

Board of Public Works Meeting

July 20, 2021



The City will offer virtual options, including CATS public access television (live and tape -delayed) and

Zoom by using the following link: <https://bloomington.zoom.us/j/96115102558?pwd=a0g4ZEU4UjMrMFV0VTNOQTkxdzNhdz09>

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

Topic: Board of Public Works

Time: Jul 20, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/96115102558?pwd=a0g4ZEU4UIMrMFV0VTNOQTkxdzNhcz09>

Meeting ID: 961 1510 2558

Passcode: 187469

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: 961 1510 2558

Passcode: 187469

Find your local number: <https://bloomington.zoom.us/u/ad2DpNdVTz>

AGENDA
BOARD OF PUBLIC WORKS
July 20, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, July 20, 2021 at 5:30 p.m. The City will offer virtual options, including CATS public access television (live and tape- delayed) and Zoom by using the following

link: <https://bloomington.zoom.us/j/96115102558?pwd=a0g4ZEU4UIMrMFV0VTNOQTkxdzNhZ09>

Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Abatement at W. 11th Street

IV. CONSENT AGENDA

1. Approval of Minutes – July 07, 2021
2. Resolution 2021-28: Use of Public Right-of-Way for 10th Birthday Celebration of New Hope for Families Shelter
3. Resolution 2021-34: Use of Public Right-of-Way for Blue Ridge Neighborhood Picnic
4. Resolution 2021-35: Renewal of Mobile Vendor in Public Right-of-Way; Big Cheeze
5. Resolution 2021-36: Renewal of Mobile Vendor in Public Right-of-Way; Doner Kebab
6. Addendum #1 to Contract with CE Solutions
7. Addendum #1 to Contract with New Group
8. Approval of Payroll

V. NEW BUSINESS

1. Lane and Sidewalk Closure Requests for the North Lane of Atwater Ave. from Browning Chapman (August 09, 2021 – August 22, 2021)
2. Dedication of Right-of-Way at 1600 W. Fountain
3. Change Orders #1 & #2 for the 14th Street Sidewalk Project.
4. Change Order #1 to the Recover Forward 6th Street Sidewalk Project with Rivertown Construction.

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Daniel Dixon

Date: July 20, 2021

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

Attachments:

1. Notices of Violation Issued on 5/19/2021, 6/3/2021, 6/14/2021, and 6/28/2021.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

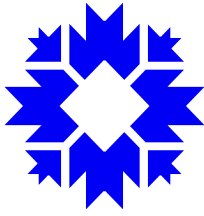
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 5/19/2021, 6/3/2021, 6/14/2021, and 6/28/2021, a Neighborhood Compliance Officer inspected the property located at West 11th Street & Ashlynn Park Drive, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Waterstone Bloomington Land, LLC (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

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



City of Bloomington
Housing and Neighborhood Development

On 05/19/2021, 06/03/2021, 06/14/2021, 06/28/2021 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 W 11th St. 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: 07/20/2021

Property Owner: Waterstone Bloomington Land Llc

Address: 5784 Lake Forest Dr Ste 100 Atlanta, GA 30328

Is this a rental? No

Agent: N/A

Address: N/A

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

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

City of Bloomington’s Board of Public Works
Order Of Abatement for NOV
(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 5/19/2021, 6/3/2021, 6/14/2021, and 6/28/2021 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 20, 2021.

The Board of Public Works now finds as follows:

1. Waterstone Bloomington Land, LLC (Hereinafter the “Owner”) owns the real estate located at W.11th Street & Ashlynn Park Drive, Bloomington, IN, and whose legal description is 013-19330-06 Morton North Lot 6 Common Area. (Hereinafter the “Property”).
2. On 5/19/2021, 6/3/2021, 6/14/2021, and 6/28/2021, 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:

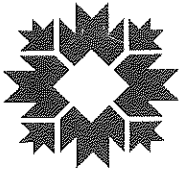
1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees 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 FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 19th 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 20th Day of July, 2021.

Dana Henke, President
Board of Public Works
City of Bloomington



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 5/19/21 Time 3:25 pm Address/location Vacant Lot 11TH ST Parcel# 53-05-33-200-023
006-005

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# _____

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# 48301

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 all overgrown grass on the property

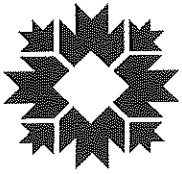
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Waterstone Bloomington Land
 Address 5784 Lake Forest Dr Ste 100
 City Atlanta State GA
 Zip Code 30328

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

BPW: _____

Mail Copies To: Resident: Owner: Agent:



Notice of Violation

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

Date 6-3-21 Time 11:30 am Address/location W 11th St. 47404

Issued by: ZIG parcel # 53-05-33-200 023.006-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 48467

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 all overgrown grass on the property.

