the park.

As schedules and timing of the planned roadway improvements firm up over the next few weeks, Public Works staff will request from the Board of Public works an approval to continue temporary closure of the road in order to manage the implementation of the road improvements at their first meeting in July. The road will be a construction zone and need to be closed to all traffic, bikers and pedestrians, with a planned reopening by early September. Staff will also continue to explore the best options for using and enjoying the road through this beautiful park into the future.

Background

The Cascades Road Pilot Closure Project began in March 2020, closing a .6-mile stretch of road through Lower Cascades Park to vehicles in order to gauge the effects of using this section of road as a bike and pedestrian thoroughfare. The pilot closure was part of investigating connectivity options for constructing Phase 5 of the Cascades Trail project,

which aims to connect Lower Cascades Park with Miller Showers Park.

The pilot closure was approved by the Board of Public Works, which has authority over road closures, and was originally set to run through September 2020. However, because the pandemic started shortly after the road pilot closure began, the end date of the pilot closure was extended, again with approval by the Board of Public Works, to the end of June 2021.

Public feedback on this project has been received in a variety of ways: through two online surveys, through in-person meetings, including district constituent meetings, as well as through direct phone calls, public comment during City of Bloomington commission and board meetings.

The pilot closure garnered a lot of feedback, and the following factors were weighed in the recommendation:

Access & Experience: Many citizens cited a loss of access to areas of the park due to disability and/or age. The pilot revealed that for many, simply driving through this stretch of road may be the only way they experience this park, or any park, in Bloomington. Many also cited the loss of informal parking areas along the side of the road in the south side of the park as a restriction to use. These considerations are in line with an approach focused on Universal Design and ensuring that our parks have “something for everyone.”

Accessibility: Accessibility was brought up in many conversations and survey responses. Considering “accessibility” as the formal set of standards defined by the Americans with Disabilities Act, the road pilot closure did not directly affect the accessibility of areas within the park, as many areas were not accessible to begin with. Accessibility will be increased by the completion of the upcoming Phase 5 Trail Project through the construction of additional paved trail and boardwalk.

Survey Results:

In 2019 the Department contracted the services of Eagle Ridge Civil Engineering Services, LLC to evaluate four options for this section of roadway: closing the road to vehicle traffic, closing one lane of the road to vehicle traffic (north or south) and designating one lane for pedestrians/bicycles, or building a new paved side path along the road that in sections would not entirely follow the road. The study included a survey with 212 respondents. Of these respondents 71% choose road closure as the least desirable option. Presented with a hypothetical one-way traffic solution, 35% of respondents preferred traffic traveling north; 26% preferred traffic traveling south; 20% had no preference and 18% did not know. The complete road closure pilot project was a result of this study to garner experience and impact information from members of the community.

The pilot project survey results were mixed. In the [Experience Survey](#), which began in March 2020, of the 458 respondents, 52% indicated they would “definitely want” to keep the road segment as a multi-use trail, while 33% indicated “definitely do not want.” During the pilot closure, 68% of respondents drove to the park, versus around 30% who walked or bicycled.

The [Impact Survey](#) began in fall 2020. Of 394 respondents, 62% said they visited the park less than before, while around 12% said they visited more. When asked to rank (on a scale from 1-7) support of different options, 360 respondents indicated:

- Permanently closing the road to vehicles: 2.2 average rating
- Having only one lane open to vehicles: 2.6 average rating
- Reopening both lanes to vehicles: 5.6 average rating

Traffic: Numerous citizens cited traffic as a concern in meetings and through other feedback channels, citing IU game days (and other major events) and general north side traffic, even with the detour available via Club House Road between Kinser and North Walnut. The closure did eliminate this section of road as a potential detour for accidents and closures along N. Walnut St.

Mixed Use Issues: Converting the road to a bike and pedestrian path presented some use conflicts between types of users: groups of northbound competitive cyclists prefer a roadway versus sharing a path with pedestrians and less experienced cyclists. The shared use between these groups created some safety concerns.

Safety: While the closure did not eliminate safety patrols, it did make it more difficult for park patrol and the Bloomington Police Department to maintain eyes on the park – especially at night. The Parks Department regularly responds to vandalism, trash, and vagrancy in Lower Cascades. Some comments received on the surveys and in person cited loss of access to the drive-across “spillway” and east-side parking as a negative. Staff evaluated the safe and risks of vehicle/people interactions across the spillway. Over the years there are incidents of cars entering the creek having misjudged driving across the spillway.

Streambank Erosion: While some streambank erosion is being addressed by stabilization in the Cascades Trail Phase 5 project, streambank erosion in this park has been an issue for nearly 100 years and will continue to present challenges regardless of whether this segment is used as a road or a trail.

History: This segment of road has history as the traditional “entrance” to Bloomington from the north. Part of the scope of the Cascades Trail Phase 5 project is to celebrate this history through interpretive signage and a nomination for Cascades to the National Register of Historic Places.

Conclusion

The pilot project launched the same week the COVID-19 pandemic was shutting down the city and state. Staff received feedback that this was the worst time to run the pilot. However parks and recreation departments across the country, Bloomington included, experienced increases in park visitors. The pilot survey data certainly reflected the number of people seeking an outdoor experience for physical activity and mental health benefits in all areas of Lower Cascades Park during the pandemic. The survey comments expressed safety concerns, both negative and positive experiences, and improvement suggestions. The information gathered has been taken into consideration to put forth this recommendation for the new approach for use of the road, just like the pilot project. Staff will continue to explore the best options for using and enjoying the road through this beautiful park.

Lower Cascades Park is a destination park with an accessible playground, two shelters, parking lots, a creek and walking trails. The trails in Lower Cascades Park take visitors through the park up to Cascades Golf Course and out past Ferguson Dog Park all the way to Griffy Lake Dam. Construction on a new accessible trail and boardwalk from the Sycamore Shelter back to the waterfall and stream bank erosion improvement project will begin in July creating even more enjoyable ways to experience the park.

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: June 22, 2021

Re: Request to Abate property at 668 North Meadowlark Lane, Bloomington, IN

Attachments:

1. Notice of Violation Issued on
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

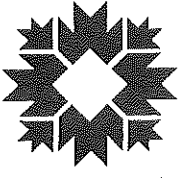
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 26, June 2, and June 10, 2021, a Neighborhood Compliance Officer inspected the property located at 668 North Meadowlark Lane, 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 Rixon Fu. (Hereinafter the “Owner”) because they are 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.



Notice of Violation

Housing & Neighborhood Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47408
www.bloomington.in.gov/hand/

Date 5-26-21 ^{wed} Time 10:25A Address/location 668 N. Meadowlark Lane

Issued by: 230 47408

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# 48396

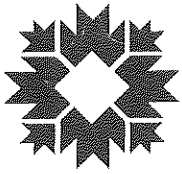
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

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 RIXIN FU
 Address 668 N. MEADOWLARK LN
 City BLOOMINGTON State IN
 Zip Code 47408

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 6.2.21 ^{wed} Time 1:48P Address/location 668 N. Meadowlark Lane
Issued by: 230 47408

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# 48442

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).

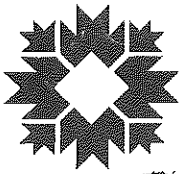
Comments: Cut the overgrowth

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 Rixin Fu
Address 668 N. MEADOWLARK LN
City BLOOMINGTON State IN
Zip Code 47408

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 6-10-21 ^{Thurs} Time 4:22p Address/location 668 N Meadowlark Lane
Issued by: 230 47408

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# 48521

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 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 RIXIN FU
 Address 668 N MEADOW LARK LN
 City BLOOMINGTON State IN
 Zip Code 47408

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

BPW: 6-22-21

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Rixin Fu ("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 **668 N Meadowlark Ln.** Bloomington 47408, under parcel number **53-05-35-400-062.012-005** and whose legal description is **013-24000-12 Meadowlark Lane 3-Lot Lot 1** (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 June 22, 2021** 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

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

5092 6529 6259 2605
7001 2510 0003 0000 0T52 T002

OFFICIAL USE

Postage	\$ 6.90	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Maxin Fu
668 N MEADOWLARK LN
BLOOMINGTON, IN 47408

See for Instructions



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MENARDS
Dedicated to Service & QualitySM
VISIT MENARDS.COM
Dedicated to Service & QualitySM
244-1500
1-800-875-8110

Monroe County, IN

668 N Meadowlark LN, Bloomington, IN 47408-2733
53-05-35-400-062.012-005



Parcel Information

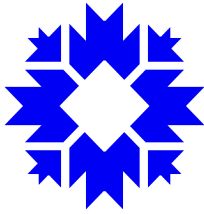
Parcel Number: 53-05-35-400-062.012-005
Alt Parcel Number: 013-24000-12
Property Address: 668 N Meadowlark LN
Bloomington, IN 47408-2733
Neighborhood: Grandview Hills - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Fu, Rixin
Owner Address: 668 N Meadowlark Lane
Bloomington, IN 47408
Legal Description: 013-24000-12 Meadowlark Lane 3-Lot
Lot 1

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.2	



City of Bloomington
Housing and Neighborhood Development

On May 26, June 2 and June 10, 2021 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 668 N. Meadowlark Lane. 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.

This request is for a **continuous abatement through May 26, 2022.**

BPW Meeting Date: June 22, 2021
Property Owner: Rixin Fu
Address: 668 N. Meadowlark Lane, Bloomington, IN 47404
Is this a rental? No
Agent: N/A
Address: N/A
Parcel Number: 53-05-35-400-062.012-005
Legal Description: 013-24000-12 Meadowlark Lane 3-LotLot 1

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 On May 26, June 2, and June 10, 2021 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 22, 2021.

The Board of Public Works now finds as follows:

1. Rixon Fu (Hereinafter the “Owner”) own the real estate located at 668 North Meadowlark Lane, Bloomington, IN 47404, under parcel number 53-05-35-400-062.012-005 and whose legal description is 013-24000-12 Meadowlark Lane 3-Lot 1 (Hereinafter the “Property”)
2. On May 26, June 2 and June 10, 2021, 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 AND EXPIRES ON THE 26th DAY OF MAY, 2022.**
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 ____ Day of _____, 20 ____.

Dana Palazzo, President
Board of Public Works
City of Bloomington

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: June 22, 2021

Re: Request to Abate property at 740 South Westwood Drive, Bloomington, IN

Attachments:

1. Notice of Violation Issued on
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

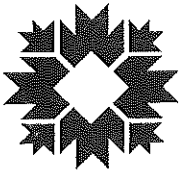
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 21, May 28, June 1, June 4, and June 7, 2021, a Neighborhood Compliance Officer inspected the property located at 740 South Westwood Drive. (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 John Miller and John Miller Jr. (Hereinafter the “Owner”) because they are the Owners 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.



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 5/21/21 Time 3:30 p Address/location 740 S. Westwood Dr. 47403
Issued by: 219

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# 48379

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: Mow the grass.

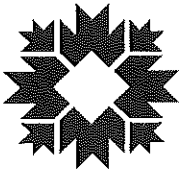
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 JOHN MILLER
Address 740 S. WESTWOOD DR
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 5/28/21 Time 3⁰³ p Address/location 740 S [REDACTED] DR
Issued by: 219 Westwood 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# 48432

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: Mow the grass. Daily tickets will start on June 1, 2021 if not in compliance.

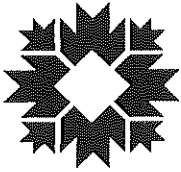
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please 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 JOHN & JOHN JR MILLER
Address 740 S WESTWOOD DR
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 6/1/21 Time 3⁰⁰ Address/location 740 S. Westwood Dr.
47403
Issued by: 219

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# 48440

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: Mow the grass.

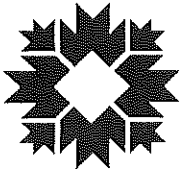
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please 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 JOHN MILLER
 Address 740 S. WESTWOOD DR
 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 6/4/21 Time 9¹⁵a Address/location 740 S. Westwood Dr.
47403
 Issued by: 219

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# 48483

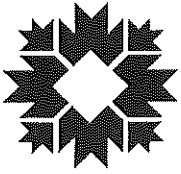
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Mow the grass. If property is not in compliance by Monday June 7, 2021 property will go to BPW 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 JOHN MILLER
 Address 740 S. WESTWOOD DR
 City BLOOMINGTON State IN
 Zip Code 47403

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 6/7/2021 Time 2:45 p Address/location 740 S Westwood Dr. 47403
Issued by: 209

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# 48486

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: Mow the grass.

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 JOHN & JOHN MILLER JR
Address 740 S WESTWOOD DR
City BLOOMINGTON State IN
Zip Code 47403

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

BPW: 6-22-21

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: John & John Miller Jr ("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 **740 S Westwood Dr.** Bloomington 47403, under parcel number 53-09-01-204-021.000-016 and whose legal description is 017-00590-00 HIGHLAND VILLAGE 12A LOT 499 (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 June 22, 2021** 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

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

2192 6529 E000 0T52 T002

OFFICIAL USE

Postage	\$ 6.96
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

John & John Jr. Miller
740 S WESTWOOD DR
BLOOMINGTON, IN 47403

See for instructions





Monroe County, IN

740 S Westwood DR, Bloomington, IN 47403-1779
53-09-01-204-021.000-016



Parcel Information

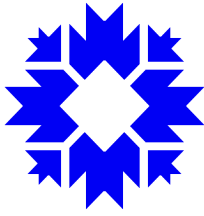
Parcel Number: 53-09-01-204-021.000-016
Alt Parcel Number: 017-00590-00
Property Address: 740 S Westwood DR
Bloomington, IN 47403-1779
Neighborhood: Highland Village - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Miller, John A & John A Jr
Owner Address: 740 S Westwood Dr
Bloomington, IN 47403
Legal Description: 017-00590-00 HIGHLAND VILLAGE 12A
LOT 499

Taxing District

Township: VAN BUREN TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.3	



**City of Bloomington
Housing and Neighborhood Development**

On 05/21/21; 05/28/21; 06/01/21; 06/04/21; 06/07/21 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 740 S. Westwood Dr. 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.

This request is for a **continuous abatement through May 21, 2022.**

BPW Meeting Date: 06/22/2021
Property Owner: John Miller
Address: 740 S. Westwood Dr. Bloomington, IN 47403
Is this a rental? no
Agent: N/A
Address: N/A
Parcel Number: parcel # 53-09-01-204-021.000-016
Legal Description: 017-00590-00 Highland Village Lot 499

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 On May 21, May 28, June 1, June 4, and June 7, 2021, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 22, 2021.

The Board of Public Works now finds as follows:

1. John Miller and John Miller Jr. (Hereinafter the “Owner”) own the real estate located at 740 South Westwood Drive, Bloomington, IN 47403, under parcel number 53-09-01-204-021.000-016 and whose legal description is 017-00590-00 Highland Village 12A Lot 499 (Hereinafter the “Property”)
2. On May 21, May 28, June 1, June 4, and June 7, 2021, 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 AND EXPIRES ON THE 21st DAY OF MAY, 2022.**
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 ____ Day of _____, 20 ____.

Dana Palazzo, President
Board of Public Works
City of Bloomington

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: June 22, 2021

Re: Request to Abate property at 1450 North Willis Drive, Bloomington, IN

Attachments:

1. Notice of Violation Issued on
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

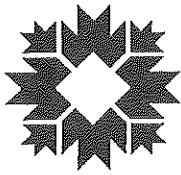
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. Bloomington Municipal Code § 6.06.020 makes it unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
3. On May 10, May 13, May 25, June 9, and June 11, 2021, a Neighborhood Compliance Officer inspected the property located at 1450 North Willis 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”).
4. The NOV were issued to JSA Investments Willis, LLC (Hereinafter the “Owner”) because it is the Owner(s) 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 and also BMC § 6.06.020 in that the owner has placed, scattered, suffered or permitted any garbage, rubbish, trash, or other refuse to be placed or deposited on the premises
5. The violations have not been corrected and the NOV were not appealed.
6. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).
8. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. 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.



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 3.30.21 Time 10:30 AM Address/location 1450 N Willis Dr 47404

Issued by: 218

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# 47808

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# _____

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: Clean up trash around dumpster, scattered trash on the property, bags of trash, and trash around dog trash can.

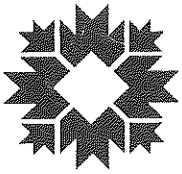
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 ISA Investments Willis LLC
 Address 1600 A St. Ne Ste. 18
 City Linton State IN
 Zip Code 47441

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 4-7-21 Time 2:46pm Address/location 1450 N Willis, DR 47404

Issued by: 218

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# 47859

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# _____

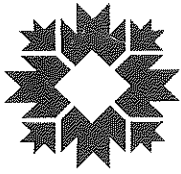
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Remove mattress, Box Springs, Clean up all scattered trash on the property including in dumpster area

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 JSIA Investments Willis LLC
 Address 1600 A Street Ste 18
 City Winton State IN
 Zip Code 47441

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 4.21.21 Time 1:55 pm Address/location 1450 N Willis Dr 47404

Issued by: 218

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# 47910

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# _____

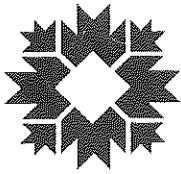
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clean up all scattered trash on property including around dumpster

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 JSA Investments Willis LLC
 Address 1600 A St. Ne Ste 18
 City Linton State IN
 Zip Code 47441

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 5.10.21 Time 11:40 AM Address/location 1450 N Willis Dr 47404

Issued by: 218

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# 48152

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# 48153

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: Clean up all trash around dumpster
Now all overgrown grass on the property

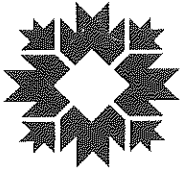
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 JSA Investments Llc
Address 1600 A Street NE Ste 18
City Winton State IN
Zip Code 47441

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 5.13.01 Time 11:15 am Address/location 1450 N Willis Dr 47404

Issued by: 218

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# 48225

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# _____

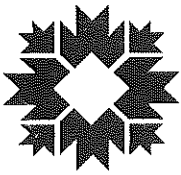
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clear up all trash on the property and around the dumpster.

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 JSA Investments Llc
 Address 1600 A Street Nw Ste 18
 City Winton State IN
 Zip Code 47441

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 5.25.21 Time 2:21 pm Address/location 1450 N Willis Dr 47404

Issued by: _____

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).

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Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 48393

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# 48394

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: Clean up track around dumpster and on Property.
Mow all overgrown grass on the property.

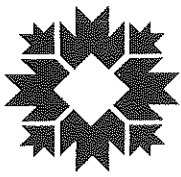
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
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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 JSA Investments Willis LLC
Address 1600 A St. Ne Ste 18
City Linton State IN
Zip Code 47441

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 6.9.21 Time 1235 pm Address/location 1450 N Willis Dr 47404

Issued by: 218

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# 48501

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# 48502

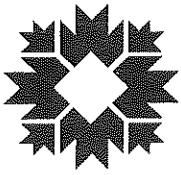
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clean up all trash on the property including around the dumpster.
Mow all overgrown grass on the property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed 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 JSA Investments LLC
 Address 1600 A Street NE Ste 18
 City Winton State IN
 Zip Code 47441

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 6-11-21 Time 11:20 am Address/location 1450 N Willis Dr 47404

Issued by: 218

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# 48522

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# 48523

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: Clean up all scattered trash on the property.
Mow all overgrown grass on the property

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed 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 USA Investments Llc
Address 1600 A Street Ne Ste 18
City Linton State IN
Zip Code 47441

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

BPW: X 6-22-21

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Jsa Investments Willis 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 **1450 N Willis Dr.** Bloomington 47404, under parcel number 53-05-29-400-094.000-005 and whose legal description is 013-38810-00 PT SW SE 29-9-1W 1.13A; PLAT 373 (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 June 22, 2021** 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

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 2510 0003 6529 6259 2582

OFFICIAL USE

Postage	\$ 6.96
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Postmark
Here

Jsa Investments Willis Llc
1600 NE A ST 18 STE
LINTON, IN 47441

Use for Instructions



For Rent 1000
1000 sq. ft. available for rent. Call 1-800-555-1234
1000 sq. ft. available for rent. Call 1-800-555-1234
1000 sq. ft. available for rent. Call 1-800-555-1234
1000 sq. ft. available for rent. Call 1-800-555-1234
1000 sq. ft. available for rent. Call 1-800-555-1234
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1000 sq. ft. available for rent. Call 1-800-555-1234







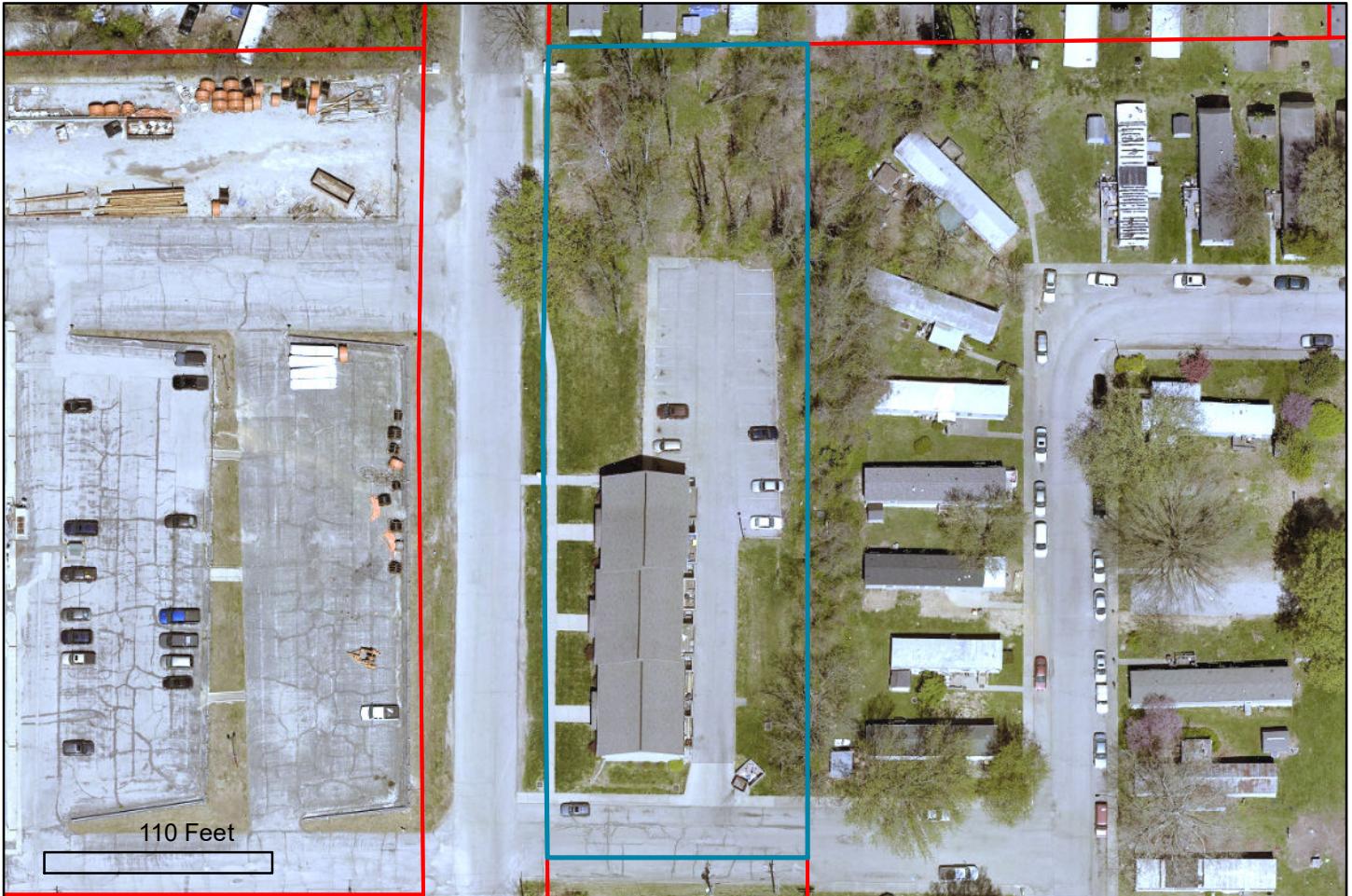
NO PARKING
IN FRONT OF
BUS STOP
15' & 30' ZONE

MONITORED
PERMIT
PARKING ONLY
UNAUTHORIZED
VEHICLES WILL BE
TOWED AT
OWNER'S RISK
612-250-4642



Monroe County, IN

1450 N Willis DR, Bloomington, IN 47404
53-05-29-400-094.000-005



Parcel Information

Parcel Number: 53-05-29-400-094.000-005

Alt Parcel Number: 013-38810-00

Property Address: 1450 N Willis DR
Bloomington, IN 47404

Neighborhood: 33 BBLOOMINGTON CITY - BASE - COM - A

Property Class: 4 to 19 Family Apartments

Owner Name: JSA Investments Willis LLC

Owner Address: 1600 A Street NE Ste 18
Linton, IN 47441

Legal Description: 013-38810-00 PT SW SE 29-9-1W
1.13A; PLAT 373

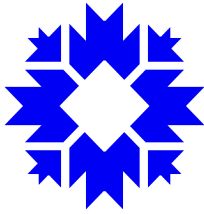
Taxing District

Township: BLOOMINGTON TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	1.13	



City of Bloomington
Housing and Neighborhood Development

On 05/10/2021, 05/13/2021, 05/25/2021, 06/09/2021, 06/11/2021 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 1450 N Willis 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.