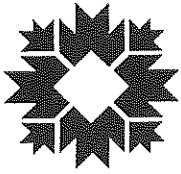
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Waterstone Bloomington Land
 Address 5784 Lake Forrest Dr
 City Atlanta State GA
 Zip Code 30328

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

BPW: _____

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



Notice of Violation

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

Date 6-14-21 Time 10:35 am Address/location W 11th St 47404

Issued by: 218 parcel # 93-05-33-200-023.006-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 48564

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 all overgrown grass on the property

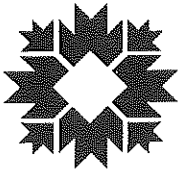
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please 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 Waterstone Bloomington Land
 Address 5784 Lake Forest Drive
 City Atlanta State GA
 Zip Code 30328

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

BPW: _____

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



Notice of Violation

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

Date 6-28-21 Time 4:10 pm Address/location W 11th St. 47404
 Issued by: 218 Parcel # 53-05-33-200-023.006-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 48633

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

Comments: _____

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

WATERSTONE BLOOMINGTON
 Owner Name LAND LLC
 Address 5784 LAKE FOREST DR STE 100
 City ATLANTA State GA
 Zip Code 30328

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

BPW: X 7/20/2021 Mail Copies To: Resident: _____ Owner: / Agent: _____



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

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

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

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday July 20 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 6/29
(Domestic Mail Only; No Insurance Coverage Provided)

7001 2510 0003 6259 2575

OFFICIAL USE

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

Waterstone Bloomington Land Llc
5784 LAKE FORREST
ATLANTA, GA 30328

Use for Instructions





The Board of Public Works meeting was held on Wednesday, July 07, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Beth H. Hollingsworth

ROLL CALL

City Staff: Michael Large – Public Works
April Rosenberger – Public Works
Jackie Moore – City Legal
Paul Kehrberg– Engineering
Patrick Dierkes – Engineering
Mike Stewart -- Engineering

Beth Hollingsworth thanked sanitation crews for going out so early, even before sunrise, and working so hard. Reminded them to stay safe and hydrated.

**MESSAGES FROM
BOARD MEMBERS**

1. Approval of Minutes – June 22, 2021
2. Resolution 2021-15 Renewal of Mobile Vendor in Public Right-of-Way, Kone Ice Truck 2
3. Resolution 2021-26 Use of Public Right-of-Way for Hoosier Half Marathon
4. Resolution 2021-27 Use of Public Right-of-Way for 4th Street Arts Festival
5. Resolution 2021-29 Use of Public Right-of-Way for Banneker Center Block Party
6. Noise Permit for Festival of God’s Creation by First United Methodist Church of Bloomington
7. Noise Permit for the Elixir of Love Acoustic Opera Performance by Bloomington Chamber Opera
8. Outdoor Lighting Service Agreement with Duke Energy for Downtown Alleys

CONSENT AGENDA

9. Outdoor Lighting Service Agreement with Duke Energy for W. 6th between N. Fairview and N. Elm and Intersection of W. 4th and W. Elm Street
10. Approval of Payroll

Board Comments: Hollingsworth asked if since there was no work session, if the Board needed to go through the Consent Agenda one by one. Henke answered no, unless there is an item that should be moved to New Business. Hollingsworth said she had no questions.

Hollingsworth made a motion to approve Consent Agenda. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Jackie Moore, City Legal, presented Request for Permanent Easement and Right-of-Way for Sanitary Sewer Line with CBU. See meeting packet for details.

Board Comments: Hollingsworth asked if the City owned the property. Moore confirmed. Hollingsworth asked if no matter who owns it, if the easement goes with it. Moore confirmed that if the City ever sold the property, the easement would be included.

Hollingsworth made a motion to approve Request for Permanent Easement and Right-of-Way for Sanitary Sewer Line with CBU. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Mike Stewart, Engineering, presented Lane Closure Requests on S. Sare Rd., S. High St., S. Leonard Springs Rd., and N. Kinser Pike from Lineal Contracting (Dates of Closures TBD). See meeting packet for details.

Board Comments: Hollingsworth asked if the Fiber Optic lines are new or are just replacements. Brian Busick, Lineal Contracting, said most of the lines are new. Henke asked what aerial works means. Busick answered it's the work on top of the telephone poles. Hollingsworth asked if AT&T bid for the lines, or if other companies like Smithville could have lines in that area. Busick answered that it would be dependent upon right-of-way easement, but they should have access. Hollingsworth also asked about the door hangers to let people know about the work in the

NEW BUSINESS
Request for Permanent Easement and Right-of-Way for Sanitary Sewer Line with CBU

Lane Closure Requests on S. Sare Rd., S. High St., S. Leonard Springs Rd., and N. Kinser Pike from Lineal Contracting (Dates of Closures TBD)

area and the length of time it will take. Busick confirmed they would have door hangers and yard signs. Hollingsworth asked when the work will start. Busick answered that as soon as the permits are approved, but couldn't give an exact date because it depends on which project AT&T wants Lineal to do first. Henke asked if after the permits are issued, it looks as if the project lasts around 40-50 days, per spot. Busick said yes, but, depending on the size of the job, some may be done in less time. Stewart noted that some permits have been issued and no major closures were associated with them. Henke asked if there were Maintenance of Traffic plans. Stewart confirmed.