This request is for a continuous abatement through (1 year from date of 1st citation)

BPW Meeting Date: June 22, 2021
Property Owner: JSA Investments Willis Llc
Address: 1600 A St. NE Ste 18 Linton, IN 47441
Is this a rental? Yes
Agent: N/A
Address: N/A
Parcel Number: 53-05-29-400-094.000-005
Legal Description: 013-38810-00 PT SW SE 29-9-1W 1.13A; PLAT 373

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

This matter is before the Board of Public Works for Abatement of Notice of Violations issued On May 10, May 13, May 25, June 9, and June 11, 2021, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 22, 2021.

The Board of Public Works now finds as follows:

1. JSA Investments Willis, LLC (Hereinafter the "Owner") owns the real estate located at 1450 North Willis Drive, Bloomington, IN, under parcel number 53-05-29-400-094.000-005 and whose legal description is 013-38810-00 PT SW SE 29-9-1W 1.13A; PLAT 373 (Hereinafter the "Property")
2. On May 10, May 13, May 25, June 9, and June 11, 2021, A City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050, and garbage and trash in violation of BMC § 6.06.020.
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, garbage, trash, and other refuse.
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 AND EXPIRES ON THE 10th DAY OF MAY, 2022.**
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 ____ Day of _____, 20____.

Dana Palazzo, President
Board of Public Works
City of Bloomington

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: June 22, 2021

Re: Request to Abate property at 1633 South Pinestone Court, Bloomington, IN

Attachments:

1. Notice of Violation Issued on
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

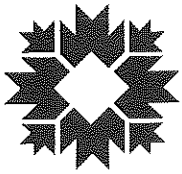
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 26, and June 1, 2021, a Neighborhood Compliance Officer inspected the property located at 1633 South Pinestone Ct. (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 William Moore (Hereinafter the “Owner”) because he is the Owner(s) 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.



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 5-26-21 Time 10:45 Address/location 1633 S. Pinestone ct 47401

Issued by: 208

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# 48395

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.

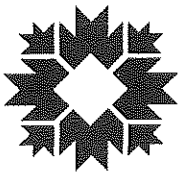
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Moore, William
 Address 1633 S. Pinestone ct.
 City Bloomington State IN
 Zip Code 47401

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 6-1-21 Time 8:30 Address/location 1633 S. Pinestone ct. 47401

Issued by: 208

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# 48435

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 Moore, William
 Address 1633 S. Pinestone ct.
 City Bloomington State IN.
 Zip Code 47401

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

BPW: 6-22-21

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: William Moore ("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 **1633 S Pinestone Ct**, Bloomington 47401, under parcel number **53-08-09-105-012.000-009** and whose legal description is **015-27650-10 PINESTONE LOT 10** (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 June 22, 2021** 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

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

7001 2510 0000 0152 T002
6492 6529 6000 2643

Postage	\$ 6.96
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

William Moore
1633 S PINESTONE CT
BLOOMINGTON, IN 47401

See for Instructions



INDIANA
2285
MUNICIPAL

RANGER

Ford



Monroe County, IN

1633 S Pinestone CT, Bloomington, IN 47401-6581
53-08-09-105-012.000-009



Parcel Information

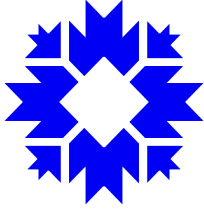
Parcel Number: 53-08-09-105-012.000-009
Alt Parcel Number: 015-27650-10
Property Address: 1633 S Pinestone CT
Bloomington, IN 47401-6581
Neighborhood: Pinestone Court - V
Property Class: Vacant - Platted Lot
Owner Name: Moore, William
Owner Address: 1633 S Pinestone Ct
Bloomington, IN 47401
Legal Description: 015-27650-10 PINESTONE LOT 10

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	None	66x0



**City of Bloomington
Housing and Neighborhood Development**

On 05/26/2021, 06/01/2021 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 1633 South Pinestone Ct. 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.

This request is for a **continuous abatement through May 26, 2022.**

BPW Meeting Date: 06/22/2021
Property Owner: William Moore
Address: 1633 South Pinestone Ct.
Is this a rental? NO
Agent: N/A
Address: N/A
Parcel Number: 53-08-09-105-012.000-009
Legal Description: 015-27650-10 Pinestone lot 10

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 On May 26, and June 1, 2021, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 22, 2021.

The Board of Public Works now finds as follows:

1. William Moore (Hereinafter the “Owner”) owns the real estate located at 1633 South Pinestone Court, Bloomington, IN 47401, under parcel number 53-08-09-105-012.000-009 and whose legal description is 015-27650-10 Pinestone Lot 10 (Hereinafter the “Property”)
2. On May 26 and June 1, 2021, 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 AND EXPIRES ON THE 26th DAY OF MAY, 2022.**
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 ____ Day of _____, 20 ____.

Dana Palazzo, President
Board of Public Works
City of Bloomington

The Board of Public Works meeting was held on Tuesday, June 08, 2021, at 5:30 pm virtually through Zoom. Kyla Cox Deckard presiding.

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

Present: Beth H. Hollingsworth
Kyla Cox Deckard

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Jackie Moore – City Legal
Paul Kehrberg – Engineering
Patrick Dierkes – Engineering

Beth Hollingsworth wanted to say to everyone who works outside that we're getting into the heat, rain, humidity and cicada season and to be safe, drink lots of fluids, and take care.

**MESSAGES FROM
BOARD MEMBERS**

Public Comments: Carole Canfield commented on the Lower Cascades road closure. Cox Deckard thanked Canfield for her time and comments.

**PETITIONS AND
REMONSTRANCES**

1. Approval of Minutes – May 25, 2021
2. Night-time Work Request from Miller Pipeline for South Walnut Street
3. Continuation of Parklet Program, Pick-Up/Drop-Off Zones, and Kirkwood Closures through 10/31/2021
4. Blue Ridge Neighborhood Block Party
5. Approval of Payroll

CONSENT AGENDA

Hollingsworth made a motion to approve Consent Agenda. Cox Deckard seconded. Cox Deckard took a roll call vote.

Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Amendment #1 to MOU with CBU for Construction Cost Sharing on the 7th Street Bike Lane Improvements Project. See meeting packet for details.

Board Comments: None.

Hollingsworth made a motion to approve Amendment #1 to MOU with CBU for Construction Cost Sharing on the 7th Street Bike Lane Improvements Project. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented Preliminary Engineering Contract with Shrewsberry & Associates for Bloomington Hospital Re-Use (BHRU) Infrastructure & Engineering Phase 1 East Project. See meeting packet for details.

Board Comments: Hollingsworth wanted to clarify that this project does not include the hospital. Dierkes confirmed and commented that the hospital will be demolished by IU Health. Cox Deckard mentioned that during the session it was discussed that this project is for the design plan and that a developer will be identified at a later date. Dierkes confirmed. Hollingsworth asked if the greenway street would be part of the design or if it would come later. Dierkes answered it is included in this design.

Hollingsworth made a motion to approve Preliminary Engineering Contract with Shrewsberry & Associates for Bloomington Hospital Re-Use (BHRU) Infrastructure & Engineering Phase 1 East Project. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Agreement with the Lands Group, LLC. dba Bloomington Garage Floors for Installation of Epoxy Flooring at FS#2 on behalf of J.D. Boruff. See meeting packet for details.

NEW BUSINESS
Amendment #1 to MOU with CBU for Construction Cost Sharing on the 7th Street Bike Lane Improvements Project

Preliminary Engineering Contract with Shrewsberry & Associates for Bloomington Hospital Re-Use (BHRU) Infrastructure & Engineering Phase 1 East Project

Agreement with the Lands Group, LLC. dba Bloomington Garage Floors for Installation of Epoxy Flooring at FS#2

Board Comments: None

Hollingsworth made a motion to approve Agreement with the Lands Group, LLC. dba Bloomington Garage Floors for Installation of Epoxy Flooring at FS#2. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, mentioned that the College Mall Road repaving project is complete. Temporary striping is down and permanent striping will be done in the upcoming weeks. Mentioned projects that are starting and that the City is in the paving season. Explained the project on 7th Street between Indiana and Woodlawn was originally going to be a one lane closure, but with intermittent full road closures, the time to complete the project can be cut in half. Hollingsworth asked if the road closures would be for a full 24 hours. Wason confirmed.

Hollingsworth made a motion to approve claims in the amount of \$4,270,589.55. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Cox Deckard called for adjournment at 5:40 p.m.

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

**STAFF REPORTS AND
OTHER BUSINESS**

CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer

Petitioner/Representative: INTIMECO Productions/Bill Bartley

Staff Representative: Sean Starowitz

Meeting Date: June 22, 2021

The 22nd Hoosiers Outrun Cancer is scheduled for Saturday, September 25, 2021 and is a benefit for the IU Health Olcott Center and Bloomington Hospital Foundation. Most of the route is on the Indiana University campus in the area of Memorial Stadium, but there are some City streets utilized. Petitioners also request a noise waiver for live music and race announcements. The race/walk starts at 10 am and concludes at 11:30 am. Memorial Stadium is the staging area and the activities take place on the stadium's west side where the events start and finish.

IUPD handles the traffic control for the event. BPD has approved of this route, and there is no need for an additional Parade Permit.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Bill Bartley		
Contact Phone:	317.340.7506	Mobile Phone:	317.340.7506
Title/Position:	Race Director – Event Manager		
Organization:	INTIMECO Productions for Cancer Support Community South Central Indiana (CSCSCI), Bloomington Health Foundation (BHF) and the Hoosiers Outrun Cancer 5K		
Address:	211 Pamela Parkway		
City, State, Zip:	Brownsburg, IN 46112		
Contact E-Mail Address:	bill@hoosiersoutruncancer.com		
Organization E-Mail and URL:	www.hoosiersoutruncancer.org		
Org Phone No:	317.340.7506	Fax No:	NA

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

Organization Name:	Bloomington Health Foundation – Lauren Dexter		
Address:	320 West 8 th Street, Suite #116		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	ldexter@bloomhf.org		
Phone Number:	812.353.5873	Mobile Phone:	
Organization Name:	Cancer Support Community South Central Indiana – Eric Richards		
Address:	320 West 8 th Street, Suite #116		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	eric@cancersupportindy.org		
Phone Number:	317.767.1237	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	
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3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)
Date(s) of Event:	September 25 th , 2021
Time of Event:	Date: 9/25/2021 Start: 10:00am Date: 9/25/2021 End: 11:30am
Setup/Teardown time Needed	Date: 9/25/2021 Start: 9:00am Date: 9/25/2021 End: 11:30am
Calendar Day of Week:	Saturday
Description of Event:	Hoosiers Outrun Cancer 5K Run/Walk
List of Street Closures (If applicable)	<p>What roads will be closed for the 5K?</p> <p>17th street from Gate 6/N. Fess Ave. to N. Dunn street will be closed from about 10:10am until no later than 11:10am.</p> <p>Dunn street from 17th street to the Indiana SR46 bypass will be closed from about 10:10am until no later than 10:45am.</p> <p>Indiana Avenue from 17th street to 10th street will be closed from about 10:10am until no later than 11:10am.</p> <p>East Cottage Grove Avenue from Indiana Avenue to Woodlawn Avenue will be closed from about 10:15am until no later than 11:20am.</p> <p>Woodlawn Avenue from East Cottage Grove Avenue to 13th Street will be closed from about 10:20am until no later than 11:40am.</p> <p>13th Street from Woodlawn Avenue to Fee Lane will be closed from about 10:20am until no later than 11:40am.</p>

	<p>Fee Lane from 13th Street to East Law Lane will be closed from about 10:20am until no later than 11:50am.</p> <p>East Law Lane from Fee Lane to Jordan Avenue will be closed from about 10:20am until no later than 11:50am.</p> <p>Jordan Avenue from East Law Lane to 17th street will be closed from about 10:20am until no later than 11:50am.</p> <p>17th street from Jordan Avenue to the Jordan extension will be closed from about 10:20am until no later than 11:55am.</p> <p>Jordan extension from 17th street to Fee Lane will be closed from about 10:20am until no later than 11:55am.</p> <p>Fee Lane at the intersection of the Jordan extension will be closed from about 10:20am until no later than 12:15pm.</p> <p>From this location onward the HOC 5K course is wholly contained inside the IU Athletics parking PURPLE lot.</p>	
Expected Number of Participants:	4000-5000	Expected # of vehicles (Use of Parking Spaces to close): 0

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

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

<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

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

6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

<input type="checkbox"/>	<p>No Parking Signs</p> <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs
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NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

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

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

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

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Autumn Salamack Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

2021 Hoosiers Outrun Cancer 5K permit application addendum

In response to items listed in Section 5 of the Community Event – Right of Way use application

In the pages below are the course MAPs and detailed IUPD traffic control locations, HOC volunteer locations for course monitoring, cheer sections, course directions, as well as EMS and water station locations. On the four pages following the MAP is our detailed course management plan that mirrors the MAP. ALL streets used are closed to motor traffic.

With respect to notifications to business and residents along the race route this will be our 22nd year for this event and the same route as the last 5 years. We make known the dates, times, and routes of the race through various media outlets including local newspapers (print and online), multiple local radio stations, about 75 yard signs specifically related to race day routes and traffic posted along the race route about 10 days prior to race day, our website FAQ contains links to detailed road closure information (<http://www.hoosiersoutruncancer.org/RoadsClosedFAQ.pdf>), informational links are posted on all HOC social media platforms and finally as race manager my email and phone number is available on numerous website locations and all messages are responded to in less than 24 hours.

With respect a waste and recycling plan our event is wholly contained on IU Athletics properties and we use their containers and protocols. The only exceptions is the refuse generated at the two on course water stations that is collected during a post-race full course sweep. It is all then returned to the finish line for disposal with the other onsite garbage. As event manager I would be the point of contact for implementation of these operations.

Liability insurance proof will be supplied as outlined once approval is received.

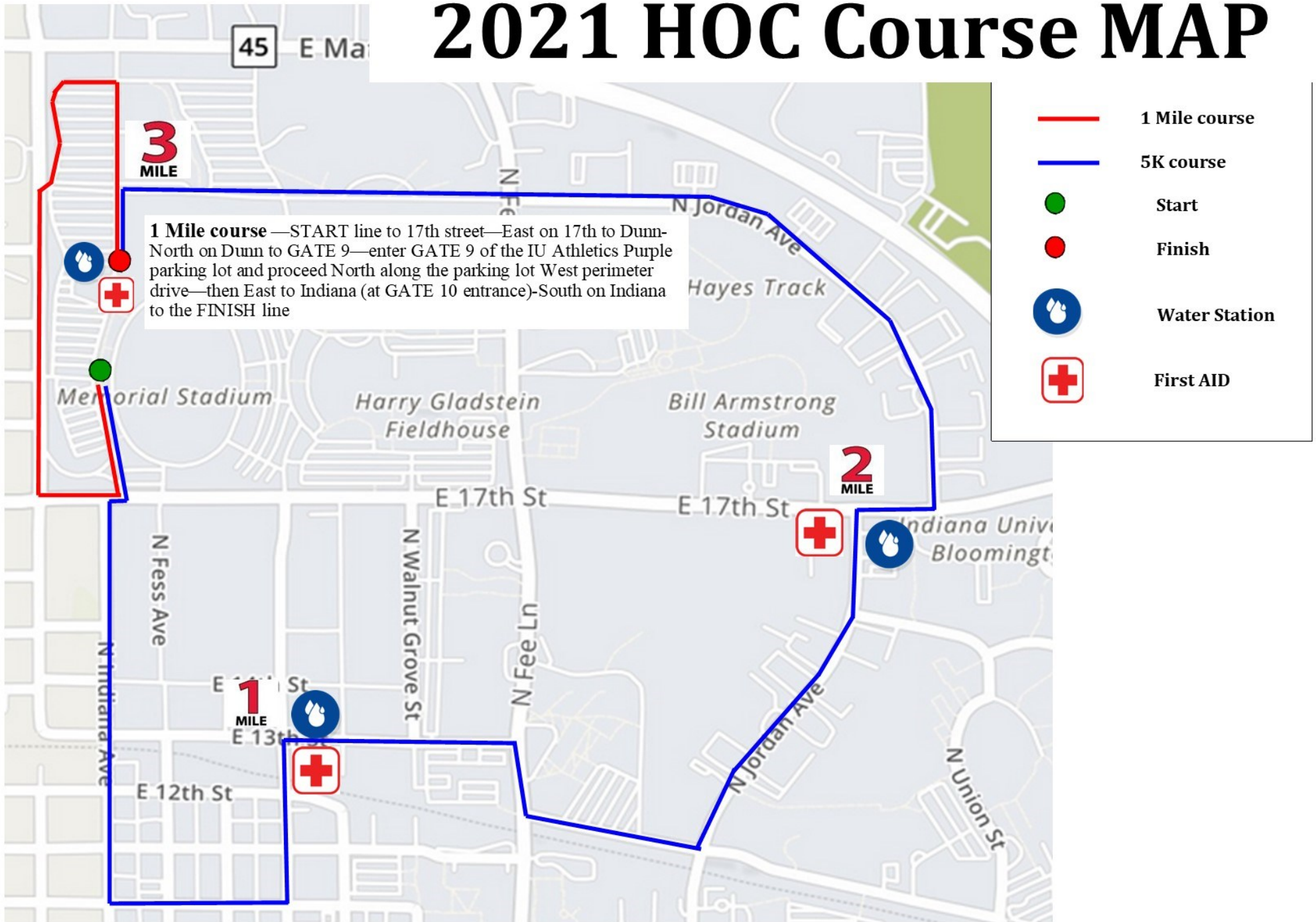
No noise permit required.

No Beer and Wine permit required.

No parade permit required.

No Park special use permit is required.

2021 HOC Course MAP



5K course —START line to 17th street—West on 17th to Indiana—South on Indiana to Cottage Grove—East on Cottage Grove to Woodlawn—North on Woodlawn to 13th—East on 13th to Fee—South on Fee to Law—East on Law to Jordan—North on Jordan to 17th—East on 17th to Jordan—North and West on Jordan across Fee and across Woodlawn to Indiana (in the IU Athletics Purple parking lot) - South on Indiana to the FINISH line

The HOC 1 Mile course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations

Traffic Control officers - IUPD or other contracted police officers	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
Purple lot at Gate 10 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Purple LOT is full or 9:50 whichever comes first	Traffic Control officers - IUPD
Purple lot at Gate 11 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate at no later than 9:50am	Traffic Control officers - IUPD
Dunn Street will be closed to ALL motor traffic from 9:55am until all 1 Mile participants have entered the Purple lot at Gate 9	closed from 9:55a to 10:25a
	Traffic Control officers - IUPD
1 Mile Run/Walk starts at 10:00AM	
START LINE - lead cyclist	Traffic Control officers - IUPD
START LINE - from the White lot go South to BUS Parking on southside of the stadium	Committee
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - BLOCKING Westbound 17th street traffic	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
17th street and N. Indiana Avenue intersection - continue West	Directional Volunteers
17th street and Dunn Street intersection - BLOCKING Northbound Dunn and Eastbound 17th	Traffic Control officers - IUPD
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
Dunn Street/Convenience store parking lot entrance/exit - Dunn Street is CLOSED	Directional Volunteers
Dunn Street/18th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/19th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/19th street intersection - GATE 8 is closed - Dunn Street is CLOSED to all motor traffic	Directional Volunteers

Dunn Street/20th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Varsity Lane intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Varsity Lane intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Varsity Gate Apartment parking lot entrance/exit - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street and SR46 bypass - close Dunn at the bypass 9:55 until last 1 Mile Race participant enters GATE 8	Traffic Control officers - IUPD
Dunn Street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
Dunn Street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Follow the perimeter road through the BEND to the NORTHWEST corner of the PURPLE lot - continue North (go straight)	Directional Volunteers
Continue on the perimeter road to the NORTHWEST corner of the PURPLE lot - turn East on the perimeter road - (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
In the PURPLE lot at the Jordan/Woodlawn intersection - closed to Jordan Westbound thru traffic 9:50am-10:50am	Directional Volunteers
In the PURPLE lot at the Jordan/Woodlawn intersection - closed to Jordan Westbound thru traffic 9:50am-10:50am	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION
FINISH LINE - IU Health ALS transport and EMS service	Water / AID STATION

The HOC 5K course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
5K Run/Walk starts at 10:20AM	
START LINE - White lot go South to GATE 6 at 17th street	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
START LINE - following cyclist with last 5K participant (Sweeper)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn) - BLOCKING Westbound 17th	Traffic Control officers - IUPD
17th street and Dunn Street intersection - BLOCKING Eastbound 17th	Traffic Control officers - IUPD
17th street and N. Indiana Avenue intersection - go South (left turn)	Traffic Control officers - IUPD
17th street and N. Indiana Avenue intersection - go South (left turn)	Directional Volunteers
N. Indiana Ave and E. 13th Street intersection - continue South	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn) #1 - monitor fire station	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn) #2 - monitor fire station	Directional Volunteers
10th Street and Woodlawn - block Northbound traffic on Woodlawn	Traffic Control officers - IUPD
N. Woodlawn Avenue at 11th street intersection - continue North - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Southside - continue North - #1 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Southside- continue North - #2 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Northside - continue North - #3 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Northside - continue North - #4 - monitor fire station	Directional Volunteers
N Woodlawn Ave. at E. 13th Street intersection - go East (right turn) - monitor fire station	Traffic Control officers - IUPD
N Woodlawn Ave. at E. 13th Street intersection - go East (right turn) - monitor fire station	Directional Volunteers
Water station 1 - E. 13th Street just past N. Woodlawn Ave. intersection	Water / AID STATION
Water station 1 - E. 13th Street just past N. Woodlawn Ave. intersection - IC-EMS at this location - 2 EMT/1 First Aider	Water / AID STATION
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Traffic Control officers - IUPD
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Directional Volunteers
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Traffic Control officers - IUPD
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Directional Volunteers
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Traffic Control officers - IUPD
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Directional Volunteers

N. Jordan Ave. at approximately ALPHA CHI OMEGA HOUSE	Traffic Control officers - IUPD
N. Jordan Ave. at approximately EVANS SCHOLARS HOUSE	Traffic Control officers - IUPD
N. Jordan Ave. at East Lingelbach Lane	Traffic Control officers - IUPD
Water station 2 - N. Jordan Ave. just past E. Lingelbach Lane intersection - Right hand side of street	Water / AID STATION
Water station 2 - N. Jordan Ave. just past E. Lingelbach Lane intersection - RH side of street - IC-EMS at this location - 2 EMT/1 First Aider	Water / AID STATION
N. Jordan Ave. at E. 17th Street intersection - BLOCKING Eastbound 17th Street traffic	Traffic Control officers - IUPD
E. 17th Street at N. Jordan Ave. (extension) intersection - ALLOW NO MOTOR TRAFFIC ONTO JORDAN EXT.	Traffic Control officers - IUPD
E. 17th Street at Lingelbach intersection - Route Westbound 17th traffic to Lingelbach	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at about Alpha Omicron Pi (1415 N. Jordan) and Delta Zeta (1423 N. Jordan) to slow exiting motorist	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at about TKE (1640 N. Jordan) to slow exiting motorist	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection	Traffic Control officers - IUPD
Fee Lane and SR46 bypass intersection - NO Southbound traffic allowed	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #1	Directional Volunteers
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #2	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #1	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #2	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #1	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #2	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION

**BOARD OF PUBLIC WORKS
RESOLUTION 2021 – 18**

INTIMECO PRODUCTION FOR HOOSIERS OUTFUN CANCER 5K RUN

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets;
and

WHEREAS, INTIMECO Production for Hoosiers Outrun Cancer has requested use of city streets to conduct a one (1) mile walk or run and a 5K Run; and

WHEREAS, INTIMECO Production for Hoosiers Outrun Cancer has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Bloomington Hospital Foundation INTIMECO Production for Hoosiers Outrun Cancer between the hours of 9:00 am and 11:30 am, on Saturday, September 25, 2021: E. 17th Street, N. Indiana Avenue, E. 13th Street, E. Cottage Grove, E. 11th Street, N. Walnut Grove, N. Fee Lane, E. Law, N. Jordan, N. Dunn Street and N. Woodlawn Avenue.
3. The street closures outlined above are for the purposes of allowing INTIMECO Production for Hoosiers Outrun Cancer to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 25, 2021.
4. INTIMECO Production for Hoosiers Outrun Cancer shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. INTIMECO shall obtain, and place at INTIMECO's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. INTIMECO Production for Hoosiers Outrun Cancer agrees to close the streets not before 9 am on Saturday, September 25, 2021 and to remove barricades and signage by 11:30 am on Saturday, September 25, 2021.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as

RESOLUTION 2021-18

part of the event. Cleanup shall be completed by 11:30 am on Saturday, September 25, 2021.

6. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
7. INTIMECO Production for Hoosiers Outrun Cancer shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, INTIMECO Production for Hoosiers Outrun Cancer, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 22nd DAY OF JUNE, 2021.

BOARD OF PUBLIC WORKS:

INTIMECO PRODUCTION FOR HOOSIERS OTRUN CANCER

Dana Palazzo - President

Signature

Beth H. Hollingsworth – Vice President

Printed Name

Kyla Cox Deckard – Secretary

Position

Date

RESOLUTION 2021-18



Board of Public Works Staff Report

Project/Event: El Mercado

Petitioner/Representative: Nico Sigler

Staff Representative: Sean Starowitz

Date: 6/22/21

Event Date: 3rd Sunday of the Month through December 2021

The El Mercado Market is seeking the use of N Elm Street from 12 pm – 6 pm on ever third Sunday of the month. This market is in partnership with the Banneker Community Center. The Market dates are July 18, August 15, September 19, October 17, November 21 and December 19.

There will be music, food, interactive activities, and fun for all ages. The market will take place rain or shine.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Nico Sigler		
Contact Phone:	210-291-9257	Mobile Phone:	Same
Title/Position:	Vemdor coordinator		
Organization:	El Mercado		
Address:	912 Moravec Way		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	elmercadovendors@gmail.com		
Organization E-Mail and URL:	elmercadoatown.com		
Org Phone No:		Fax No:	

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

Organization Name:	Cori the Barber		
Address:	912 Moravec Way		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	elmercado812@gmail.com		
Phone Number:	812-272-3718	Mobile Phone:	
Organization Name:	Nico Sigler, Realtor		
Address:	725 S College Ave		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	Nico@leanong.com		
Phone Number:	210-291-9257	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	These events happen every 3rd Sunday of the month at the Banneker Center. The next events will be on July 18th, August 15th, September 19th, October 17th, November 21st, and December 19th.	
Time of Event:	Date: June 20, 2021 Start: 1p.m.	Date: June 20 End: 5 p.m
Setup/Teardown time Needed	Date: June 20, 2021 Start: 12 p.m.	Date: June 20 End: 1 p.m.
Calendar Day of Week:	Sunday	
Description of Event:	El Mercado is an organization that hosts vendors at farmer's market style events.	
Expected Number of Participants:	We have a max number of 30 vendors per event.	Expected # of vehicles (Use of Parking Spaces to close): 2 to 3

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

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

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

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

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.
CHECKLIST**

<input checked="" type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:			
Location of Event:			
Date of Event:		Time of Event:	Start:
Calendar Day of Week:			End:
Description of Event:			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Dana Palazzo, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3410 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

W 8th St

W 8th St

W 8th St

N Elm St

1105

1101

We would like this section of N Elm St to be closed off for the duration of setup and the event

1007

N Elm St

922 1/2

1004

1000



Banneker
Community Center
8 min drive - home

922

W 7th St

Google

Map data ©2021

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-19
El Mercado Market**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the El Mercado Market desirous of using North Elm Street between West 7th Street and West 8th Street for a El Mercado Market; and

WHEREAS, the El Mercado Market (hereinafter “Sponsor”) is owned and operated by the City of Bloomington Parks and Recreation Department, and events such as this one have been sponsored in the past without Public Works receiving any complaints, and the Board supports neighborhood events that are free and open to the public.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that North Elm Street, between West 7th and West 8th Streets, shall be temporarily closed to motor vehicles from 12:00 p.m. until 6:00 p.m. on the third Sunday of the month through December 2021, for the purpose of the El Mercado outdoor portion of the market.
2. The Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Sponsor agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Sponsor agrees to close the street not before 3 from 12:00 p.m. until 6:00 p.m. on the third Sunday of the month through December 2021 and to remove barricades and signage by 6:00 p.m.
3. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
4. The Sponsor shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.
6. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and emptying and removal of trash cans. Clean-up after the event shall be completed by 6:00 p.m. on the day of the event.
7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2021.

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Signature

Beth H. Hollingsworth, Vice-President

Nico Sigler
For El Mercado

Kyla Cox Deckard, Secretary

Date:



Board of Public Works Staff Report

Project/Event: Tamarron HOA Block Party

Petitioner/Representative: Carole Damon – Tamarron HOA

Staff Representative: Sean Starowitz

Meeting Date: 6-22-2021

Tamarron HOA requests the Board's permission to close a public street to hold a neighborhood block party on Saturday, October 9, 2021 from 4:00 p.m. until 10:00 p.m. so their neighborhood can get together for a neighborhood block party.

Pending Board approval the Petitioner will be closing down a portion of the North Callery Drive between addresses 808 and 806.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



NEIGHBORHOOD BLOCK PARTY APPLICATION

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

1. Applicant Information

Contact Name:	Carole Damon		
Contact Phone:	812-331-9095	Mobile Phone:	812-360-1828
Title/Position:	Managing Broker		
Neighborhood:	Tamarron		
Address:	323 E Winslow Rd Ste 100		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	cdamon@homefinder.org		
Neighborhood E-Mail and URL:			
Org Phone No:		Fax No:	

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

Organization Name:	Master Rental		
Address:	2002 W Third St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	caitlin@masterrental.com		
Phone Number:	812-332-0600	Mobile Phone:	
Organization Name:	TBA		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Date(s) of Event:	October 9 2021	
Time of Event:	Date: Oct 9 Start: 4:00 pm	Date: Oct 9 End: 8:30 pm
Setup/Teardown time Needed	Date: Oct 9 Start: 9:00 am	Date: Oct 9 End: 10:30 pm
Calendar Day of Week:	Saturday	
Description of Event:	Annual neighborhood block party/picnic	
Street(s) you wish to close	Callery Drive	
Expected Number of Participants:	85	Expected # of vehicles (Use of City Parking spaces): NA

NEIGHBORHOOD BLOCK PARTY YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (whether signs will be used)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8. CHECKLIST

<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) and date going before the Board of Public Works (contact ESD at 812-349-3418 for date) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

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

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

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Dana Palazzo, Secretary

Waste and Recycling Management Plan Template (Only if you anticipate over 100 participants)

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

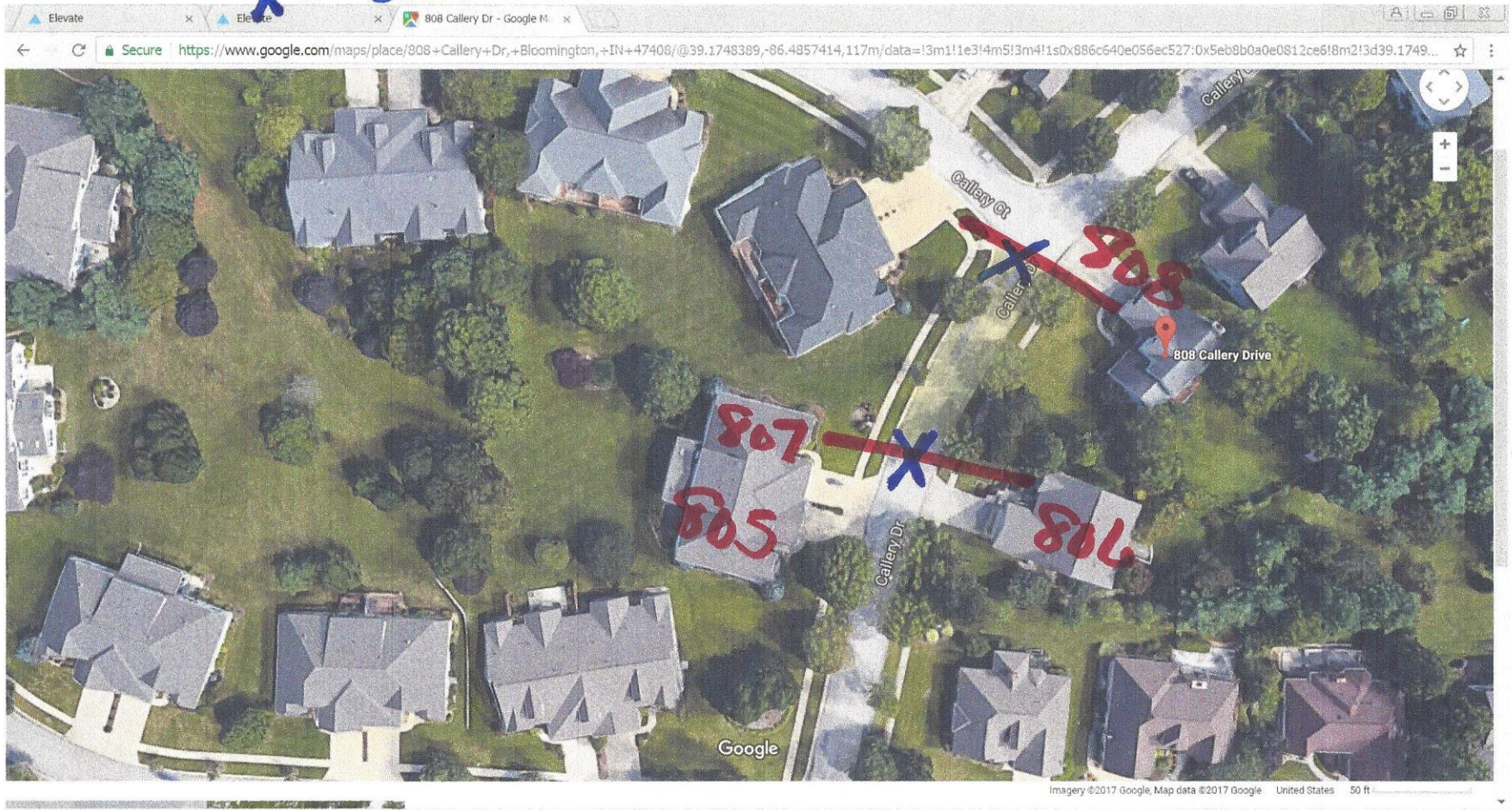
Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Autumn Salamack Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open flame)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

Homeland Security			(317) 232-2222 https://www.in.gov/dhs/2795.htm
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Tamarron - Street closing of Callery Drive

X = barricades



Road will be closed between
808 & 806 Callery Drive
owners at 805-808 Callery Drive
will be able to access their driveways
and property.

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-20**

TAMARRON HOA BLOCK PARTY

WHEREAS, the Board of Public Works is empowered by I.C. § 36-9-6-2 to supervise city streets; and

WHEREAS, the Tamarron Homeowners Association (“Association”) would like to close a portion of North Callery Drive between the addresses of 808 and 806 North Callery Drive for a neighborhood block party; and

WHEREAS, the City of Bloomington encourages and values activities such block parties as a way for residents to interact and get to know their neighbors and therefore would like to close a portion of North Callery Drive between the addresses of 808 and 806 for a neighborhood block party.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares a portion of North Callery Drive between the addresses of 808 and 806 shall be temporarily closed to motor vehicles on Saturday, October 9, 2021, from 4:00 p.m. to 10:00 p.m. so that the Neighborhood may stage a neighborhood block party.
2. The Association shall be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. The Association shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Association agrees to obtain and place at its own expense Type 3 barricades and signage required by the Traffic Plan. The Association agrees to close the street not before 9:00 a.m. on Saturday, October 9, 2021 and to remove barricades and signage by 10:30 p.m. on Saturday, October 9, 2021.
4. The Neighborhood shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Association shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. The Association agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food and/or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 10:30 p.m. on the day of the event.
7. _____, a duly authorized representative of the Association, represents that he/she has been fully empowered by proper action of the Association to bind

the Association to the terms and conditions set forth in this Resolution and does so bind the Association by his/her signature set forth below.

ADOPTED THIS _____ DAY OF _____, 2021.

BOARD OF PUBLIC WORKS

TAMARRON HOMEOWNERS ASSOCIATION

Dana Palazzo, President

Signature

Beth H. Hollingsworth, Vice President

Carole Damon, Manager
Printed Name and Title

Kyla Cox Deckard, Secretary

Date:



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-22
Petitioner/Representative: Darwin Davis, Owner of Big SkyD & Associates Inc. DBA
JDs Taste of Chicago
Staff Representative: Marnina Patrick
Meeting Date: June 22, 2021

JDs Taste of Chicago LLC, by its owner Darwin Davis, has applied for a renewal of the 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 Chicago hotdogs, fries, Polish sausage, steak burgers, Italian beef sandwiches, chicken sandwiches, fish sandwiches, and chicken wings.

This application is for one year.

Staff is supportive of the request.

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

2. Applicant Information

Name:	Darwin Davis	
Title/Position:	owner/operator	
Date of Birth:	05/01/72	
Address:	4650 W. Woodland Dr.	
City, State, Zip:	Bloomington IN 47404	
E-Mail Address:	Darwin.jdtoc@gmail.com	
Phone Number:	(812) 325-4859	Mobile Phone:

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:	JD's Taste of Chicago				
Address of Employer:	4650 W. Woodland Dr.				
City, State, Zip:	Bloomington IN		47404		
Employment Start Date:	05/2016		End Date (If known):		
Phone Number:	(812) 325-4859				
Website / Email:	Darwin.jdtoc@gmail.com				
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input checked="" 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
Leslie Davis	SAME

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

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

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

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

From Jordan Davis (organizer of Food Truck Friday):

Here is the complete list of everyone that's been invited:

The Big Cheeze

Pili's Party Taco

Wever's Smoke Eaters BBQ

Döner Kebab

JD's Taste Of Chicago

Rasta Pops

La Poblana Taco Truck

Kona Ice of Bloomington

Great White Smoke BBQ Co. -Catering and Food Truck

Uno Mas Taco Truck

The Chocolate Moose

Big D's BBQ

Cup of Joy

Gypsy Moon Nosh Wagon

Top Shotta Jerk Chicken

Wana Taco

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: 06-10-2021	Received By: Marnina P.	Date Approved: 06/11/2021	Approved By: Larry A.
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INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 6	AGE 29	ISSUE DATE 04/05/2021	PUR DATE 05/01/2017	COUNTY 53 - MONROE	TP R	PLYR 21	PLATE TK473NFP	PL TP GT	WEIGHT 11	PR YR 20	LS N	TYPE GT	PRIOR YR PL TK473NFP
EXPIRATION DATE 4/7/2022		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 1992	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32J9N3316514			TYPE TK	COLOR DBL/	
CURRENT YEAR TAX	VEH EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 82.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

DARWIN S DAVIS
4007 S ROGERS ST
BLOOMINGTON, IN 47403-4823

C
IINT

IMPORTANT REGISTRATION INFORMATION

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



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: DARWIN HENSON DAVIS
DOB: 05/01/1972.
STATUS: VALID as of 06/17/2020
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 17th of June, 2020.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 06/17/2020 7:27 pm

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

DARWIN HENSON DAVIS
4007 S ROGERS ST
BLOOMINGTON, IN 47403-4823

License number: 8970-76-8469
License type: OPERATOR
License expires: 05/01/2025
License status: VALID
SR22: Not needed

Birth date: 05/01/1972 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 6'1" Weight: 200lbs Hair color: BLACK Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
8	Suspension	FAILURE TO APPEAR CASE 53C021002IF01924 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	08/02/2010	11/24/2010	08/02/2010	04	
7	Suspension	FAILURE TO APPEAR CASE 28D010909IF3210 GREENE SUPERIOR Phone: (812) 384-3492 Offense: SPEEDING	02/12/2010	02/17/2010	02/15/2010	04	
6	Suspension	FAILURE TO PAY CASE 49F310810IF239034 MARION MUNICIPAL #31 Phone: (317) 327-5738	01/06/2009	03/05/2009	12/24/2008	04	

Offense: SPEEDING

5 Suspension FAILURE TO PAY 01/06/2009 03/05/2009 12/24/2008 04
 CASE 49F310810IF239034 MARION
 MUNICIPAL #31
 Phone: (317) 327-5738
 Offense: CHILD RESTRAINT VIOLATION

1 Suspension FAILURE TO APPEAR 06/18/1991 07/22/1992 06/05/1991 01
 CASE 53C059101IF0194 MONROE
 CIRCUIT #5
 Phone: (812) 349-2602
 Offense: SPEEDING

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
08/09/2010	4	SPEEDING 76/55	05/31/2010	BARTHOLOMEW SUP. #2 / 03D021006IF04998			No	No
11/24/2010	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	02/16/2010	MONROE CIRCUIT #2 / 53C021002IF01924			No	No
02/17/2010	4	SPEEDING 70/50	09/19/2009	GREENE SUPERIOR / 28D010909IF3210			No	No
11/16/2008	0	CHILD RESTRAINT VIOLATION	08/31/2008	MARION MUNICIPAL #31 / 49F310810IF239034	5		No	No
11/16/2008	4	SPEEDING 70/45	08/31/2008	MARION MUNICIPAL #31 / 49F310810IF239034	6		No	No

Driver number: 8970-76-8469 DARWIN HENSON DAVIS

DOB: 05/01/1972

10/09/2007	2	SPEEDING 69/55	09/17/2007	MONROE CIRCUIT #2 / 53C020709IF17198	No	No
<hr/>						
10/09/2007	2	SPEEDING 70/60	08/26/2007	MONROE CIRCUIT #2 / 53C020709IF16582	No	No
<hr/>						
08/04/2003	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	07/06/2003	MOORESVILLE TOWN / 55I010307IF01381	No	No
<hr/>						
05/17/1996	4	SPEEDING 72/55	03/18/1996	MOORESVILLE TOWN / 55I019603IF0441	No	No
<hr/>						
03/02/1994	2	SPEEDING 70/55	12/31/1993	MONROE CIRCUIT #7 / 53C079401IF00237	No	No
<hr/>						
01/24/1994	2	SPEEDING 70/55	11/03/1993	MONROE CIRCUIT #7 / 53C079311IF09980	No	No
<hr/>						
03/22/1993	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	01/05/1993	MONROE CIRCUIT #7 / 53C079301IF00810	No	No
<hr/>						
09/09/1992	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	07/19/1992	MONROE CIRCUIT #5 / 53C0592077247	No	No
<hr/>						
07/24/1992	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	01/21/1992	MONROE CIRCUIT #5 / 53C059201IF0780	No	No
<hr/>						
07/22/1992	6	SPEEDING 81/55	01/08/1991	MONROE CIRCUIT #5 / 53C059101IF0194	No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
7	04/17/2019	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
6	07/09/2013	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
5	09/01/2010	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
4	04/30/1999	3821 WOODMERE COURT	BLOOMINGTON	IN	47403
2	09/03/1993	4540 GIFFORD RD	BLOOMINGTON	IN	47404
1	05/13/1991	4550 GIFFORD RD #F	BLOOMINGTON	IN	47401

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
7	04/17/2019	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
6	07/09/2013	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
5	09/01/2010	4007 S ROGERS ST	BLOOMINGTON	IN	47403-4823
3	04/30/1999	3821 WOODMERE COURT	BLOOMINGTON	IN	47403

Credential Issuance

Interim Credential Issue Date: 4/17/2019, Expiration Date: 5/17/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 14449156

Issue Date: 04/17/2019, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2025

Interim Credential Issue Date: 7/9/2013, Expiration Date: 8/8/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4889009

Issue Date: 07/09/2013, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/17/2019

Interim Credential Issue Date: 2/19/2010, Expiration Date: 3/5/2010, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 302313

Issue Date: 02/19/2010, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2013

Issue Date: 03/05/2009, Duplicate License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2013

Issue Date: 12/08/2006, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2013

Issue Date: 07/07/2003, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2007

Issue Date: 04/30/1999, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 05/01/2003

Remarks

Remark Date:11/18/2010 Driver Safety Program (DSP) completed on 11/4/2010 12:00:00 AM for 4 points

Remark Date:01/10/2008 Driver Safety Program (DSP) completed on 1/9/2008 12:00:00 AM for 4 points

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Ken's Westside
INSPECTOR'S NAME Joe Robertson INSPECTOR'S PHONE # 812-336-9050
DATE OF INSPECTION 6-3-21
TAXICAB COMPANY _____
VEHICLE YEAR 1992 MAKE Chevrolet MODEL P30 Step Van
VIN 1GBHP32J9M3316514

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	Replaced RF Turn bulbs
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	Replaced
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	7/32 ^{RF} 5/32 ^{LF} 5/32 ^{rear}
BRAKES	✓	_____	65%
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2021

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 INSURICA Express 2420 Springer Dr, Suite 105 Norman, OK 73069	CONTACT NAME: PHONE (A/C, No, Ext): (405) 310-1583		FAX (A/C, No): (405) 556-2332
	E-MAIL ADDRESS: service@INSURICAexpress.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : United States Liability Insurance Company			25895
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED

JD's Taste of Chicago
4650 W Woodland Dr
Bloomington, IN 47404

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			CL 2759312A	5/25/2021	5/25/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Owner's & Contractor						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<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)		<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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) active.

CERTIFICATE HOLDER

CANCELLATION

To Whom it May Concern
Please call or e-mail for certificate holder.
P- 405-310-1583
E- certs@insuricaexpress.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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


RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

DARWIN GAYE
Name, Printed


Signature

06-08-21
Date Release Signed

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
05/06/2021 09:17 AM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201705041194098
BUSINESS TYPE Domestic For-Profit Corporation
BUSINESS NAME BIG SKYD & ASSOCIATES INC
ENTITY CREATION DATE 05/04/2017
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 4650 W Woodland Dr, Bloomington, IN, 47404, USA

YEARS FILED

YEARS 2021/2022

EFFECTIVE DATE

EFFECTIVE DATE 05/06/2021
EFFECTIVE TIME 8:27 AM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Leslie Davis
ADDRESS 4650 W Woodland Dr, Bloomington, IN, 47404, USA
SERVICE OF PROCESS EMAIL Davisles72@gmail.com

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

PRINCIPAL(S)

TITLE President
NAME Darwin Davis
ADDRESS 4650 W Woodland Dr, Bloomington, IN, 47404, USA

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
05/06/2021 09:17 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 6, 2021**.