Hollingsworth made a motion to approve Lane Closure Requests on S. Sare Rd., S. High St., S. Leonard Springs Rd., and N. Kinser Pike from Lineal Contracting (Dates of Closures TBD). Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Street Closure Request on N. Woodlawn Ave. from E. 9th to E. 10th Street from Reed and Sons Construction, Inc. (July 19, 2021 to July 21, 2021). See meeting packet for details.

Board Comments: Hollingsworth asked if everyone has been notified. Kehrberg confirmed. Matthew Rollins, Reed and Sons Construction, also confirmed.

Hollingsworth made a motion to approve Street Closure Request on N. Woodlawn Ave. from E. 9th to E. 10th Street from Reed and Sons Construction (July 19, 2021 to July 21, 2021). Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Sidewalk Closure request along E. 11th St., E. Cottage Grove Ave., and N. Forrest Ave. from Reed and Sons Construction, Inc. See meeting packet for details.

Board Comments: Hollingsworth asked about the dates of the project. Kehrberg answered July 8, 2021 – November 12, 2021. Hollingsworth asked if the lane closures were included in this request. Kehrberg answered that this is mainly the sidewalk closure requests, the lane closures can be approved at staff level. Henke asked if there would be sidewalks on the other sides of the closure areas where pedestrians can be directed to. Kehrberg

Street Closure Request on N. Woodlawn Ave. from E. 9th to E. 10th Street from Reed and Sons Construction, Inc. (July 19, 2021 to July 21, 2021)

Sidewalk Closure request along E. 11th St., E. Cottage Grove Ave., and N. Forrest Ave. from Reed and Sons Construction, Inc.

answered that for the most part there are accessible routes, but there may be one section of Cottage Grove that may be closed so pedestrians would have to use 10th Street.

Hollingsworth made a motion to approve Sidewalk Closure request along E. 11th St., E. Cottage Grove Ave., and N. Forrest Ave. from Reed and Sons Construction, Inc. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Right-of-Way use for Dumpster Placement in East/West Alley West of N. College Ave. between W. Kirkwood Ave. and W. 6th St. from Steve's Roofing and Sheet Metal (approximately one month). See meeting packet for details.

Board Comments: Hollingsworth asked about the safety measures for pedestrians so they wouldn't be in danger of being hit with materials from the roof. George Shermer, Steve's Roofing and Sheet Metal, answered that the materials would come off into the alley, not on the sidewalk. Henke asked about trucks that may have to deliver in the alleyway. Shermer answered that trucks can't access the alley.

Hollingsworth made a motion to approve Right-of-Way use for Dumpster Placement in East/West Alley West of N. College Ave. between W. Kirkwood Ave. and W. 6th St. from Steve's Roofing and Sheet Metal (July 16, 2021- August 6, 2021). Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Bonding Agreement with City of Bloomington Utilities. See meeting packet for details.

Board Comments: Hollingsworth asked if the agreement would have to be approved each year because it states it ends on 12/31/2021. Kehrberg confirmed.

Hollingsworth made a motion to approve Bonding Agreement with City of Bloomington Utilities. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Right-of-Way use for Dumpster Placement in East/West Alley West of N. College Ave. between W. Kirkwood Ave. and W. 6th St. from Steve's Roofing and Sheet Metal (approximately one month)

Bonding Agreement with City of Bloomington Utilities

Paul Kehrberg, Engineering, presented Bonding Agreement with Monroe County. See meeting packet for details.

Bonding Agreement with Monroe County

Board Comments: Hollingsworth asked if this is just for maintenance of bridges. Kehrberg said it could be for any project that is on the edge of the City. Henke asked if the agreement was just for the Highway Department. Kehrberg confirmed. Henke asked if there would have to be a bonding agreement for any other County department that wanted to do work. Kehrberg confirmed.

Hollingsworth made a motion to approve Bonding Agreement with Monroe County. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Closures on N. Rogers Street - North of W. 11th St. for a Monroe County Project on Bridge #809 (Date TBD). See meeting packet for details.