SIGNATURE

Leslie Davis

TITLE

Authorized Agent

Business ID : 201705041194098

Filing No. : 9002861



INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue

Eric J. Holcomb, Governor
Bob Grennes, Commissioner



BIG SKYD ASSOCIATES INCORPORATED
4650 W WOODLAND DR
BLOOMINGTON IN 47404-8928



FEIN	82-1232615
Taxpayer ID	0160915163
Letter ID	L0000986156
Date Issued	April 30, 2021

Dear Customer:

Your attached Registered Retail Merchant Certificate (RRMC) shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. If you have not already registered for INTIME — Indiana Taxpayer Information Management Engine, the Indiana Department of Revenue's (DOR) online system, you can register for INTIME today using the Letter ID in the top right corner.

To create an online account, visit <https://intime.dor.in.gov> and click "Create One" on the right side of the screen. Users will need the Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process of creating an account.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

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: DARWIN DAVIS (JD'S TASTE OF CHICAGO)

Signature: 

Date: 06-08-21

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: JD's Truck & Car Wash (Darius) SAUS

Signature: 

Date: 06-08-21

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: 06/10/2021

Business Name: JD s Taste of Chicago

Address: 4007 S ROGERS ST
Bloomington, IN 47403

Phone: CELL 812-325-4859

The following permit has been issued:

Permit No. 21-0201


Type: FOOD Temporary Vender/Cooking

Issued Date: 06/10/2021

Effective Date: 06/10/2021

Expiration Date: 06/10/2022

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.



6/10/2021

Inspector: Tim Clapp

Date

Mail body:

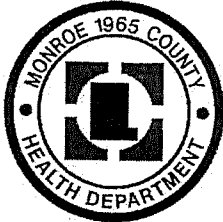


Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



JD'S TASTE OF CHICAGO

DARWIN DAVIS

2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE

BLOOMINGTON, IN 47404

2021

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

Issued JAN 21 2021

By Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-22**

**Mobile Vendor in Public Right of Way
Big SkyD & Associates Inc. DBA JDs Taste of Chicago**

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

WHEREAS, Big SkyD & Associates Inc. DBA JDs Taste of Chicago, is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on June 22, 2021, and ending on June 22, 2022.

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

RESOLUTION 2021-22

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 22nd DAY OF JUNE, 2021.

BOARD OF PUBLIC WORKS:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-22** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Darwin Davis, Owner
Big SkyD & Associates Inc. DBA JDs Taste of Chicago

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-23
Petitioner/Representative: Arron Wever, Owner of Wever’s Smoke Eaters BBQ LLC
Staff Representative: Marnina Patrick
Meeting Date: June 22, 2021

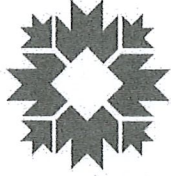
Wever’s Smoke Eaters BBQ LLC, by its owner Arron Wever, has applied for a renewal of the Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & 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 BBQ.

This application is for one year.

Staff is supportive of the request.

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:	Arron Wever		Wever's Smoke Eaters BBQ	
Title/Position:	Owner			
Date of Birth:	2-3-71			
Address:	313 Depot St			
City, State, Zip:	Ellettsville IN 47429			
E-Mail Address:	wev726@yahoo.com			
Phone Number:	812-360-7328	Mobile Phone:	812-360-7328	

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:	Weaver's Smoke Eaters BBQ LLC			
Address of Employer:	313 Depot St			
City, State, Zip:	Ellettsville IN 47429			
Employment Start Date:	10-2-12	End Date (If known):		
Phone Number:	812-360-7328			
Website / Email:	weaversbbq.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
Arron Weaver	313 Depot St Ellettsville IN 47429

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

Date of incorporation or organization:	10-2-2012
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

<p><i>Pulled pork, Nachos, Baked Potatoes, chips, bottled drinks, Brisket</i></p>	
<p><i>steam tables, Nacho cheese w/ornet CamSre@5</i></p>	
<p>Planned hours of operation:</p>	<p><i>11 AM - 9 PM</i></p>
<p>Place or places where you will conduct business (If private property, attach written permission from property owner):</p>	<p>Food Truck Friday at Switchyard park.</p>
<p>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.</p>	<p>Please Attach</p>
<p>Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>(If Yes) Provide details</p>	

From Jordan Davis (organizer of Food Truck Friday):

Here is the complete list of everyone that's been invited:

The Big Cheeze

Pili's Party Taco

Wever's Smoke Eaters BBQ

Döner Kebab

JD's Taste Of Chicago

Rasta Pops

La Poblana Taco Truck

Kona Ice of Bloomington

Great White Smoke BBQ Co. -Catering and Food Truck

Uno Mas Taco Truck

The Chocolate Moose

Big D's BBQ

Cup of Joy

Gypsy Moon Nosh Wagon

Top Shotta Jerk Chicken

Wana Taco

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

<input type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input type="checkbox"/>	Copy of a valid driver's license
<input type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input type="checkbox"/>	A copy of the Employer ID number
<input type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input type="checkbox"/>	Picture of truck or trailer
<input 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: 06/07/2021	Received By: Marnina P.	Date Approved: 06/09/2021	Approved By: Larry A.
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State Form 48099 (RS/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 15	AGE 28	ISSUE DATE 03/02/21	PUR DATE 05/20/16	COUNTY MONROE	TP D	PL YR 2020	PLATE TK916NAU	PL TP GT	WEIGHT	PR YR 19	LS N	TYPE GT	PRIOR YR PL TK916NAU
EXPIRATION DATE 12/07/21	MUNICIPALITY ELLETTSVILLE			VEHICLE YEAR 1992	MAKE INT	MODEL AUT	VEHICLE IDENTIFICATION NUMBER 1HTSDPNM9NH435175	TYPE AM	COLOR BLK				
CURRENT YEAR TAX	VEH EX TAX 42.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 42.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 30.35	ADMIN FEE 0.00	TOTAL 112.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

Legal Address



ROY M & CONNIE M WEVER
314 DEPOT ROAD
ELLETTSVILLE IN 47429



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.

Bureau of Motor Vehicles



my Driver Records

- View Your Driver Record
- Official Driver Record
- Pay Reinstatement Fees Online
- Renew Your License, Permit or ID Card
- Add MotorCycle Endorsement
- View Your Recent Driver Notices
- Track Your Recent Renewals
- Replace Your License, Permit or ID Card
- Schedule Driving Test
- Your Renewal Date
- CDL Self-Certify Driver Type
- Proceed to Checkout

my Driver Records

Welcome, ARRON B WEVER!

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

License type: CHAUFFEUR W/ MC

As of 06/06/2021 1:55 pm 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
06/07/2021	0	SEAT BELT VIOLATION	06/05/2021	MONROE CIRCUIT #411				

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

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
03/07/2005	0	SEAT BELT VIOLATION	02/15/2005	MONROE CIRCUIT #4 / 53C040502IF01861			No	No
05/30/2002	0	SEAT BELT VIOLATION	05/19/2002	MONROE CIRCUIT #5 / 53C050205IF06483			No	No
07/24/1989	2	SPEEDING 60/55	06/12/1989	MONROE SUPERIOR #4 TRAFFIC / 53D048906IF4866			No	No

Mailing Addresses

No Mailing Addresses were found.

Legal Addresses

No Legal Addresses were found.

Credential Issuance

Interim Credential Issue Date: 1/27/2016, Expiration Date: 2/26/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8414003

Issue Date: 01/27/2016, Renew License. CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2022

Interim Credential Issue Date: 1/20/2012, Expiration Date: 2/19/2012, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 2268046

Issue Date: 01/20/2012, Renew License. PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 01/27/2016

Issue Date: 01/11/2008, Renew License. PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2012

Issue Date: 01/06/2005, Renew License. PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT

Issue Date: 01/11/2008, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT
Endorsements: L, Restrictions: B, Expiration Date: 02/03/2012

Issue Date: 04/06/2005, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT
Endorsements: L, Restrictions: B, Expiration Date: 02/03/2008

Issue Date: 02/06/2003, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,
Restrictions: B, Expiration Date: 02/03/2007

Issue Date: 02/15/1999, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,
Restrictions: B, Expiration Date: 02/03/2003

Issue Date: 02/27/1995, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,
Restrictions: B, Expiration Date: 02/28/1999

Remarks

No Remarks were found.

* End of Driver Record *

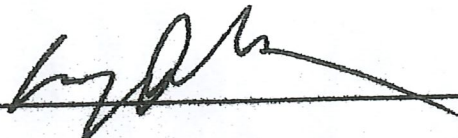
CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Ill Health Service Garage
 INSPECTOR'S NAME Cary Decher INSPECTOR'S PHONE # 812-876-332
 DATE OF INSPECTION 8-25-16
 TAXICAB COMPANY _____
 VEHICLE YEAR 1992 MAKE INT MODEL AUT
 VIN 1HTSDPNM9NH435175

	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

Additional Comments by Inspector: _____

Inspector Signature 

Date: 5/25/21

**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. Merton St.
Bloomington, Indiana 47404
812-349-3419**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2020

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).

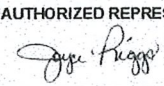
PRODUCER ISU Insurance Services The May Agency 1327 North Walnut Street PO Box 1669 Bloomington, IN 47402	CONTACT NAME: Joyce Riggs PHONE (A/C, No, Ext): (812) 353-6497 FAX (A/C, No): E-MAIL ADDRESS: jriggs@mayagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED Wever's Smoke Eaters BBQ LLC 313 W Depot Road Ellettsville, IN 47429-1625	INSURER A : Liberty Mutual Insurance Company NAIC # 23043
	INSURER B : Hartford Insurance Company 00914
	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 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:			BKS57409453	7/19/2020	7/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57409453	7/19/2020	7/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	36WECIB4167	9/2/2020	9/2/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Arcon Wever
Name, Printed


Signature

6-4-21
Date Release Signed

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

RECEIVED 11/15/2013 11:29 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/15/2013 11:31 AM

ARTICLES OF AMENDMENT

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

ENTITY NAME

SMOKE EATERS LLC

The name following said transaction will be:
WEVERS SMOKE EATERS BBQ LLC

Creation Date: 10/2/2012

313 DEPOT ROAD, ELLETTSVILLE, IN 47429

REGISTERED OFFICE AND AGENT

ARRON WEVER
313 DEPOT ROAD, ELLETTSVILLE, IN 47429

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: 11/15/2013

Electronic Signature: ARRON WEVER

Signator's Title: MANAGER

**INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES**

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

<http://www.sos.in.gov>

November 25, 2013

Company Requested: WEVERS SMOKE EATERS BBQ LLC
Control Number: 2012100200254

Date	Transaction	# Pages
11/15/2013	Articles of Amendment	2



State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and complete copy of this 2 page document filed in this office.

Dated: November 25, 2013
Certification Number: 2013112569405

Connie Lawson

Connie Lawson
Secretary of State

State of Indiana
Office of the Secretary of State
CERTIFICATE OF AMENDMENT
of
SMOKE EATERS LLC

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment 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.

The name following said transaction will be:

WEVERS SMOKE EATERS BBQ LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 15, 2013.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 15, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



Date of this notice: 10-02-2012

Employer Identification Number:
46-1100942

Form: SS-4

Number of this notice: CP 575 G

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

SMOKE EATERS
ARRON WEVER SOLE MBR
313 W DEPOT ST
ELLETTSVILLE, IN 47429

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 46-1100942. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. 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.
- * 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. Thank you for your cooperation.

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: Arroy Weaver

Signature: 

Date: 6-4-21

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: Arroy Weaver

Signature: 

Date: 6-4-21

License for TRUCK ONLY



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: 06/07/2021

Business Name: Wevers Smoke Eaters BBQ Truck 1

Address: 313 W Depot ST
Bloomington, IN 47408

Phone: CELL 812-360-7328

The following permit has been issued:

Permit No. 21-0200

Type: FOOD Temporary Vender/Cooking

Issued Date: 06/07/2021

Effective Date: 06/07/2021

Expiration Date: 06/07/2022

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.

Timothy H Clapp

Digitally signed by Timothy H Clapp
DN: C=US, E=clappt@bloomington.in.gov,
O=City of Bloomington Fire, OU=Prevention
1, CN=Timothy H Clapp
Date: 2021.06.07 12:47:23-0400'

Inspector: Tim Clapp

Date

Retail Food Service Establishment License

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542



WEVER'S SMOKE EATERS BBQ - COMMISSARY
ARRON WEVER
313 DEPOT STREET
ELLETTSVILLE, IN 47429

2021

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 MAR 09 2021
By Thomas W. Sheppard

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

Mobile Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542



WEVER'S SMOKE EATERS BBQ # 1
ARRON WEVER
313 DEPOT STREET
ELLETTSVILLE, IN 47429

2021

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 MAR 09 2021
By Thomas W. Sheppard

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

STEPHANIE SCOTT

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

**FOOD SAFETY MANAGER
UNDER THE**

CONFERENCE FOR FOOD PROTECTION STANDARDS

PRESIDENT:

LAWRENCE J. LYNCH, CAE

ISSUE DATE: JUNE 6, 2019

EXPIRATION DATE: JUNE 6, 2024

CERTIFICATE No: 21590736

TEST FORM: EXE81

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



6751 Forum Drive, Suite 220, Orlando, FL 32821
P (800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

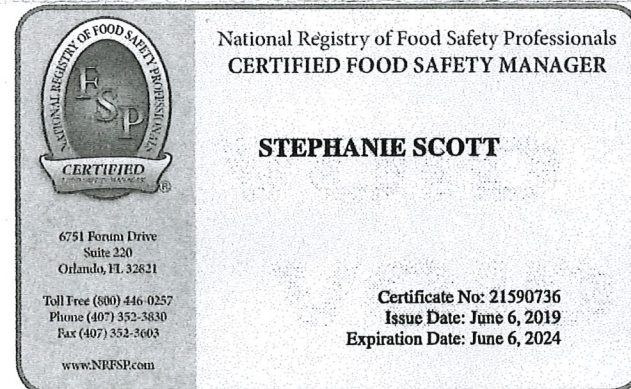
Notification of Test Results

ID#: xxx-xx-

Scaled Test Score: 83

Candidate Status: Pass

Test Date: June 6, 2019



Congratulations! Attached is your certificate and wallet card. Please notify the National Registry of name or address changes at the address below.

**STEPHANIE SCOTT
313 DEPOT ST
ELLETTSVILLE, IN 47429**

Preventing Contamination and Cross Contamination (Competent)
Ensuring Personal Hygiene and Employee Health (Competent)
Actively Managing Controls in a Food Establishment (Competent)
Monitoring the Flow of Foods (Competent)
Ensuring Product Time and Temperature (Competent)
Conducting Cleaning and Sanitizing (Competent)
Managing:Physical Facility Design & Maintenance:Preventing & Controlling Pests (Competent)

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-23**

**Mobile Vendor in Public Right of Way
Wever's Smoke Eaters 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”);

WHEREAS, Wever's Smoke Eaters BBQ LLC, is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on June 22, 2021, and ending on June 22, 2022.

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

RESOLUTION 2021-23

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 22nd DAY OF JUNE, 2021.

BOARD OF PUBLIC WORKS:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-23** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Arron Wever, Owner
Wever's Smoke Eaters BBC LLC

Date: _____

RESOLUTION 2021-24

A RESOLUTION ESTABLISHING THE POLICY BY WHICH MEMBERS OF THE BLOOMINGTON BOARD OF PUBLIC WORKS, PUBLIC WORKS STAFF, AND MEMBERS OF THE PUBLIC MAY PARTICIPATE IN MEETINGS BY ELECTRONIC MEANS OF COMMUNICATION

WHEREAS, the Indiana General Assembly adopted HEA 1437 in the 2021 Regular Session, which amended Indiana Code (IC) 5-14-1.5-1 et seq. (Act) by amending IC 5-14-1.5-3.5 to prescribe new requirements by which members of the governing body of a public agency of a political subdivision may participate in a meeting by an electronic means of communication; and

WHEREAS, a member of the governing body may participate by any means of communication that:

- allows all participating members of the governing body to simultaneously communicate with each other; and
- except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting; and

WHEREAS, the Act requires the governing body to adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication and allows the governing body to adopt procedures that are more restrictive than the procedures established by IC 5-14-1.5-3.5; and

WHEREAS, the Bloomington Board of Public Works is the governing body of the Bloomington Department of Public Works and wishes to adopt such a policy;

THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON BOARD OF PUBLIC WORKS COMMISSIONERS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. The Bloomington Board of Public Works ("Board") adopts the following policy on the participation of a member of the Board, BPW staff, and members of the public in a meeting by an electronic means of communication:

ELECTRONIC MEETINGS POLICY

Section 1.

- (a) The provisions of the Act, including definitions, apply to this resolution.
- (b) This resolution shall be known as the "Electronic Meetings Policy" of the Board and applies to the Board.

Section 2.

- (a) Subject to Sections 3 and 5, any member may participate in a meeting by any electronic means of communication that:
 - (1) allows all participating members of the governing body to simultaneously communicate with each other; and
 - (2) other than a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.
- (b) A member who participates by an electronic means of communication:
 - (1) shall be considered present for purposes of establishing a quorum; and
 - (2) may participate in final action only if the member can be seen and heard.
- (c) All votes taken during a meeting at which at least one (1) member participates by an electronic means of communication must be taken by roll call vote.

(d) A member of the Board who plans to attend a meeting by any electronic means of communication shall notify the Board President and the Department of Public Works Director at least 3 days before the meeting so that arrangements may be made for the Board's participation by electronic communication

Section 3.

(a) At least fifty percent (50%) of the members must be physically present at a meeting at which a member will participate by means of electronic communication. Not more than fifty percent (50%) of the members may participate by an electronic means of communication at that same meeting.

(b) A member may not attend more than a fifty percent (50%) of the meetings in a calendar year by an electronic means of communication unless the member's electronic participation is due to:

- (1) military service;
- (2) illness or other medical condition;
- (3) death of a relative; or
- (4) an emergency involving actual or threatened injury to persons or property.

(c) A member may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A member must attend in person at least one (1) meeting between sets of meetings that the member attends by electronic communication, unless the member's absence is due to:

- (1) military service;
- (2) illness or other medical condition;
- (3) death of a relative; or
- (4) an emergency involving actual or threatened injury to persons or property.

Section 4. The memoranda and any minutes prepared for a meeting at which any member participates by electronic means of communication must:

- (1) identify each member who:
 - (A) was physically present at the meeting;
 - (B) participated in the meeting by electronic means of communication;and
 - (C) was absent; and
- (2) identify the electronic means of communication by which:
 - (A) members participated in the meeting; and
 - (B) members of the public attended and observed the meeting, if the meeting was not an executive session.

Section 5. No member of the Board may participate by means of electronic communication in a meeting if the Board is attempting to take final action to:

- (1) adopt a budget;
- (2) make a reduction in personnel;
- (3) initiate a referendum;
- (4) impose or increase a fee;
- (5) impose or increase a penalty;
- (6) use the Board's eminent domain authority; or
- (7) establish, raise or renew a tax.

Section 6. In the event the governor declares a disaster emergency under IC 10-14-3-12 or the executive (as defined in IC 36-1-2-5) of a political subdivision declares a local disaster emergency under IC 10-14-3-29, the Board may meet by any means of electronic communication if the following requirements of IC 5-14-1.5-7 are satisfied:

- (1) At least a quorum of the members of the Board participate in the meeting by means of electronic communication.

- (2) The public is able to simultaneously attend and observe the meeting. However this subdivision does not apply to a meeting held in executive session.
- (3) The memorandum and any minutes prepared for the meeting held under this section must:
 - (a) state the name of each member of the Board who:
 - (i) participated in the meeting by using any electronic means of communication; and
 - (ii) was absent; and
 - (b) identify the electronic means of communication by which:
 - (i) members of the Board participated in the meeting; and
 - (ii) members of the public attended and observed the meeting, if the meeting was not an executive session.
- (4) All votes taken during a meeting under this section must be taken by roll call vote.

Section 7. At any meeting of the Board where any member participates by an electronic means of communication, members of the public shall be able to attend, observe, and, subject to the Board's rules for public comment, participate in the meeting via electronic means.

Section 8. At any meeting of the Board where any member participates in the meeting via electronic means, City of Bloomington staff members may also participate in the meeting via electronic means, provided there is no actual need for a staff member to be physically present at a particular meeting. Such need shall be determined at the sole discretion of the Chair of the Board.

SECTION II. If any sections, sentence or provision of this resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

SECTION III. This resolution shall be in full force and effect from and after its passage by the Board.

PASSED by the Bloomington Board of Public Works, this _____ day of _____, 2021.

Dana Palazzo, President

ATTEST:

SYNOPSIS

This resolution adopts an Electronic Meetings Policy for the Bloomington Board of Public Works and its subordinate advisory bodies pursuant to newly-enacted state statutes concerning electronic meetings. The Policy establishes the procedures that apply to a member's participation in a meeting by an electronic means of communication, as well as to the participation of the public and city staff members by electronic means of communication.



CONTRACT COVER MEMORANDUM

TO: Jacquelyn Moore
FROM: Christina Smith
DATE: June 22, 2021
RE: Revised Outdoor Lighting Service Agreement for Phase 1 of Showers Complex Lighting LED Conversion Project

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Christina Smith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Jacquelyn Moore
Record Destruction Date: <i>(Legal to fill in)</i>	NA
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-293
Due Date For Signature:	06.22.2021
Expiration Date of Contract:	NA
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Equip. Deduction \$7,781.24; Mo. Deduction \$5.27
Funding Source:	450-20-200000.53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract: A revised outdoor lighting service agreement for Phase 1 of the Showers Complex Lighting LED Conversion Project resulted from a color finish change. The original agreement was approved by the Board of Public Works on October 27, 2020 with black lighting poles and fixtures. Since then, the City has elected to change the finish color to green poles and fixtures. Due to this color change, Duke Energy revised the original agreement to reflect the finish color which resulted in a deduction of costs.

	Equipment Costs	Monthly Cost
Original Agreement	\$144,613.18	\$160.45
Revised Agreement	\$136,831.94	\$155.18
Deduction Amount	\$7,781.24	\$5.27



5/6/2021

CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Sanibel LED 70W Green (RAL6012) Type III	5,508	70	0.0700	280	\$6.15	\$1.71	11	\$86.47
2	Sanibel LED 150W Green (RAL6012) Type III	12,500	150	0.1500	600	\$6.15	\$3.66	7	\$68.71
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		155.18

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

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

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

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

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

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 18 Ft Long Direct Buried Top Tenon Aluminum Green	11
2	Style A 27 Ft Long Anchor Base Top Tenon Aluminum Green	5

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

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

OTHER EQUIPMENT	
Quantity	Other Equipment Style
2	Top Mount Bracket - 14 IN - Double - Green - Metal Pole
11	Top Mount Bracket - 14 IN - Single - Green - Metal Pole
1,290	UG Conductor 6 Aluminum Duplex
5	MW-ANCHOR BASE-REVEAL-PREFABRICATED-STYLE A POLE-27'' MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE
3	Top Mount Bracket - 6 Ft - Single - Green - Metal Pole

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

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

OUTDOOR LIGHTING SERVICE AGREEMENT

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



10/19/2020

CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000017565		10/19/2020
	Agreement Coverage			Agreement Number		Current Date
4002674	35834646	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



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

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

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/17/2021 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$144,613.18	\$115.98	\$44.47	18	\$160.45	\$8.91	\$8.91
Option B - 1 Year Agreement Initial Term	\$12,602.63	\$115.98	\$44.47	18	\$12,763.07	\$709.06	\$8.91
Option C - 3 Year Agreement Initial Term	\$4,317.81	\$115.98	\$44.47	18	\$4,478.26	\$248.79	\$8.91
Option D - 5 Year Agreement Initial Term	\$2,929.56	\$115.98	\$44.47	18	\$3,090.01	\$171.67	\$8.91
Option E - 7 Year Agreement Initial Term	\$2,349.68	\$115.98	\$44.47	18	\$2,510.13	\$139.45	\$8.91
Option F - 10 Year Agreement Initial Term	\$1,929.84	\$115.98	\$44.47	18	\$2,090.29	\$116.13	\$8.91

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

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

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

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u>Craig Barker</u>		<u>Phillipa M. Guthrie</u>
Printed Name	<u>Craig Barker</u>		<u>Phillipa M. Guthrie</u>
Date	<u>10/19/2020</u>		<u>10-28-20</u>

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Sanibel LED 70W Black (RAL9017) Type III	5,508	70	0.0700	280	\$6.44	\$1.71	11	\$89.69
2	Sanibel LED 150W Black (RAL9017) Type III	12,500	150	0.1500	600	\$6.44	\$3.66	7	\$70.76
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	160.45

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

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

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

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 18 Ft Long Direct Buried Top Tenon Aluminum Black	11
2	Style A 27 Ft Long Anchor Base Top Tenon Aluminum Black	5

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

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

OTHER EQUIPMENT	
Quantity	Other Equipment Style
5	MW-ANCHOR BASE-REVEAL-PREFABRICATED-STYLE A POLE-27'; MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE
2	Top Mount Bracket - 14 IN - Double - Black - Metal Pole
11	Top Mount Bracket - 14 IN - Single - Black - Metal Pole
1,290	UG Conductor 6 Aluminum Duplex
3	Top Mount Bracket - 6 Ft - Single - Black - Metal Pole

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

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

OUTDOOR LIGHTING SERVICE AGREEMENT

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



Board of Public Works Staff Report

Project/Event: 2021 Kone Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 06.22.2021

Report:

We are requesting an additional \$20,000 for the 2021 Kone Service Agreement. This increase will cover upgrades and repairs for the Morton Street Garage elevator. This will assist in preventative maintenance for the location including: AC & Heating in the controller room, additional hoist way cleaning, and other repairs.

Original contract amount = \$20,000
Increase amount = \$20,000

Adjusted Total Cost = \$40,000
Funding Source will be: 452.26.260000.53610 (Building Repairs)

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

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
KONE**

This Addendum increases the not to exceed amount which will allow KONE to provide additional services at the City's Morton Street Parking Garage, as follows:

1. On March 2, 2021, the Board of Public Works approved the 2021 Services Agreement with KONE.
2. **Article 4. Compensation** contained a not to exceed cost of \$20,000. This Addendum will raise the not to exceed of the entire contract by adding an additional \$20,000. The total compensation paid under this Service Agreement shall not exceed \$40,000.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

KONE, INC.

By: _____
Dana Palazzo, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?			
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?			
Were vendor presentations requested?			

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

Print/Type Name

Print/Type Title

Department

**2021 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
KONE**

This Agreement, entered into on this 2nd day of March, 2021, 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: elevator repair, elevator service, and hoist way cleaning, and other repairs. These services will be performed at City facilities ("Services") for a set price of Five Hundred Seven Dollars and Seventy-One Cents (\$507.71) per hour Monday-Friday 7:00 am – 5:00 pm for one person, with an additional Four Hundred Forty-Seven Dollars and Eighteen Cents (\$447.18) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of (\$829.81) per hour for one person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31st, 2021, 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 Twenty Thousand Dollars (\$20,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: 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 qualification 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 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 Drive, Suite O, Indianapolis, Indiana 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

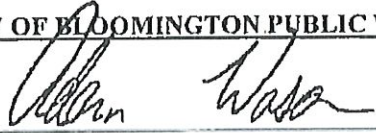
Philippa M. Guthrie

Philippa M. Guthrie, Corporation Counsel

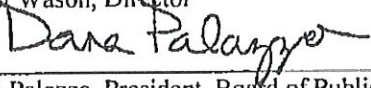
KONE


John Hadley, Branch Manager

CITY OF BLOOMINGTON PUBLIC WORKS



Adam Wason, Director



Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

AFFIDAVIT

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

1. The undersigned is the General Manager of KONE INC.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]
Signature
Jon Hadley
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jon Hadley and acknowledged the execution of the foregoing this 4th day of March, 2021.

Cynthia Kegley
Notary Public's Signature

My Commission Expires: 4-28-25

Cynthia Kegley
Printed Name of Notary Public

County of Residence: Marion

Commission Number: _____



EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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 4th day of MARCH, 2021.

KONE INC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jon Hadley and acknowledged the execution of the foregoing this 4th day of march, 2021.

Cynthia Kegley
Notary Public's Signature

My Commission Expires: 4-28-25

Cynthia Kegley
Printed Name of Notary Public

County of Residence: Marion

Commission Number: _____





Board of Public Works Staff Report

Project/Event: 2021 Ann-Kriss Service Agreement Addendum
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 06.22.21

Report:

This as an addendum for the 2021 Service Agreement with Ann-Kriss to perform services in the Morton, Walnut, Trades, and 4th Street Garage for electrical, carpentry, drywall, painting, fencing, bollard, and repairs and maintenance. We are requesting an additional \$20,000 for additional projects at the two new locations including fencing install, bollard install, and other services.

Increase by = \$20,000
New contract amount = \$30,000

Funding Source will be: 452.26.260000.53650 (Other Repairs)

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

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
ANN-KRISS, LLC**

This Addendum increases the not to exceed amount which will allow Ann-Kriss, LLC, to provide additional services at the City's parking garages, as follows:

1. On March 2, 2021, the Board of Public Works approved the 2021 Services Agreement with KONE.
2. **Article 4. Compensation** contained a not to exceed cost of \$10,000. This Addendum will raise the not to exceed of the entire contract by adding an additional \$20,000. The total compensation paid under this Service Agreement shall not exceed \$30,000.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

ANN-KRISS, LLC

By: _____
Dana Palazzo, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?			
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?			
Were vendor presentations requested?			

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

Print/Type Name

Print/Type Title

Department

**2021 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ANN KRISS, LLC**

This Agreement, entered into on this 2nd day of March, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and ANN KRISS, LLC, ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry, and other repairs. These services will be performed at City facilities ("Services") for a set price of Forty-Five Dollars (\$45) per hour Monday-Friday 7:00 am - 6:00 pm for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seventy-Five Dollars (\$75.00) per hour for one person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31st, 2021, 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 Ten Thousand Dollars (\$10,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: 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: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403. 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

Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

ANN-KRISS LLC

Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason
Adam Wason, Director, Public Works Department

Dana Palazzo
Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Owner of AN-KAIS.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]
Signature
DAVID PADGETT
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 16th day of March, 2021.

Christina Lynne Smith
Notary Public's Signature

My Commission Expires: 7/8/2022

Christina Lynne Smith
Printed Name of Notary Public

County of Residence: Monroe

Commission Number: 655369

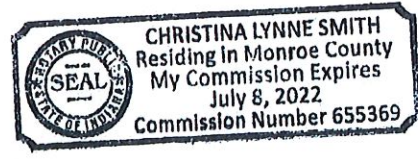


EXHIBIT B

STATE OF INDIANA)
)
COUNTY OF Monroe) SS:

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 16th day of March, 2021.

ANN KRISS, LLC

By: 1

[Signature]
DAVID PADGETT

STATE OF INDIANA)
)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 16th day of March, 2021.

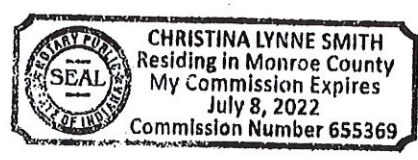
[Signature]
Notary Public's Signature

My Commission Expires: 7/8/2022

Christina Lynne Smith
Printed Name of Notary Public

County of Residence: Monroe

Commission Number: 655369





Board of Public Works Staff Report

Project/Event: Outdoor Church Service

Petitioner/Representative: Laurie-Ann Curry

Staff Representative: April Rosenberger

Meeting Date: June 22, 2021

Event Date: July 4, 2021 and September 5, 2021

Lighthouse Community Church located at 850 E. Winslow Road will be performing an Outdoor Church Service. The events will start at 10:00 a.m. and go until 5:00 p.m. on Sunday, July 2, 2021 and September 5, 2021. The Services will include a live band.

Laurie-Ann Curry, Church Secretary, has notified all of the adjacent property owners surrounding the church and of the Board of Public Works Meeting on June 22, 2021.

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in parking lot of Light House Community Church.

The Board of Public Works meeting to hear this request will be June 22, 2021. This Board of Public Works will be held at 5:30 p.m via Zoom; the link is provided below.

The proposal for outdoor church services on July 4, 2021 & September 5, 2021, will be on file and may be examined in the Public Works office on the Friday (6/18/21) prior to the Tuesday (6/22/2021) meeting.

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

BOARD OF PUBLIC WORKS

CITY OF BLOOMINGTON INDIANA

PETITIONER: Light House Community Church

850 East Winslow Road, Bloomington, Ind 47401 812-339-3306

Pastor Derek L. House

DATE: 6/18/2021

Topic: Board of Public Works * Time: Jun 22, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/96925290580?pwd=a3d3NzJLdk85dUVIRE5QcTc3cFI4QT09>

Meeting ID: 969 2529 0580 * Passcode: 026317

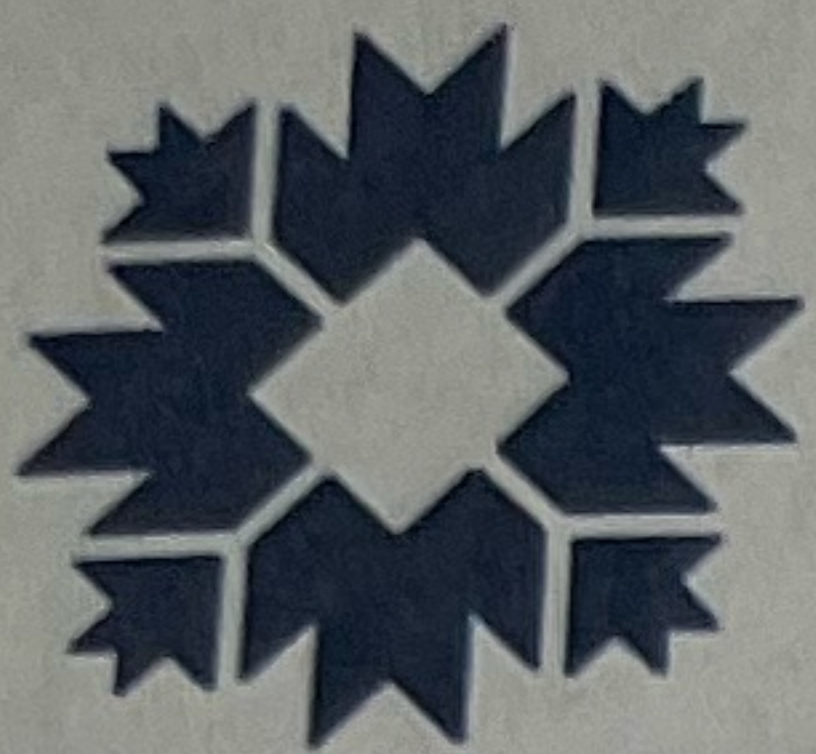
Find your local number: <https://bloomington.zoom.us/j/adGH38WtGt>



Light House Community Church is located at 850 East Winslow Road.

Musicians & Instruments will be on the front entrance porch.
Congregants will be seated under the carport & west parking area.
Parking will be in the church's south parking area.





CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Outdoor Church Service			
Location of Event:	Lighthouse			
Date of Event:	July 4 th	+ Sept 5	Time of Event:	Start: 10am
Calendar Day of Week:	Sunday	Sunday		End: 5pm
Description of Event:	Outdoor Church Service			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="radio"/> Yes <input type="radio"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	LHCC - Pastor Doretha <i>house</i>		
Organization:	Lighthouse Community Church	Title:	Pastor
Physical Address:	850 E. Winslow		
Email Address:	heartseasefarm@gmail.com	Phone Number:	812-339-3306 - Church
Signature:	<i>Gaile Ann Cuning</i>	Church Sect.:	6/3 812-821-8083 - Cell

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/18/2021	Payroll				477,806.62
					<u>477,806.62</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 \$ 477,806.62

Dated this 22nd day of June year of 2021.

Dana Palazzo President	Beth H. Hollingsworth Vice President	Kyla Cox Deckard 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: Change Order #1 for the East Allen Street Traffic Calming Project

Petitioner/Representative: Engineering Department

Staff Representative: Russell White

Date: 06/22/2021

Report:

This project was awarded on November 6, 2020 to E & B Paving. The Notice to Proceed was issued on or about April 6, 2021. Work began on or about April 12, 2021. This contract involves the removal of temporary traffic calming, installation of rain gardens, and the installation of four bump-outs. The original contract amount for this project was \$62,262.00. Change order #1 is required to balance out the final contract amount. If approved this change order will result in a decrease of \$490.40. The final adjusted contract amount will be \$61,771.60. Funding source: 454-05-050000-54310.

Item #002 109-08359 Liquidated Damages Decreased by \$1.00 DOL deducting \$1.00
Item #005 301-12233 Compacted Aggregate No. 8's Increased by 3 Tons adding \$495.00
Item #006 303-01180 Compacted Aggregate No. 53's Increased by 0.44 Tons adding \$33.00
Item #007 304-07490 HMA Patching, Type B Decreased by 3.20 SYS deducting \$1,488.00
Item #008 502-06457 PCCP, Speed Cushion Decreased by 4.70 SYS deducting \$822.50
Item #010 605-06125 Curb, Concrete 34 IN. Decreased by 2.75 LFT deducting \$357.50
Item #011 605-06125 Curb, Concrete 20 IN. Decreased by 1.10 LFT deducting \$82.50
Item #012 616-06451 Riprap Type B Increased by 4.98 TON adding \$1,718.10
Item #013 616-12247 Geotextile, Increased by 1.00 SYS adding \$15.00

If approved this change order will result in a decrease of \$490.40. The final adjusted contract amount will be \$61,771.60. Funding source: 454-05-050000-54310.

Recommendation and Supporting Justification: Change order #1 will result in a decrease of \$490.40. The final adjusted contract amount will be \$61,771.60. Funding source: 454-05-050000-54310.

Russell White

Board of Public Works
Staff Report

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, Inc.

Contract Amount: \$62,262.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E & B paving \$62,262.00		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This project was awarded on November 6, 2020 to E & B Paving. The Notice to Proceed was issued on or about April 6, 2021 Work began on or about April 12, 2021. This contract involves the removal of temporary traffic calming, installation of rain gardens, and the installation of four bump-outs. The original contract amount for this project was \$62,262.00. Change order #1 is required to balance out the final contact amount. If approved this change order will result in a decrease of \$490.40. The final adjusted contract amount will be \$61,771.60. Funding source: 454-05-050000-54310.

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Russell White

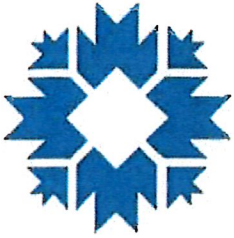
Project Manager

Engineering Department

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana
Change Order Details
East Allen Street Traffic Calming

Description	Contract: BC-2020-90-CN Award: 11/10/2020 Installation of bump-outs and rain gardens.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Pending
Date Created	06/07/2021
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$62,262.00
Authorized Project Amount	\$62,262.00
Change Order Amount	-\$490.40
Revised Project Amount	\$61,771.60

Change Order Details:
East Allen Street Traffic Calming

06/07/2021
Page 1 of 1

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0002	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED DAMAGES									
Reason: Balancing Change Order									
0005	301-12233	TON	\$165.000	12.700	\$2,095.50	3.000	\$495.00	15.700	\$2,590.50
COMPACTED AGGREGATE NO. 8, DOUBLE WASHED									
Reason: Balancing Change Order									
0006	303-01180	TON	\$75.000	5.000	\$375.00	0.440	\$33.00	5.440	\$408.00
COMPACTED AGGREGATE NO. 53									
Reason: Balancing Change Order									
0007	304-07490	SYS	\$465.000	14.200	\$6,603.00	-3.200	-\$1,488.00	11.000	\$5,115.00
HMA PATCHING, TYPE B, HMA ON 9 IN PCCP									
Reason: Balancing Change Order									
0008	502-06457	SYS	\$175.000	4.700	\$822.50	-4.700	-\$822.50	0.000	\$0.00
PCCP, 9 IN., SPEED CUSHION, CONCRETE									

Change Order Details:
 East Allen Street Traffic Calming

06/07/202
 Page 2 of

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0010	605-06125	LFT	\$130.000	104.500	\$13,585.00	-2.750	-\$357.50	101.750	\$13,227.50
CURB, CONCRETE, MODIFIED, 34 IN									

Reason: Balancing Change Order

0011	605-06125	LFT	\$75.000	69.100	\$5,182.50	-1.100	-\$82.50	68.000	\$5,100.00
CURB, CONCRETE, MODIFIED, 20 IN									

Reason: Balancing Change Order

0012	616-06451	TON	\$345.000	1.500	\$517.50	4.980	\$1,718.10	6.480	\$2,235.60
RIPRAP, UNIFORM, TYPE B									

Reason: Balancing Change Order

0013	616-12247	SYS	\$15.000	5.000	\$75.00	1.000	\$15.00	6.000	\$90.00
GEOTEXTILE FOR RIPRAP TYPE 1B									

Reason: Balancing Change Order

9 Items			Totals		\$29,257.00		-\$490.40		\$28,766.60
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Change Order Details:
East Allen Street Traffic Calming

06/07/202
Page 3 of

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

Ann G

Engineer

Barrett Bough

Contractor

Owner

City Engineer

Title

Division Manager

Title

Title

6/11/2021

Date

6-9-2021

Date

Date



Board of Public Works Staff Report

Project/Event: Change Order #1 for the Moores Pike and Smith Road Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 06/22/2021

Report:

This project was awarded on December 8, 2020 to E & B Paving. The Notice to Proceed was issued on December 21, 2020. Work began on or about February 24, 2021. This project includes installation of a sidewalk, curb ramps, and marked crosswalks at the intersection of Moores Pike and Smith Road. The original contract amount for this project was \$33,650.00. Change order #1 is required to balance out the final contact amount. If approved this change order will result in a decrease of \$2,272.45. The final adjusted contract amount will be \$31,377.55. Funding source: 454-05-050000-54310.

Item #005 205-06937 Temporary Silt Fence Decreased by 80.00 LFT deducting \$480.00
Item #006 303-01180 Compacted Aggregate No. 53's Decreased by 7.00 Tons deducting \$1,015.00
Item #008 604-06070 Sidewalk, Concrete Decreased by 4.08 SYS deducting \$428.40
Item #009 604-08086 Curb Ramp, Concrete Increased by 1.57 SYS adding \$447.45
Item #010 109-08359 Detectable Warning Surfaces Decreased by 0.6 SYS deducting \$213.00
Item #011 605-06120 Curb, Concrete Decreased by 4.00 LFT deducting \$540.00
Item #013 808-75297 Transverse Markings 24IN Decreased by 1.25 LFT deducting \$18.75
Item #014 808-75300 Transverse Markings 6IN Decreased by 4.75 LFT deducting \$23.75
Item #017 109-08359 Liquidated Damages Decreased by 1.00 DOL deducting \$1.00

If approved this change order will result in a decrease of \$2,272.45. The final adjusted contract amount will be \$31,377.55. Funding source: 454-05-050000-54310.

Recommendation and Supporting Justification: Change order #1 will result in a decrease of \$2,272.45. The final adjusted contract amount will be \$31,377.55. . Funding source: 454-05-050000-54310.

Russell White

Board of Public Works
Staff Report

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, Inc.

Contract Amount: \$33,650.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E & B paving \$33,650.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This project was awarded on December 8 2020 to E & B Paving. The Notice to Proceed was issued on December 21, 2020 Work began on or about February 24, 2021. This installation of a sidewalk, curb ramps, and marked crosswalks at the intersection of Moores Pike and Smith Road. The original contract amount for this project was \$33,650.00. Change order #1 is required to balance out the final contact amount. If approved this change order will result in a decrease of \$2,272.45. The final adjusted contract amount will be \$31,377.55. Funding source: 454-05-050000-54310.

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- Item #008 604-06070 Sidewalk, Concrete Decreased by 4.08 SYS deducting \$428.40
- Item #009 604-08086 Curb Ramp, Concrete Increased by 1.57 SYS adding \$447.45
- Item #010 109-08359 Detectable Warning Surfaces Decreased by 0.6 SYS deducting \$213.00

Russell White

Project Manager

Engineering Department

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana
Change Order Details
Smith Road at Moores Pike Sidewalk Project

Description	Contract: BC-2020-130-CN Installation of a sidewalk, curb ramps, and marked crosswalks at the intersection of Smith Road and Moores Pike.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Pending
Date Created	06/07/2021
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$33,650.00
Authorized Project Amount	\$33,650.00
Change Order Amount	-\$2,272.45
Revised Project Amount	\$31,377.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
005	205-06937	LFT	\$6.000	80.000	\$480.00	-80.000	-\$480.00	0.000	\$0.00
TEMPORARY SILT FENCE									
Reason: Balancing Change Order									
006	303-01180	TON	\$145.000	7.000	\$1,015.00	-7.000	-\$1,015.00	0.000	\$0.00
COMPACTED AGGREGATE NO. 53									
Reason: Balancing Change Order									
008	604-06070	SYS	\$105.000	18.000	\$1,890.00	-4.080	-\$428.40	13.920	\$1,461.60
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
009	604-08086	SYS	\$285.000	11.000	\$3,135.00	1.570	\$447.45	12.570	\$3,582.45
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
010	604-12083	SYS	\$355.000	5.000	\$1,775.00	-0.600	-\$213.00	4.400	\$1,562.00
DETECTABLE WARNING SURFACES									

Change Order Details:
 mlth Road at Moores Pike Sidewalk Project

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
011	605-06120	LFT	\$135.000	4.000	\$540.00	-4.000	-\$540.00	0.000	\$0.00
CURB, CONCRETE									
Reason: Balancing Change Order									
013	808-75297	LFT	\$15.000	48.000	\$720.00	-1.250	-\$18.75	46.750	\$701.25
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
014	808-75300	LFT	\$5.000	146.000	\$730.00	-4.750	-\$23.75	141.250	\$706.25
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.									
Reason: Balancing Change Order									
017	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED DAMAGES									
Reason: Balancing Change Order									
9 items			Totals		\$10,286.00		-\$2,272.45		\$8,013.55

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

Ann C

Engineer

Sharon Hansen

Contractor

Owner

City Engineer

Title

Estimator

Title

Title

6/11/2021

Date

6-8-21

Date

Date



Board of Public Works Staff Report

Project/Event: Request from Reed and Sons Construction, Inc. to fully close W 1st St from S Walker St to W Wylie St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Matthew Rollins

Date: June 22, 2021

Report: Reed and Sons Construction, Inc. is building a new IU Health EMS facility at 914 W 1st St. To complete the water and sewer connections they are requesting a full street closure of W 1st St from S Walker St to W Wylie from July 6th to July 8th. The westbound lane of W 1st St will be closed from July 12th to 14th. The sidewalk along the north side of the street will be closed with a pedestrian detour in place during for the duration of each closure. Reed and Sons has supplied a maintenance of traffic plan for all of the work.

They are closely coordinating the closures with IU Health and area EMS who transport to IU Health Bloomington.

June 15, 2021

Via Electronic Delivery

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

Re: W 1st Street Street/Lane Closures

Dear Board Members:

Reed & Sons Construction, Inc. ("Reed & Sons") is installing the site utilities on a project for IUH/Pepper Construction at 914 W 1st Street just West of the intersection with W Wylie St.

To facilitate this project, Reed & Sons is respectfully requesting the temporary closure of W 1st Street between W Wylie St and S Walker St as well as the closure of the sidewalk along W 1st Street in accordance with the attached Management of Traffic Plans. Reed & Sons is requesting the street closure from July 6, 2021, through July 8, 2021 and lane closure from July 12, 2021 through July 14, 2021.

Reed & Sons will coordinate with the Indiana University Health, Pepper Construction, City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Reed & Sons respectfully requests that the Board of Public Works approves the restrictions and/or closure referenced above.

Kind regards,



Matthew Rollins
Project Manager
Reed & sons Construction, Inc.

City of Bloomington
Planning & Transportation
101 N Morton St
Bloomington, IN 47404

June 7, 2021

Re: 914 W 1st Street ROW Excavation Permit

To Whom It May Concern:

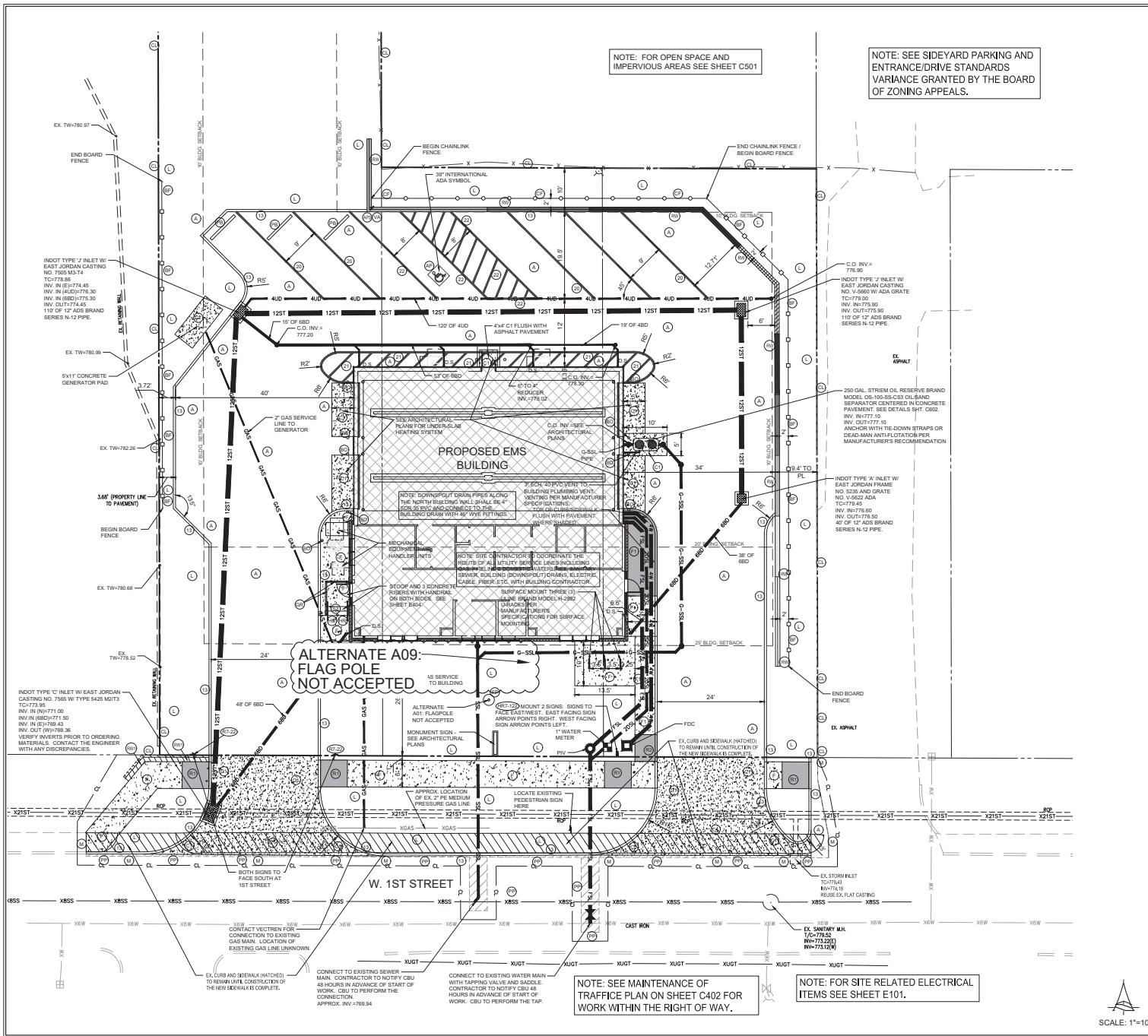
This letter is to inform you that Indiana University Health, Pepper Construction, and Reed & Sons Construction have all discussed and reviewed the proposed City of Bloomington ROW Permit Application and are all in agreement that "Option 2" which consists of closing W 1st Street for 3 days to install the water service and lane closures for the installation of the sanitary lateral a week later per the revised MOT plan submitted with the City of Bloomington ROW Use Permit Application is appropriate to complete the work required and that EMS traffic to and from the hospital will be closely coordinated among all three parties involved.

Permit and Revised MOT plan are attached for your convenience.

Kyle Jewart 6/8/2021
IU Health Representative (Owner)

Mac Flatch 06/07/2021
Pepper Construction Representative (General Contractor)

Matthew Rolles 6/9/21
Reed & Sons Construction Representative (Subcontractor)



BFA ARCHITECTURE
 BYNUM FANYO & ASSOCIATES, INC. CIVIL ENGINEERING
 PLANNING
 528 North Walnut Street Bloomington, Indiana
 (812) 332-8030 (812) 359-2990 (Fpx)

SITE LEGEND

D.S.	DOWNSPOUT
4B	4" CDR 30 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
6B	6" CDR 30 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
FSL	FIRE SUPPRESSION LINE ENCASED IN 2" POLYETHYLENE ENCASED DP FIRE SERVICE LINE (PRIVATELY OWNED) TO BE SIZED BY THE FIRE SUPPRESSION ENGINEER
4UD	4" DUAL WALL TYPE 'S' PERFORATED HOPE PIPE WRAPPED IN A FLEX SOCK
4W	4" POLYETHYLENE ENCASED DP WATER LINE (PRIVATELY OWNED) TO PERFORM CONNECTION F.I.C.
20SL	2" 20# 30 PSI BLUE ALTA CTS WATER PIPE DOMESTIC WATER SERVICE LINE
M	WATER LINE GATE VALVE
F.D.C.	FIRE DEPARTMENT 750# CONNECTION
F.H.	POST HOUSING VALVE
12ST	12" ADS BRAND SERIES N-12 HOPE SYSTEM SEWER PIPE (PRIVATELY OWNED)
SSL	6" 30# 30 PVC SANITARY SEWER LATERAL (PRIVATELY OWNED)
G-SLL	6" 30# 30 PVC GREASE LATERAL (PRIVATELY OWNED)
GLS	GAS SERVICE LINE
ELEC	ELECTRIC/DATA SERVICE LINE - SEE NOTE THIS SHEET

GRADING LEGEND

XXX	ELEVATION CONTOUR
FL	FLOWLINE
SPOT	SPOT GRADE ELEVATION
PAV	PAVEMENT ELEVATION
FT	FINISH FLOOR ELEVATION
FE	FINISH EARTH GRADE ELEVATION
FH	FINISH GRADE ELEVATION ON HIGH SIDE OF RETAINING WALL
FL	FINISH GRADE ELEVATION ON LOW SIDE OF RETAINING WALL
FT	FINISH TOP OF SIDEWALK ELEVATION
TC	FINISH TOP OF CASTING AT FLOWLINE
TR	FINISH TOP OF RETAINING WALL ELEV.

UTILITY LEGEND

D.S.	DOWNSPOUT
4B	4" CDR 30 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
6B	6" CDR 30 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
FSL	POLYETHYLENE ENCASED DP FIRE SERVICE LINE (PRIVATELY OWNED) TO BE SIZED BY THE FIRE SUPPRESSION ENGINEER
4UD	4" DUAL WALL TYPE 'S' PERFORATED HOPE PIPE WRAPPED IN A FLEX SOCK
4W	4" POLYETHYLENE ENCASED DP WATER LINE (PRIVATELY OWNED) TO PERFORM CONNECTION F.I.C.
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G-SLL	6" 30# 30 PVC GREASE LATERAL (PRIVATELY OWNED)
GLS	GAS SERVICE LINE
ELEC	ELECTRIC/DATA SERVICE LINE - SEE NOTE THIS SHEET

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPT'S AND NOTIFY ENGINEER OF ANY INCURRANCES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

CSO
 CIVIL SERVICE ORGANIZATION

**INDIANA UNIVERSITY HEALTH
 EMS DOWNTOWN STATION**

100% CONSTRUCTION ISSUE SET
 914 W 1ST ST Bloomington, Indiana 47403

Issue Date: 05/12/2021
 Drawn By: jst
 Checked By: jst

Drawing Title: **SITE PLAN**

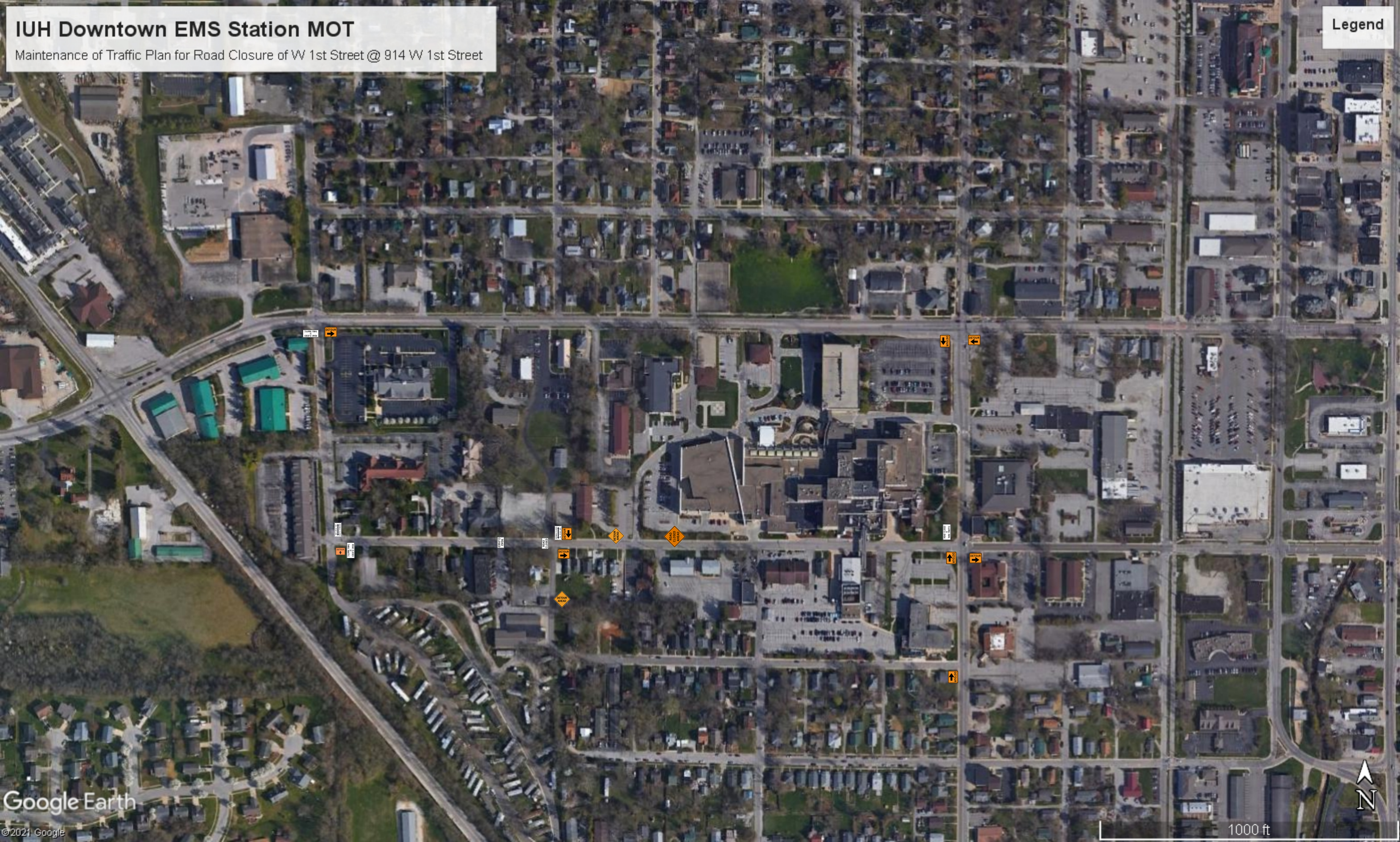
Scale: 1"=10'

Project Number: **19039.1**

IUH Downtown EMS Station MOT

Maintenance of Traffic Plan for Road Closure of W 1st Street @ 914 W 1st Street

Legend





Board of Public Works Claim Register

Invoice Date Range
06/09/21 - 06/25/21

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				
Allie Brock	01-refund adoption fee/rabbies vac-canine-5/29/21		06/25/2021	75.00
Katie Jones	01-refund adoption fee/rabbies vac-canine-6/10/21		06/25/2021	75.00
Account 43430 - Animal Adoption Fees Totals			Invoice 2	\$150.00
			Transactions	
Account 43460 - Medical				
Allie Brock	01-refund adoption fee/rabbies vac-canine-5/29/21		06/25/2021	15.00
Katie Jones	01-refund adoption fee/rabbies vac-canine-6/10/21		06/25/2021	15.00
Account 43460 - Medical Totals			Invoice 2	\$30.00
			Transactions	
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-power cord for laptop stand		06/25/2021	4.03
6530 - Office Depot, INC	01-label tape		06/25/2021	10.42
Account 52110 - Office Supplies Totals			Invoice 2	\$14.45
			Transactions	
Account 52210 - Institutional Supplies				
4832 - Animal Care Equipment & Services, LLC	01-Feral Cat Dens (3)		06/25/2021	337.25
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-6/4/21		06/25/2021	134.43
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-6/4/21		06/25/2021	439.30
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-5/3/21		06/25/2021	249.50
4549 - Kroger Limited Partnership I	01-bottled water for ACO field use-5/28/21		06/25/2021	7.15
4633 - Midwest Veterinary Supply, INC	01-syringes-5/20/21		06/25/2021	139.50



Board of Public Works Claim Register

Invoice Date Range
06/09/21 - 06/25/21

4633 - Midwest Veterinary Supply, INC	01-partnership program quarterly rebate-4/14/21	06/25/2021	(170.10)
4633 - Midwest Veterinary Supply, INC	01-steroids, antibiotics, supportive therapies-5/24/21	06/25/2021	249.59
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes, supportive therapies-5/20/21	06/25/2021	350.15
4137 - Patterson Veterinary Supply, INC	01-pain meds, antibiotics-6/3/21	06/25/2021	158.08
8002 - Safeguard Business Systems, INC	01-deposit slips (900)	06/25/2021	215.50
453 - ULINE, INC	01-chemical gloves, glove dispenser	06/25/2021	108.24
4666 - Zoetis, INC	01-HTW treatment meds-Diroban-I FDC 25 mg/ml	06/25/2021	383.20
Account 52210 - Institutional Supplies Totals		Invoice 13 Transactions	\$2,601.79
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-boots for seasonal employee-6/4/21	06/25/2021	43.39
313 - Fastenal Company	01-trash liners-6/4/21	06/25/2021	65.44
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2 Transactions	\$108.83
Account 52430 - Uniforms and Tools			
798 - Winters Associates Promotional Products, INC	01-ACO uniform shirts	06/25/2021	246.96
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	\$246.96
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-5/27/21	06/25/2021	797.08
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-s/n surgeries, diagnostics, other surgeries-5/25/21	06/25/2021	1,051.65
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-s/n surgeries, other surgeries-6/1/21	06/25/2021	601.69
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, diagnostics-5/11/21	06/25/2021	223.60
Account 53130 - Medical Totals		Invoice 4 Transactions	\$2,674.02
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-5/24/21	06/25/2021	22.82



4487 - PMB East, INC (PakMail)

01-BOH shipping-6/9/21

Board of Public Works Claim Register

Invoice Date Range
06/09/21 - 06/25/21

06/25/2021 22.82

Account **53220 - Postage** Totals Invoice 2 Transactions \$45.64

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

01-ACC-water/sewer bill-May 2021

06/09/2021 451.54

Account **53530 - Water and Sewer** Totals Invoice 1 Transactions \$451.54

Account **53540 - Natural Gas**

222 - Vectren

01-ACC-gas bill-5/4-6/2/21

06/14/2021 192.34

Account **53540 - Natural Gas** Totals Invoice 1 Transactions \$192.34

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

19-SA Repair of Furnace 22 @ Animal Shelter

BC 2020-75 06/25/2021 119.50

321 - Harrell Fish, INC (HFI)

19-SA Repair Furnace 28 Condensation Leak @ ACC

BC 2020-75 06/25/2021 107.00

321 - Harrell Fish, INC (HFI)

19-SA Replaced Disconnect/Shut Off Unit 38 @ACC

BC 2020-75 06/25/2021 699.66

Account **53610 - Building Repairs** Totals Invoice 3 Transactions \$926.16

Account **53990 - Other Services and Charges**

60 - Monroe County Solid Waste Management District

01-sharps disposal-5/5/21

06/25/2021 48.00

Account **53990 - Other Services and Charges** Totals Invoice 1 Transactions \$48.00

Program **010000 - Main** Totals Invoice 34 Transactions \$7,489.73

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

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-HTW treatment-6/2/21

06/25/2021 136.49

50771 - Bloomington Veterinary Medicine, PC

01-emergency vet visit-5/30/21

06/25/2021 374.24

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

01-s/n surgeries, diagnostics, other surgeries-5/25/21

06/25/2021 947.41

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

01-spay/neuter surgeries, diagnostics-5/11/21

06/25/2021 608.11



Board of Public Works Claim Register

Invoice Date Range
06/09/21 - 06/25/21

Account 53130 - Medical Totals	Invoice 4	\$2,066.25
Program 010001 - Donations Over \$5K Totals	Transactions	
	Invoice 4	\$2,066.25
Department 01 - Animal Shelter Totals	Transactions	
	Invoice 38	\$9,555.98
	Transactions	

Department **02 - Public Works**

Program **020000 - Main**

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	02-APWA Accreditation Online Software	06/14/2021	249.00
3560 - First Financial Bank / Credit Cards	02-APWA Accreditation Workshop Webinar	06/14/2021	50.00

Account 53160 - Instruction Totals	Invoice 2	\$299.00
	Transactions	

Account **53210 - Telephone**

1079 - AT&T	02-Radio circuits-phone charges 4/29-5/28/21	06/09/2021	181.19
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Account 53210 - Telephone Totals	Invoice 1	\$181.19
	Transactions	

Account **53650 - Other Repairs**

5936 - Emily E Wilson	04 ESD Art allocation from funded projects	06/25/2021	1,000.00
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Account 53650 - Other Repairs Totals	Invoice 1	\$1,000.00
	Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	02-Notary License Fee for Melissa Hirtzel in Public Work	06/14/2021	75.00
3560 - First Financial Bank / Credit Cards	02-Knox Vault for Trades Garage	06/14/2021	738.00
3560 - First Financial Bank / Credit Cards	02-2.5 Ton Pallet Jack	06/14/2021	299.99
3560 - First Financial Bank / Credit Cards	02 - EV Connect	06/14/2021	18.61
3560 - First Financial Bank / Credit Cards	02 - EV Connect	06/14/2021	12.91
7146 - Routeware, INC	02-Annual Support Fee for Route Mgmt Software	BC 2019-104 06/25/2021	26,057.97

Account 53990 - Other Services and Charges Totals	Invoice 6	\$27,202.48
	Transactions	



Board of Public Works Claim Register

Invoice Date Range
06/09/21 - 06/25/21

Program 020000 - Main Totals	Invoice 10	\$28,682.67
	Transactions	
Department 02 - Public Works Totals	Invoice 10	\$28,682.67
	Transactions	

Department **03 - City Clerk**

Program **030000 - Main**

Account **52110 - Office Supplies**

501 - Karl Clark (KC Designs)	03-Envelopes & Letterhead Clerk's Office	06/25/2021	370.00
6530 - Office Depot, INC	03-Purell sanitizing wipes-4 packages	06/25/2021	32.36
	Account 52110 - Office Supplies Totals	Invoice 2	\$402.36
		Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	03-VCU Web OCPE-IIMC Training-Athenian Dialogue	06/14/2021	100.00
	Account 53160 - Instruction Totals	Invoice 1	\$100.00
		Transactions	

Account **53310 - Printing**

20152 - Municipal Code Corporation	03-Supplement 39, Update 1 to the Code of Ordinances	06/25/2021	6,344.00
	Account 53310 - Printing Totals	Invoice 1	\$6,344.00
		Transactions	

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-Publication Ord 21-26-5/25/21	06/25/2021	64.18
	Account 53320 - Advertising Totals	Invoice 1	\$64.18
		Transactions	

Account **53990 - Other Services and Charges**

20152 - Municipal Code Corporation	03-Administrative Support Fee 12/1/20-11/30/21	06/25/2021	475.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$475.00
		Transactions	
	Program 030000 - Main Totals	Invoice 6	\$7,385.54
		Transactions	
	Department 03 - City Clerk Totals	Invoice 6	\$7,385.54
		Transactions	

Department **04 - Economic & Sustainable Dev**



Program **040000 - Main**

Board of Public Works Claim Register

Invoice Date Range
06/09/21 - 06/25/21

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	04-Domain & Email Monthly Subscription - Online Farmers' Market	06/14/2021	6.99
3560 - First Financial Bank / Credit Cards	04 - Monthly Hootsuite Subscription for BEAD - 2021	06/14/2021	5.99
3560 - First Financial Bank / Credit Cards	04-Local Food Marketplace Platform Fee - Online Farmers' Market	06/14/2021	59.00
3560 - First Financial Bank / Credit Cards	04-DocuSign Annual Software License 2021-2022	06/14/2021	1,800.00
53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	06/25/2021	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 5 Transactions	\$1,890.30

Account 53970 - Mayor's Promotion of Business

413 - Bloomington Paint & Wallpaper Co	04-Paint Supplies for Public Art Mural	06/25/2021	131.87
4443 - The Sherwin Williams Company	04-Paint for Public Art Mural	06/25/2021	148.95
Account 53970 - Mayor's Promotion of Business Totals		Invoice 2 Transactions	\$280.82

Account 53990 - Other Services and Charges

6515 - Green Camino, INC (Earthkeepers)	04 - Monthly City Composting Fees	06/25/2021	270.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$270.00
Program 040000 - Main Totals		Invoice 8 Transactions	\$2,441.12

Program 04RCVR - Recover Foward

Account 53960 - Grants

208 - City Of Bloomington Utilities	04-122 S Walnut-Waldron-water/sewer bill-May 2021	06/14/2021	47.49
223 - Duke Energy	04-Waldron-120 S. Walnut-elec. chgs 5/3-6/2/21	06/14/2021	460.18
222 - Vectren	04-Waldron-120 S. Walnut-5/3-6/1/21	06/14/2021	53.94
Account 53960 - Grants Totals		Invoice 3 Transactions	\$561.61
Program 04RCVR - Recover Foward Totals		Invoice 3 Transactions	\$561.61



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Invoice Date Range
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Department **04 - Economic & Sustainable Dev** Totals

Invoice 11
Transactions \$3,002.73

Department **05 - Common Council**

Program **050000 - Main**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

3560 - First Financial Bank / Credit Cards	05 - Making Cities Livable Conference - CM Piedmont-Smith	06/14/2021	695.00
259 - Indiana Association Of Cities & Towns (AIM)	05 - AIM Virtual Meeting Seminar - Lucas & Lacy	06/25/2021	100.00

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals Invoice 2 \$795.00

Transactions

Program **050000 - Main** Totals Invoice 2 \$795.00

Transactions

Department **05 - Common Council** Totals Invoice 2 \$795.00

Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52110 - Office Supplies**

651 - Engraving & Stamp Center, INC	06-signature stamp	06/25/2021	30.95
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Account **52110 - Office Supplies** Totals Invoice 1 \$30.95

Transactions

Account **53640 - Hardware and Software Maintenance**

3560 - First Financial Bank / Credit Cards	06-Tax software for 1099-S Real Estate Forms (OOTC)	06/14/2021	314.00
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Account **53640 - Hardware and Software Maintenance** Totals Invoice 1 \$314.00

Transactions

Account **53730 - Machinery and Equipment Rental**

371 - Pitney Bowes, INC	06-Mail Meter Rental 2021	06/25/2021	120.00
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Account **53730 - Machinery and Equipment Rental** Totals Invoice 1 \$120.00

Transactions

Account **53990 - Other Services and Charges**

5648 - Reedy Financial Group, PC	06 Financial Service TIF	06/25/2021	8,468.85
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5648 - Reedy Financial Group, PC	06-Financial Consulting	06/25/2021	26,496.50
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5648 - Reedy Financial Group, PC

5444 - Tyler Technologies, INC

Department **07 - Engineering**

Program **070000 - Main**

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety

5819 - Synchrony Bank

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

06-Financial Consulting

06-Energov Community Development Software

Account **53990 - Other Services and Charges** Totals

Program **060000 - Main** Totals

Department **06 - Controller's Office** Totals

07-traffic supplies--(3)duct tape, (2 Bxs) 27 ramset load etc

07-Square stand for Engineering iPad

Account **52420 - Other Supplies** Totals

07-Reimburse CC Engineering for Instruction for Mike Stewart

Account **53160 - Instruction** Totals

07-doxpop mo. subscription 5/13/21 (Eng)_public records access

Account **53910 - Dues and Subscriptions** Totals

Program **070000 - Main** Totals

Department **07 - Engineering** Totals

09-facial tissues

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06/25/2021 4,416.45

06/25/2021 14,743.75

Invoice 4 \$54,125.55

Transactions

Invoice 7 \$54,590.50

Transactions

Invoice 7 \$54,590.50

Transactions

06/25/2021 56.15

06/25/2021 143.12

Invoice 2 \$199.27

Transactions

06/14/2021 150.00

Invoice 1 \$150.00

Transactions

06/14/2021 15.00

Invoice 1 \$15.00

Transactions

Invoice 4 \$364.27

Transactions

Invoice 4 \$364.27

Transactions

06/25/2021 43.59



6530 - Office Depot, INC

Account **53960 - Grants**

205 - City Of Bloomington

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

199 - Monroe County Government

Account **53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)

Account **53910 - Dues and Subscriptions**

4652 - Indiana State Bar Association

Program **101000 - Human Rights**

Account **52420 - Other Supplies**

732 - Barbara E McKinney

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Invoice Date Range
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09--wrist support for M. Shermis	06/25/2021	15.79
Account 52110 - Office Supplies Totals	Invoice 2	<u>\$59.38</u>
	Transactions	
09-CFRD Silver Sponsorship Juneteenth Celebration	06/25/2021	400.00
Account 53960 - Grants Totals	Invoice 1	<u>\$400.00</u>
	Transactions	
Program 090000 - Main Totals	Invoice 3	<u>\$459.38</u>
	Transactions	
Department 09 - CFRD Totals	Invoice 3	<u>\$459.38</u>
	Transactions	
10-April 2021 copies (2)	06/25/2021	2.00
Account 53120 - Special Legal Services Totals	Invoice 1	<u>\$2.00</u>
	Transactions	
10-webinar for 6 attorneys-6/30/21	06/25/2021	300.00
Account 53160 - Instruction Totals	Invoice 1	<u>\$300.00</u>
	Transactions	
10-Guthrie-2021 Dues	06/25/2021	319.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$319.00</u>
	Transactions	
Program 100000 - Main Totals	Invoice 3	<u>\$621.00</u>
	Transactions	
10-2021 4th of July Parade supplies	06/25/2021	51.00
Account 52420 - Other Supplies Totals	Invoice 1	<u>\$51.00</u>
	Transactions	



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Program **101000 - Human Rights** Totals
Department **10 - Legal** Totals

Invoice 1	\$51.00
Transactions	
Invoice 4	\$672.00
Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	11-"I'm vaccinated" buttons	06/14/2021	144.50
	Account 52420 - Other Supplies Totals	Invoice 1	\$144.50
		Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	11-MC registration for Int'l Town Gown Association conf.	06/14/2021	299.00
	Account 53160 - Instruction Totals	Invoice 1	\$299.00
		Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	11-Just Host for bloomingtonhospitalsite.com	06/14/2021	155.88
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/13	06/14/2021	3.75
3560 - First Financial Bank / Credit Cards	11-CASTR subscription for streaming	06/14/2021	39.99
	Account 53910 - Dues and Subscriptions Totals	Invoice 3	\$199.62
		Transactions	

Account **53960 - Grants**

3560 - First Financial Bank / Credit Cards	11-two seats for Women Excel Bloomington awards	06/14/2021	70.00
	Account 53960 - Grants Totals	Invoice 1	\$70.00
		Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/24	06/14/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/27	06/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 4/30	06/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/3	06/14/2021	5.00



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3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/6	06/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/10	06/14/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/17	06/14/2021	7.50
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 5/20	06/14/2021	6.25
Account 53990 - Other Services and Charges Totals		Invoice 8	<u>\$42.50</u>
		Transactions	
Program 110000 - Main Totals		Invoice 14	<u>\$755.62</u>
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 14	<u>\$755.62</u>
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	12-Job Ad \$500.00	06/14/2021	500.00
3560 - First Financial Bank / Credit Cards	12-Job Ad \$275.00	06/14/2021	275.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12-HT Ads \$836.34	06/25/2021	836.34
Account 53320 - Advertising Totals		Invoice 3	<u>\$1,611.34</u>
		Transactions	
Account 53990 - Other Services and Charges			
19660 - Bose McKinney & Evans, LLP	12-Consulting Services \$178.00	06/25/2021	178.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$178.00</u>
		Transactions	
Program 120000 - Main Totals		Invoice 4	<u>\$1,789.34</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 4	<u>\$1,789.34</u>
		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-Blgtn UDO-services thru 5/31/21	06/25/2021	337.50



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Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$337.50
		Transactions	
Account 54310 - Improvements Other Than Building			
19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp-serv. 5/1-5/28/21	BC 2020-94 06/25/2021	10,596.80
Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$10,596.80
		Transactions	
Program 130000 - Main Totals		Invoice 2	\$10,934.30
		Transactions	
Department 13 - Planning Totals		Invoice 2	\$10,934.30
		Transactions	
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
4574 - John Deere Financial (Rural King)	19-trash bags, towels in a box	06/25/2021	81.94
4574 - John Deere Financial (Rural King)	19-trash bags for City Hall	06/25/2021	151.92
409 - Black Lumber Co. INC	19-Credit Memo for Quikrete Concrete Gravel Mix Returned	06/25/2021	(64.35)
409 - Black Lumber Co. INC	19-Quikrete Concrete Gravel Mix	06/25/2021	51.48
409 - Black Lumber Co. INC	19- (3) bags of Concrete Gravel Mix	06/25/2021	12.87
394 - Kleindorfer Hardware & Variety	19- 3/4" House bib & 1" busing @ City Hall	06/25/2021	11.68
Account 52310 - Building Materials and Supplies Totals		Invoice 6	\$245.54
		Transactions	
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19-Pants for Facilities Employees, inv# 1824858333	BC 2009-52 06/25/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Weekly Uniform Pants for Facility Employees, inv# 1824867878	BC 2009-52 06/25/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Weekly Uniform Pants for Facility Employees, inv# 1824877495	BC 2009-52 06/25/2021	35.43
Account 52430 - Uniforms and Tools Totals		Invoice 3	\$106.29
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - May 2021	06/09/2021	755.57



208 - City Of Bloomington Utilities

19-Temp Mtr-Graffiti Team-water/sewer bill-May 2021

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06/09/2021 15.48

Account **53530 - Water and Sewer** Totals

Invoice 2
Transactions

\$771.05

Account **53610 - Building Repairs**

32 - Cassady Electrical Contractors, INC	19-SA Install 120v GFCI outlet in Weight Room for Water Fountain		06/25/2021	425.00
912 - Central Security Systems, INC	19-Com Mon W/Test 7/1/21-9/30/21		06/25/2021	150.00
4483 - City Lawn Corporation	19- SA Mowing Tapp/Rockport 4/22	BC 2020-71	06/25/2021	35.00
4483 - City Lawn Corporation	19-SA Mowing 1910 W 3rd 4/14 ,21 ,28	BC 2020-71	06/25/2021	120.00
4483 - City Lawn Corporation	19-SA Mowing 2nd/Weimer 4/9, 4/22	BC 2020-71	06/25/2021	70.00
4483 - City Lawn Corporation	19-SA Mowing 3410 S Walnut 4/9,47,23,30, Inv# 18303	BC 2020-71	06/25/2021	480.00
4483 - City Lawn Corporation	19-SA Mowing Training Center/Dog Pen 4/9,23,30, Inv# 18304	BC 2020-71	06/25/2021	285.00
4483 - City Lawn Corporation	19-SA Mowing 2541 W 3rd 4/8,14,21,28	BC 2020-71	06/25/2021	200.00
4483 - City Lawn Corporation	19-SA Mowing 4th/Washington 4/7,21,28	BC 2020-71	06/25/2021	90.00
4483 - City Lawn Corporation	19-SA Mowing City Hall 4/9,22,28	BC 2020-71	06/25/2021	150.00
4483 - City Lawn Corporation	19-SA Mowing 2nd/Weimer 5/10,20	BC 2020-71	06/25/2021	70.00
4483 - City Lawn Corporation	19-SA Mowing Tapp/Rockport 5/6,19, Inv# 18439	BC 2020-71	06/25/2021	70.00
4483 - City Lawn Corporation	19-SA Mowing City Hall 5/6,13,21,26	BC 2020-71	06/25/2021	60.00
4483 - City Lawn Corporation	19-SA Mowing 1910 W 3rd 5/5,12,19,25; Inv# 18441	BC 2020-71	06/25/2021	160.00
4483 - City Lawn Corporation	19-SA Mowing 2541 W 3rd 5/5,19,25	BC 2020-71	06/25/2021	150.00
4483 - City Lawn Corporation	19-SA Mowing 3410 S Walnut 5/7,12,19,26	BC 2020-71	06/25/2021	480.00
4483 - City Lawn Corporation	19-SA Mowing Training Center/Dog Pen 5/7,13,20,26	BC 2020-71	06/25/2021	380.00
4483 - City Lawn Corporation	19-SA Mowing 4th/Washington 5/5,12,19,25	BC 2020-71	06/25/2021	120.00
321 - Harrell Fish, INC (HFI)	19-SA Heat Pump Alarm, Drain is Full @ City Hall, INV# W66795	BC 2020-75	06/25/2021	876.89
1537 - Indiana Door & Hardware Specialties, INC	19-SA Commercial Lock and Deadbolt for Mayor's Office	BC 2021-22	06/25/2021	473.00



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392 - Koorsen Fire & Security, INC	19- March 2021 Annual Fire Alarm Inspection for City Hall	BC 2019-126	06/25/2021	525.82
7402 - Nature's Way, INC	19- Plant Maintenance, Inv# 52943	BC 2021-43	06/25/2021	353.43
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Fleet Maint Garage for May 2021	BC 2020-102	06/25/2021	992.00
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Sanitation for May 2021	BC 2020-102	06/25/2021	757.92
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for City Hall for May 2021	BC 2020-102	06/25/2021	12,489.20
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Street & Traffic for May 2021	BC 2020-102	06/25/2021	1,522.20
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Animal Care & Control for May 2021	BC 2020-102	06/25/2021	1,391.26
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	19-Repair of Paver Patio		06/25/2021	5,000.00
Account 53610 - Building Repairs Totals			Invoice 28 Transactions	\$27,876.72
Account 53990 - Other Services and Charges				
60 - Monroe County Solid Waste Management District	19-DisposalNon PCB Ballast,Fluorescent Tubes,U-Tubes		06/25/2021	43.69
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	\$43.69
Program 190000 - Main Totals			Invoice 40 Transactions	\$29,043.29
Department 19 - Facilities Maintenance Totals			Invoice 40 Transactions	\$29,043.29
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	28 - Cell phone holster - Mike Crump		06/25/2021	10.99
Account 52420 - Other Supplies Totals			Invoice 1 Transactions	\$10.99
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	28-URISA Addressing Workshop - Max Stier		06/14/2021	150.00
3560 - First Financial Bank / Credit Cards	28 - Admin. Professionals Conference Fall 2021- Desiree King		06/14/2021	2,220.00
3560 - First Financial Bank / Credit Cards	28-URISA Addressing Workshop - Laura Haley		06/14/2021	75.00



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3560 - First Financial Bank / Credit Cards	28-URISA Addressing Workshop - Richard Creek	06/14/2021	150.00
3560 - First Financial Bank / Credit Cards	28-HLayer SACP Cert Exam - Stefanie Green	06/14/2021	329.00
Account 53160 - Instruction Totals		Invoice 5 Transactions	\$2,924.00
Account 53640 - Hardware and Software Maintenance			
53442 - Paragon Micro, INC	28-AVG antivirus annual renewal 5/19/21-5/19/22	06/25/2021	4,289.99
8750 - Service Express, INC	28-Server Maint.-7/1-9/30 & 10/1-12/31/2021-ITS portion	06/25/2021	4,320.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2 Transactions	\$8,609.99
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - Canva Pro - annual subscription	06/14/2021	897.84
3560 - First Financial Bank / Credit Cards	28-Google API - May 1-31, 2021	06/14/2021	81.81
3560 - First Financial Bank / Credit Cards	28-Google domain reg. May 2021 - bloomingtonhospitalsite.com	06/14/2021	12.00
3560 - First Financial Bank / Credit Cards	28 - Submittable Basic Monthly Subscription May-June 2021	06/14/2021	119.00
3560 - First Financial Bank / Credit Cards	28-Zoom Business Annual Subscription - 5/20/21-5/19/22	06/14/2021	6,227.10
3560 - First Financial Bank / Credit Cards	28 - Zoom Standard Biz Annual proration credit 5/21/21- 5/19/22	06/14/2021	996.76
3560 - First Financial Bank / Credit Cards	28-Site 24x7 monthly subscription 5/27-6/26/2021	06/14/2021	39.00
5786 - Promevo, LLC	28-Google Voice monthly sub. May 2021- M. Crump & M. Freeman	06/25/2021	77.00
Account 53910 - Dues and Subscriptions Totals		Invoice 8 Transactions	\$8,450.51
Account 54420 - Purchase of Equipment			
3560 - First Financial Bank / Credit Cards	28 - Apple phone adapter - Joanna Sparks - CARES	06/14/2021	14.00
3560 - First Financial Bank / Credit Cards	28 - Best Buy-HP LaserJet Pro M227fdw	06/14/2021	268.99
50972 - CDW, LLC	28-OWL Pro Premium 360 for Legal - CARES	06/25/2021	1,062.08
50972 - CDW, LLC	28-Two Meeting OWL Pro 360 units - CBU - CARES	06/25/2021	2,124.16
50972 - CDW, LLC	28-Two Meeting OWL Pro 360 units - Showers - CARES	06/25/2021	2,124.16



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53442 - Paragon Micro, INC	28-Dell performance dock - Roy Aten - CARES	06/25/2021	259.99
53442 - Paragon Micro, INC	28-Two wireless keyboard/mice combos - ITS - CARES	06/25/2021	177.98
53442 - Paragon Micro, INC	28-Dell Latitude laptop - Liz Carter - CARES	06/25/2021	1,689.99
53442 - Paragon Micro, INC	28-Laptop bag - CFRD - CARES	06/25/2021	29.99
53442 - Paragon Micro, INC	28-Laptop bag and dock - OOTM - CARES	06/25/2021	278.98
5819 - Synchrony Bank	28-Chromecast device for Showers meeting rooms	06/25/2021	29.99
5819 - Synchrony Bank	28-Two 128GB SD cards and iPad handle - CBU - CARES	06/25/2021	49.47
5819 - Synchrony Bank	28 - Otterbox phone case 1 - CFRD	06/25/2021	59.95
5819 - Synchrony Bank	28-Four ceiling mounts for OWL units - CARES	06/25/2021	121.96
5819 - Synchrony Bank	28 - 5 webcams for ITS stock	06/25/2021	424.95
Account 54420 - Purchase of Equipment Totals		Invoice 15	<u>\$8,716.64</u>
		Transactions	
Program 280000 - Main Totals		Invoice 31	<u>\$28,712.13</u>
		Transactions	
Department 28 - ITS Totals		Invoice 31	<u>\$28,712.13</u>
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 176	<u>\$176,742.75</u>
		Transactions	
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090004 - Com Serv- Accessibility			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	09-Amazon--CCA Gather 'round the Table - book	06/25/2021	13.09
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$13.09</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-ADA and Jails--registration training fee for M. Shermis	06/14/2021	10.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$10.00</u>
		Transactions	



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Program **G20009 - 2020 COVID Safe Recovery Site**

Account **53960 - Grants**

1618 - Shalom Community Center, INC

09-Monroe County Isolation Ctr-COVID19 expenses 3/5-3/31/21

06/25/2021 103,341.26

Account **53960 - Grants** Totals

Invoice 1 \$103,341.26

Transactions

Program **G20009 - 2020 COVID Safe Recovery Site** Totals

Invoice 1 \$103,341.26

Transactions

Department **09 - CFRD** Totals

Invoice 3 \$103,364.35

Transactions

Fund **312 - Community Services** Totals

Invoice 3 \$103,364.35

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 service-May 2021/ticket locates over allowance

06/25/2021 4,900.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1 \$4,900.00

Transactions

Account **54450 - Equipment**

53442 - Paragon Micro, INC

25-CapR-LED monitors-split w/Engineering

06/25/2021 338.99

53442 - Paragon Micro, INC

25 - CapR - 61 laptops, 32 cases, 32 docks-partial

06/25/2021 4,559.97

53442 - Paragon Micro, INC

25-CapR-LED monitor

06/25/2021 147.99

53442 - Paragon Micro, INC

25-CapR - 61 laptops, 32 cases, 32 docks-partial

06/25/2021 909.99

Account **54450 - Equipment** Totals

Invoice 4 \$5,956.94

Transactions

Program **254000 - Infrastructure** Totals

Invoice 5 \$10,856.94

Transactions

Program **256000 - Services**

Account **53150 - Communications Contract**



4170 - Comcast Cable Communications, INC

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28-3940 N Kinser Pike-internet & TV-6/21-7/20/21

06/14/2021 149.05

Account **53150 - Communications Contract** Totals

Invoice 1 \$149.05

Transactions

Program **256000 - Services** Totals

Invoice 1 \$149.05

Transactions

Department **25 - Telecommunications** Totals

Invoice 6 \$11,005.99

Transactions

Fund **401 - Non-Reverting Telecom (S1146)** Totals

Invoice 6 \$11,005.99

Transactions

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy 02-3rd/5th/Adams traffic signal-elec chgs 4/26-5/25/21 06/09/2021 45.81

223 - Duke Energy 02-308 N. Rogers-Crosswalk-elec. chgs 4/28-5/27/21 BC 2019-99 06/09/2021 10.85

223 - Duke Energy 02-College Mall & Moores Pk-signal chgs 4/30-6/1/21 06/09/2021 47.54

223 - Duke Energy 02-W. 17th St Reconstruction Proj.-5/13-5/28/21 BC 2019-15 06/14/2021 109.28

223 - Duke Energy 02-6th & Lincoln-meter surface lot-elec. chgs 5/4-6/3/21 BC 2019-74 06/14/2021 16.27

Account **53520 - Street Lights / Traffic Signals** Totals

Invoice 5 \$229.75

Transactions

Program **200000 - Main** Totals

Invoice 5 \$229.75

Transactions

Department **20 - Street** Totals

Invoice 5 \$229.75

Transactions

Fund **450 - Local Road and Street(S0706)** Totals

Invoice 5 \$229.75

Transactions

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company 20-safety supplies-safety glasses, gloves, spray paint- 06/25/2021 65.58

5/25/21



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15449 - Rosen & Rosen Industries (R&R Industries)	20-Safety Vests	06/25/2021	577.32
5819 - Synchrony Bank	20-Eye Wash for Tree Crew	06/25/2021	29.86
Account 52210 - Institutional Supplies Totals		Invoice 3 Transactions	\$672.76
Account 52310 - Building Materials and Supplies			
4574 - John Deere Financial (Rural King)	20-Aluminum bracket flag	06/25/2021	9.99
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	\$9.99
Account 52420 - Other Supplies			
4574 - John Deere Financial (Rural King)	20-Weedeater, line & mix for trimming	06/25/2021	503.65
409 - Black Lumber Co. INC	20-Traffic Bldg-wasp & hornet spray, sharpies-6/1/21	06/25/2021	7.95
394 - Kleindorfer Hardware & Variety	20-Tree Crew-chains, grab hooks	06/25/2021	79.58
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	\$591.18
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles-May 2021	06/25/2021	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$2,321.25
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Paging Services for Snow Control-July 2021	06/25/2021	87.26
Account 53250 - Pagers Totals		Invoice 1 Transactions	\$87.26
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-May 2021	06/09/2021	41.84
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-May 2021	06/09/2021	250.74
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-May 2021	06/09/2021	35.28
Account 53530 - Water and Sewer Totals		Invoice 3 Transactions	\$327.86
Account 53730 - Machinery and Equipment Rental			



351 - Young Trucking, INC

20-Hauling Services for transporting equipment-4/29/21

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06/25/2021 575.00

Account **53730 - Machinery and Equipment Rental** Totals

Invoice 1
Transactions \$575.00

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-6/2/21

06/25/2021 34.28

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-6/2/21

BC 2009-52 06/25/2021 12.68

Account **53920 - Laundry and Other Sanitation Services** Totals

Invoice 2
Transactions \$46.96

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140

20-Sweeper dump disposal fee-4/21/21

06/25/2021 1,073.69

Account **53950 - Landfill** Totals

Invoice 1
Transactions \$1,073.69

Account **53990 - Other Services and Charges**

244 - Bloomington Ford, INC

20-Repairs to vehicle #462 due to accident

06/25/2021 3,574.91

10330 - Kevin R Huntley (Green Earth Recycling & Compost)

20-tree limb disposal-3 loads-May 2021

06/25/2021 66.00

902 - Indiana Underground Plant Protection Service, INC

20-IN 811 calls, monthly tickets-May 2021-759 tickets

06/25/2021 721.05

6152 - K&S Rolloff, INC

20-Rolloff Service Fee for sweeper dump containers-4/21/21

06/25/2021 200.00

19444 - Jeffery D Todd (Todd Septic Tank Service)

20-pump saltwater collection tanks-6/6/21

06/25/2021 170.00

Account **53990 - Other Services and Charges** Totals

Invoice 5
Transactions \$4,731.96

Program **200000 - Main** Totals

Invoice 21
Transactions \$10,437.91

Department **20 - Street** Totals

Invoice 21
Transactions \$10,437.91

Fund **451 - Motor Vehicle Highway(S0708)** Totals

Invoice 21
Transactions \$10,437.91

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**



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6530 - Office Depot, INC	26-Office Supplies for Trades Garage, INV# 173677817001		06/25/2021	13.99
6530 - Office Depot, INC	26-Office Chair, 3-drawer file cab.marker, scissor, tape & paper		06/25/2021	503.91
6530 - Office Depot, INC	26-Trades Office 3-Shelf rack, Desk and 5-shelf bookcase		06/25/2021	539.97
Account 52110 - Office Supplies Totals			Invoice 3 Transactions	\$1,057.87
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	26-key ring, brass tags		06/25/2021	14.72
394 - Kleindorfer Hardware & Variety	26- 2 - Wet floor signs for Parking Services		06/25/2021	33.98
Account 52310 - Building Materials and Supplies Totals			Invoice 2 Transactions	\$48.70
Account 52340 - Other Repairs and Maintenance				
6945 - Bruce Norton (Station 43 Design)	26- Sign Package for Trades Garage		06/25/2021	4,240.00
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1 Transactions	\$4,240.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-May 2021		06/09/2021	47.56
Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	\$47.56
Account 53630 - Machinery and Equipment Repairs				
3397 - Evens Time, INC	26-Repair of Morton Garage Entry Gate		06/25/2021	445.99
3397 - Evens Time, INC	26-Repair of Walnut Gate Arm		06/25/2021	522.99
Account 53630 - Machinery and Equipment Repairs Totals			Invoice 2 Transactions	\$968.98
Account 53640 - Hardware and Software Maintenance				
5976 - EV Connect, INC	26- EV Connect Management System Renewal	BC 2020-12	06/25/2021	996.00
3397 - Evens Time, INC	26-Inv# 5350 Intercom Service fee	BC 2021-46	06/25/2021	40,000.00
3397 - Evens Time, INC	26-SA Inspection Services on PARCS , inv# 5296	BC 2021-45	06/25/2021	19,528.76
392 - Koorsen Fire & Security, INC	26-Installation of Fire Alarm Communicator @ Trades	BC 2019-126	06/25/2021	848.40



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Account 53640 - Hardware and Software Maintenance Totals		Invoice 4	\$61,373.16
		Transactions	
Program 260000 - Main Totals		Invoice 13	\$67,736.27
		Transactions	
Department 26 - Parking Totals		Invoice 13	\$67,736.27
		Transactions	
Fund 452 - Parking Facilities(S9502) Totals		Invoice 13	\$67,736.27
		Transactions	
Fund 455 - Parking Meter Fund(S2141)			
Department 09 - CFRD			
Program 090000 - Main			
Account 53960 - Grants			
3164 - New Hope Family Shelter, INC	09-Downtown Outreach-Emergency Motel Prog-2021 Q1	06/25/2021	8,070.51
1618 - Shalom Community Center, INC	09-DTO Grant-Weekend Hours and Outreach Program at Shalom	06/25/2021	25,900.00
		Account 53960 - Grants Totals	Invoice 2
		Transactions	\$33,970.51
		Program 090000 - Main Totals	Invoice 2
		Transactions	\$33,970.51
		Department 09 - CFRD Totals	Invoice 2
		Transactions	\$33,970.51
Department 26 - Parking			
Program 260000 - Main			
Account 52340 - Other Repairs and Maintenance			
395 - Kirby Risk Corp	26-conduit for meter post	06/25/2021	632.92
		Account 52340 - Other Repairs and Maintenance Totals	Invoice 1
		Transactions	\$632.92
Account 52420 - Other Supplies			
244 - Bloomington Ford, INC	26-Ford Explorer SUV Hybrid consoles for (2) vehicles	06/25/2021	637.00
313 - Fastenal Company	26-cement for meter post install	06/25/2021	233.49
		Account 52420 - Other Supplies Totals	Invoice 2
		Transactions	\$870.49
Account 52430 - Uniforms and Tools			



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54558 - The Uniform House, INC	26-summer style hats for parking officers		06/25/2021	107.80
54558 - The Uniform House, INC	26-shirts for Justin Heath		06/25/2021	84.42
54558 - The Uniform House, INC	26- shirts for Ross Jackson		06/25/2021	148.40
Account 52430 - Uniforms and Tools Totals			Invoice 3	\$340.62
			Transactions	
Account 53640 - Hardware and Software Maintenance				
54432 - T2 Systems, INC	26-May 2021 Rovr Returns		06/25/2021	514.80
Account 53640 - Hardware and Software Maintenance Totals			Invoice 1	\$514.80
			Transactions	
Account 53910 - Dues and Subscriptions				
4170 - Comcast Cable Communications, INC	26-Parking Trans office internet services		06/14/2021	158.45
Account 53910 - Dues and Subscriptions Totals			Invoice 1	\$158.45
			Transactions	
Program 260000 - Main Totals			Invoice 8	\$2,517.28
			Transactions	
Department 26 - Parking Totals			Invoice 8	\$2,517.28
			Transactions	
Fund 455 - Parking Meter Fund(S2141) Totals			Invoice 10	\$36,487.79
			Transactions	
Fund 456 - MVH Restricted				
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-patching/Rosewood Dr-984.65 tons-5/10-5/12/21	BC 2020-78	06/25/2021	46,315.49
19278 - Milestone Contractors, LP	20-surface-patching/Acuff Rd-327.04 tons-5/13/21	BC 2020-78	06/25/2021	15,386.26
19278 - Milestone Contractors, LP	20-surface-patching/Acuff Rd-104.20 tons-5/18-5/19/21	BC 2020-78	06/25/2021	4,643.60
19278 - Milestone Contractors, LP	20-surface-patching/Oolitic-357.67 tons-5/20-5/24/21	BC 2020-78	06/25/2021	16,825.50
19278 - Milestone Contractors, LP	20-surface-patching/14th St-100.38 tons-5/25/21	BC 2020-78	06/25/2021	4,621.76
19278 - Milestone Contractors, LP	20-surface-patching/12th St-73.51 tons-5/25-5/27/21	BC 2020-78	06/25/2021	3,205.32



365 - Rogers Group, INC

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06/25/2021 187.27

20-SW Proj-#53 commercial stone-28.81 tons-5/17/21

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

Invoice 7
Transactions \$91,185.20

Account **52340 - Other Repairs and Maintenance**

294 - All-Phase Electric Supply, INC

20-LED 18W Corn Lamp for Kirkwood Span Lights

06/25/2021 298.16

51575 - Ennis-Flint, INC

20-Pavement markings supplies

06/25/2021 9,079.95

337 - Stansifer Radio Co, INC

20-Seal-1ZO Aoka for traffic signal

06/25/2021 6.25

603 - Traffic Control Corporation

20-LED 12" Yellow

06/25/2021 174.00

Account **52340 - Other Repairs and Maintenance** Totals

Invoice 4
Transactions \$9,558.36

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety

20-Misc Supplies for Pavement/Paint Truck

06/25/2021 127.00

Account **52420 - Other Supplies** Totals

Invoice 1
Transactions \$127.00

Program **200000 - Main** Totals

Invoice 12
Transactions \$100,870.56

Department **20 - Street** Totals

Invoice 12
Transactions \$100,870.56

Fund **456 - MVH Restricted** Totals

Invoice 12
Transactions \$100,870.56

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/Rosewood Dr-984.65 tons-5/10-5/12/21

BC 2020-78 06/25/2021 455.53

19278 - Milestone Contractors, LP

20-surface-patching/Acuff Rd-327.04 tons-5/13/21

BC 2020-78 06/25/2021 148.20

19278 - Milestone Contractors, LP

20-surface-patching/Acuff Rd-104.20 tons-5/18-5/19/21

BC 2020-78 06/25/2021 305.90

19278 - Milestone Contractors, LP

20-surface-patching/Oolitic-357.67 tons-5/20-5/24/21

BC 2020-78 06/25/2021 163.88

19278 - Milestone Contractors, LP

20-surface-patching/14th St-100.38 tons-5/25/21

BC 2020-78 06/25/2021 146.30



19278 - Milestone Contractors, LP

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	20-surface-patching/12th St-73.51 tons-5/25-5/27/21	BC 2020-78	06/25/2021	286.43
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 6	<u>\$1,506.24</u>
			Transactions	
Program 020000 - Main Totals			Invoice 6	<u>\$1,506.24</u>
			Transactions	
Department 02 - Public Works Totals			Invoice 6	<u>\$1,506.24</u>
			Transactions	
Department 13 - Planning				
Program 130000 - Main				
Account 53110 - Engineering and Architectural				
5409 - VS Engineering, INC	13-Blgtn Signal Des.-Walnut & 11th & 14th-period ending 4/30/21	BC 2019-113	06/25/2021	5,755.00
Account 53110 - Engineering and Architectural Totals			Invoice 1	<u>\$5,755.00</u>
			Transactions	
Program 130000 - Main Totals			Invoice 1	<u>\$5,755.00</u>
			Transactions	
Department 13 - Planning Totals			Invoice 1	<u>\$5,755.00</u>
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals			Invoice 7	<u>\$7,261.24</u>
			Transactions	
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
793 - Indiana Safety Company, INC	16-hard hats for employees (10)		06/25/2021	58.60
793 - Indiana Safety Company, INC	16-gloves for employees-leather & brown jersey		06/25/2021	590.85
4574 - John Deere Financial (Rural King)	16-Garage Cleaning supplies, brushes, soap-5/27/21		06/25/2021	264.50
Account 52420 - Other Supplies Totals			Invoice 3	<u>\$913.95</u>
			Transactions	
Account 53240 - Freight / Other				
793 - Indiana Safety Company, INC	16-hard hats for employees (10)		06/25/2021	16.02
793 - Indiana Safety Company, INC	16-gloves for employees-leather & brown jersey		06/25/2021	49.18



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		Account 53240 - Freight / Other Totals	Invoice 2	\$65.20
			Transactions	
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-May 2021		06/09/2021	174.99
		Account 53530 - Water and Sewer Totals	Invoice 1	\$174.99
			Transactions	
Account 53540 - Natural Gas				
222 - Vectren	16-Sanitation-gas bill 5/4-6/2/21		06/14/2021	47.89
		Account 53540 - Natural Gas Totals	Invoice 1	\$47.89
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/2/21		06/25/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/9/21	BC 2009-52	06/25/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/2/21	BC 2009-52	06/25/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/9/21		06/25/2021	23.26
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	\$62.20
			Transactions	
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 5/17-5/31/21		06/25/2021	4,467.13
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-5/17-5/31/21		06/25/2021	16,242.68
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-5 loads-May 2021		06/25/2021	110.00
		Account 53950 - Landfill Totals	Invoice 3	\$20,819.81
			Transactions	
		Program 160000 - Main Totals	Invoice 14	\$22,084.04
			Transactions	
		Department 16 - Sanitation Totals	Invoice 14	\$22,084.04
			Transactions	
		Fund 730 - Solid Waste (S6401) Totals	Invoice 14	\$22,084.04
			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-T. Covey (13W)-5/18/21	06/25/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Koontz (9D)-5/24/21	06/25/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Edwards (10.5M)-5/19/21	06/25/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Mathews (12M)-5/25/21	06/25/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Morrison (10M)-5/29/21	06/25/2021	83.25
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Sparks (9M)-5/26/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Smethurst (13M)-5/27/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-V. Minder (9 1/2M)-5/28/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Fluke (8 1/2B)-5/28/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. VanDeventer (13D)-5/28/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Kinser (10EW)-5/29/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Zody (11 1/2D)-5/29/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Donovan (10 1/2D)-5/29/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Malicoat (12M)-5/29/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-G. DeFelice (11D)-5/29/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Griffin (12M)-6/1/21	06/25/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Steury (11 1/2M)-6/4/21	06/25/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Myers (10)-5/3/21	06/25/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-R. Grubb (9)-5/4/21	06/25/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Green (11.5)-5/10/21	06/25/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Powell (8)-5/7/21	06/25/2021	100.00

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		Account 52430 - Uniforms and Tools Totals	Invoice 21	\$2,083.23
			Transactions	
Account 53130 - Medical				
6091 - Frank L Corns	10- reimb for physical for CDL-5/27/21		06/25/2021	100.00
7780 - E Gene Defelice	10- reimb for physical for CDL-5/24/21		06/25/2021	95.00
		Account 53130 - Medical Totals	Invoice 2	\$195.00
			Transactions	
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	10-Red Cross training April 2021		06/14/2021	288.00
		Account 53160 - Instruction Totals	Invoice 1	\$288.00
			Transactions	
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202162		06/15/2021	388.38
		Account 53420 - Worker's Comp & Risk Totals	Invoice 1	\$388.38
			Transactions	
Account 53910 - Dues and Subscriptions				
204 - State Of Indiana	10-2021 annual due		06/25/2021	95.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$95.00
			Transactions	
		Program 100000 - Main Totals	Invoice 26	\$3,049.61
			Transactions	
		Department 10 - Legal Totals	Invoice 26	\$3,049.61
			Transactions	
		Fund 800 - Risk Management(S0203) Totals	Invoice 26	\$3,049.61
			Transactions	
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
18539 - Life Insurance Company Of North America	12-Bill Reference# 103094_050121; May 2021 LINA \$36,014.70		06/25/2021	4,214.30
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$4,214.30
			Transactions	



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Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$589.68	06/09/2021	589.68
17785 - The Howard E. Nyhart Company, INC	12-June 2021 Wellness Reimbursement	06/09/2021	14,718.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$605.01	06/15/2021	605.01

Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 3	\$15,912.69
	Transactions	

Account 53990.1278 - Other Services and Charges Disability LTD

18539 - Life Insurance Company Of North America	12-Bill Reference# 103094_050121; May 2021 LINA \$36,014.70	06/25/2021	5,881.87
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Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice 1	\$5,881.87
	Transactions	

Program 120000 - Main Totals	Invoice 5	\$26,008.86
	Transactions	

Department 12 - Human Resources Totals	Invoice 5	\$26,008.86
	Transactions	

Fund 801 - Health Insurance Trust Totals	Invoice 5	\$26,008.86
	Transactions	

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17-tires-4 26570R195 Continental HD3, 10 11R225 XDY-1 caps	06/25/2021	140.00
50605 - Bauer Built, INC	17-tires-disposal fee-light truck (68)/commercial truck(1) tires	06/25/2021	350.00
50605 - Bauer Built, INC	17-tires-25X10.50-12 Carlisle All Trail (4)	06/25/2021	472.00
50605 - Bauer Built, INC	17-rebate credit for tires-Michelin DD0058376	06/25/2021	(1,600.00)
50605 - Bauer Built, INC	17-tires-245/55R18 advantage TA Sprt 103V, 12N165 X-Tweel SSL2	06/25/2021	4,278.40
50605 - Bauer Built, INC	17-tires-11R225 PXDY1 RTRD (25)	06/25/2021	5,726.91
4693 - Monroe County Tire & Supply, INC	17-tires-24x12.00-12 Carlisle Turfmaster 4ply (1)	06/25/2021	95.25
4693 - Monroe County Tire & Supply, INC	17-tires-25/13-9 3* Carlisle HD Field Trax (2)	06/25/2021	230.50



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Account **52230 - Garage and Motor Supplies** Totals

Invoice 8
Transactions \$9,693.06

Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	17-Handi clean, Tork Univ320 Blue Wdshield 1-ply	06/25/2021	118.29
349 - White River Cooperative, INC	17-fuel-PDX4 on Road-6,958 gallons, state fuel tax dr- 5/27/21	BC 2019-107A 06/25/2021	19,611.82
Account 52240 - Fuel and Oil Totals			Invoice 2 Transactions <u>\$19,730.11</u>

Account 52320 - Motor Vehicle Repair

4336 - American Eagle Auto Glass of Terre Haute, INC	17-#961 windshield replacement	06/25/2021	500.00
244 - Bloomington Ford, INC	17-misc. Ford parts-indicator asy	06/25/2021	9.38
244 - Bloomington Ford, INC	17-misc Ford parts-tube-outlet	06/25/2021	73.80
244 - Bloomington Ford, INC	17-misc. Ford parts-pats key (2)	06/25/2021	89.98
244 - Bloomington Ford, INC	17-misc Ford parts-motor and pump asy	06/25/2021	25.37
244 - Bloomington Ford, INC	17-#134 headlamp assy	06/25/2021	506.07
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #888 feed wheel vavle	06/25/2021	268.60
941 - Central Indiana Truck Equipment Corporation	17-misc. parts-revolution hd/mount kit	06/25/2021	6,835.08
4335 - Circle Distributing, INC	17-fuel pump	06/25/2021	385.28
4335 - Circle Distributing, INC	17-valve-asm-evap emis cnstr	06/25/2021	36.26
4335 - Circle Distributing, INC	17-washer pump	06/25/2021	42.47
21104 - Cummins Crosspoint, LLC	17-#773 valves	06/25/2021	829.78
21104 - Cummins Crosspoint, LLC	17-core credit-Inv. N8-795666, N8-80584	06/25/2021	(143.75)
594 - Curry Auto Center, INC	17-misc parts-SL-N-Filter	06/25/2021	30.75
594 - Curry Auto Center, INC	17-misc parts-SL-N-Filter kit	06/25/2021	85.55
594 - Curry Auto Center, INC	17-misc parts-SL-N-Rod, T6 rod ends	06/25/2021	549.78
4992 - Fleetpride, INC	17 - credit for core return-Inv. #73307917	06/25/2021	(1,600.00)



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4992 - Fleetpride, INC	17 - #332 brake shoes, drums, and slack adjusters	06/25/2021	4,167.55
4044 - Industrial Hydraulics, INC	17-misc. hyd parts-white motor	06/25/2021	681.66
6759 - Interclean Equipment, LLC	17-truck wash detergent	06/25/2021	1,306.83
796 - Interstate Battery System of Bloomington, INC	17-batteries-8D-MHD	06/25/2021	193.15
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-34, MT-78, MTX-94R/H7	06/25/2021	492.50
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-65HD	06/25/2021	486.25
11672 - Jack Doheny Companies, INC	17-actuator	06/25/2021	19.75
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 # A/C line	06/25/2021	253.92
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #962 condenser	06/25/2021	566.17
19681 - Southeastern Equipment Co, INC	17 -3452 heat strip	06/25/2021	951.61
19681 - Southeastern Equipment Co, INC	17 - #459 high preessure cleaner	06/25/2021	3,136.47
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-misc parts and stock-May 2021	06/25/2021	4,666.36
54351 - Sternberg, INC	17-misc international parts-latch hood	06/25/2021	105.54
54351 - Sternberg, INC	17 - core credit	06/25/2021	(59.00)
2096 - West Side Tractor Sales CO.	17-misc JD parts-drain plugs, 0-rings	06/25/2021	100.85
2096 - West Side Tractor Sales CO.	17-misc. JD parts-oil filter, air filter, breather, filter eleme	06/25/2021	363.84
2096 - West Side Tractor Sales CO.	17 - #866 repairs to the transmission	06/25/2021	2,720.08
Account 52320 - Motor Vehicle Repair Totals		Invoice 34 Transactions	\$28,677.93
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	17-primer, gloss white spray paint, flap discs-5/27/21	06/25/2021	33.94
21104 - Cummins Crosspoint, LLC	17-Insite Pro software registration	06/25/2021	770.00
313 - Fastenal Company	17 - shop cut off wheels-5/27/21	06/25/2021	21.27
177 - Indiana Oxygen Company, INC	17-cylinder rental, torch supply-acetylene, Argon, oxygen	06/25/2021	181.35



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		Account 52420 - Other Supplies Totals	Invoice 4 Transactions	\$1,006.56
Account 53160 - Instruction				
3472 - Lucy, INC	17-Lucity support amendment #1-5/9-5/15/21	BC 2021-31	06/25/2021	2,520.00
		Account 53160 - Instruction Totals	Invoice 1 Transactions	\$2,520.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-May 2021		06/09/2021	432.19
		Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$432.19
Account 53620 - Motor Repairs				
4474 - Ken's Westside Service & Towing, LLC	17-tow/hook fee-Unit #199-5/27/21		06/25/2021	83.00
2096 - West Side Tractor Sales CO.	17 - #866 repairs to the transmission		06/25/2021	3,406.15
		Account 53620 - Motor Repairs Totals	Invoice 2 Transactions	\$3,489.15
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-6/2/21		06/25/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/2/21	BC 2009-52	06/25/2021	18.04
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2 Transactions	\$87.60
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17-title fees-4/29/21		06/14/2021	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-5/2/21		06/14/2021	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-5/26/21		06/14/2021	75.00
		Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$105.00
		Program 170000 - Main Totals	Invoice 57 Transactions	\$65,741.60
		Department 17 - Fleet Maintenance Totals	Invoice 57 Transactions	\$65,741.60
		Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 57 Transactions	\$65,741.60



Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	06/09/2021	279.53
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-6/9/2021	06/10/2021	497.36
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/11/2021	290.59
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/14/2021	756.62
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/14/2021	87.11
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/14/2021	157.19
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/15/2021	104.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/16/2021	401.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/17/2021	179.60

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals Invoice 9 Transactions \$2,753.25

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-Bill Reference# 103094_050121; May 2021 LINA \$36,014.70	06/25/2021	16,169.41
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Account **53990.1273 - Other Services and Charges Term Life** Totals Invoice 1 Transactions \$16,169.41

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-Bill Reference# 103094_050121; May 2021 LINA \$36,014.70	06/25/2021	9,749.12
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Account **53990.1277 - Other Services and Charges Disability STD** Totals Invoice 1 Transactions \$9,749.12

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

17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-6/9/2021	06/10/2021	184.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/11/2021	534.33

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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/14/2021	68.14
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/14/2021	44.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/16/2021	13.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/17/2021	126.90
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			Invoice 6	\$970.97
			Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		06/17/2021	19,822.02
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			Invoice 1	\$19,822.02
			Transactions	
Program 120000 - Main Totals			Invoice 18	\$49,464.77
			Transactions	
Department 12 - Human Resources Totals			Invoice 18	\$49,464.77
			Transactions	
Fund 804 - Insurance Voluntary Trust Totals			Invoice 18	\$49,464.77
			Transactions	
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
University Properties VI, LLC	13-17th & Dunn Improvement Parcel 2		06/25/2021	13,500.00
20 - Lochmueller Group, INC	13-17th/Dunn Intersection Improvements-serv. thru 5/1/21	BC 2019-79	06/25/2021	1,125.00
Account 54510 - Other Capital Outlays Totals			Invoice 2	\$14,625.00
			Transactions	
Program 06016A - 2016 A Signal Modernization Totals			Invoice 2	\$14,625.00
			Transactions	
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
5409 - VS Engineering, INC	13-Sare Rd Multiuse Path-CI-services thru 4/30/21	BC 2019-142	06/25/2021	17,763.22
Account 54510 - Other Capital Outlays Totals			Invoice 1	\$17,763.22
			Transactions	



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Program **06016B - 2016 B Ped/Signal/Intersection** Totals

Invoice 1 \$17,763.22
Transactions

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC

13-Jackson Creek Trail PH2_(CE)-4/1-4/30/21 BC 2020-77 06/25/2021 831.44

Account **54310 - Improvements Other Than Building** Totals Invoice 1 \$831.44

Transactions

Program **06016C - 2016 C Jackson Trail** Totals Invoice 1 \$831.44

Transactions

Program **06016D - 2016 D Multi Use Paths**

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC

13-Rogers/Winslow/Henderson multi-use path-4/1-4/30/21 BC 2019-87 06/25/2021 18,014.06

Account **54310 - Improvements Other Than Building** Totals Invoice 1 \$18,014.06

Transactions

Program **06016D - 2016 D Multi Use Paths** Totals Invoice 1 \$18,014.06

Transactions

Department **06 - Controller's Office** Totals Invoice 5 \$51,233.72

Transactions

Fund **978 - City 2016 GO Bond Proceeds** Totals Invoice 5 \$51,233.72

Transactions

Grand Totals Invoice 378 \$731,719.21

Transactions

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/25/2021	Claims HSA/WorkComp/MT & Gym/CIGNA				731,719.21
					731,719.21

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 **\$ 731,719.21**

Dated this 22nd day of June year of 2021.

Dana Palazzo President

Beth H. Hollingsworth Vice President

Kyla Cox Deckard 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 _____