Closures on N. Rogers Street - North of W. 11th St. for a Monroe County Project on Bridge #809 (Date TBD)

Board Comments: Hollingsworth asked how many bridges there are. Lisa Ridge, Monroe County Highway Director, asked if Hollingsworth meant within the City. Hollingsworth confirmed. Ridge answered the County maintains 154 bridges, which includes those in the City. Hollingsworth asked if this was for maintenance or if it was a critical issue being repaired. Ridge answered that it's a maintained bridge that needs a bridge deck overlay with some minor structural repairs. Ridge clarified that the bridge is #908 not #809. Henke asked if the start dates are in August. Ridge confirmed that the goal is a start date of August 2, but that would be dependent on the weather. Henke asked about residents being notified. Ridge answered there are not any residents within that section of roadway, but the Highway Department does put advanced notices on their website, publishes it in the paper, and send notice to emergency services and school systems. Those notices are sent on a weekly basis for the duration of the construction.

Hollingsworth made a motion to approve Closures on N. Rogers Street- North of W. 11th St. for a Monroe County Project on Bridge #809 (Date TBD). Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented Addendum #1 to LPA Consulting Contract with the Etica Group for the Guardrails Replacement Project. See meeting packet for details.

Addendum #1 to LPA Consulting Contract with the Etica Group for the Guardrails Replacement Project

Board Comments: Hollingsworth asked if the number of guardrails is up to 30. Dierkes explained that the project can do up to 30, but it is dependent on funding and right-of-way and environmental restrictions. Hollingsworth asked about the additional environmental restrictions. Dierkes answered that all the proper paperwork has to be filed along with the additional environmental services for certain properties.

Hollingsworth made a motion to approve Addendum #1 to LPA Consulting Contract with the Etica Group for the Guardrails Replacement Project. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Michael Large, Public Works, thanked all of the crews that continue to work through construction season, despite the rain and heat.

April Rosenberger, Public Works, added a note from Adam Wason on the Lower Cascades Project. Wason wanted the public to know that staff is working with CBU and Parks and Recreation on final plans to make repairs and get a schedule for all improvements.

STAFF REPORTS AND OTHER BUSINESS

Board Comments: Hollingsworth asked about the Hoosier Transfer Landfill costs. Noticed trash is about four times more than recycling and wondered if there was less recycling now. Large answered that with the recent flooding, there was a lot of debris and trash that was collected. He approximated 80 tons of material was taken to the landfill. He also commented that recycling still has a very high participation rate.

CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$1,697,873.17. Henke seconded. Henke took a roll call vote. Hollingsworth voted yes, Henke voted yes. Motion is passed.

Henke called for adjournment at 6:12 p.m.

ADJOURNMENT

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

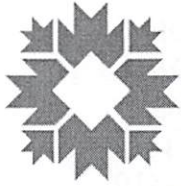
Project/Event: 10th Birthday Celebration for New Hope for Families Shelter

Petitioner/Representative: Chris Cockerham, New Hope for Families Shelter

Staff Representative: April Rosenberger

Meeting Date: July 20, 2021

New Hope for Families Shelter wishes to hold their 10th Birthday Celebration from 4:30 pm to 8:00 p.m. on Friday, August 13, 2021, with a scheduled rain date on Saturday, August 14, 2021. New Hope is requesting a temporary closure of 4th Street between Lincoln and Washington. They will have live music, food truck, a car show, and other outdoor activities.



CITY OF BLOOMINGTON

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:	CHRIS COCKERHAM		
Contact Phone:	(812) 340-3083	Mobile Phone:	(812) 340-3083
Title/Position:	VOLUNTEER		
Organization:	New Hope For Families SHELTER, INC.		
Address:	P.O. Box 154		
City, State, Zip:	BLOOMINGTON, IN 47402		
Contact E-Mail Address:	CSC @ COCKERHAM. US		
Organization E-Mail and URL:	emily@NHFSINC.ORG ; New Hope 4 families.ORG OFFICE@NEWHOPE4FAMILIES.ORG		
Org Phone No:	812.334.9840	Fax No:	N/A

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

Organization Name:	Chocolate Moose - Waiting on Confirmation		
Address:	405 S. Walnut St.		
City, State, Zip:	Bumttn IN 47401		
Contact E-Mail Address:			
Phone Number:	812-333-0475	Mobile Phone:	

Organization Name:	Kona Ice of Bloomington - Waiting for Confirmation		
Address:			
City, State, Zip:			
E-Mail Address:	wstohler@kona-ice.com		
Phone Number:	317-363-7810	Mobile Phone:	

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



**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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	NEW HOPE FOR FAMILIES SHELTER 10 th BIRTHDAY CELEBRATION	
Time of Event:	Date: Aug. 13 th Start: 4:30 pm Date: Aug 13 th End: 8 pm	
Setup/Teardown time Needed	Date: Aug. 13 th Start: 8:00 AM Date: Aug. 14 th End: 10 PM	
Calendar Day of Week:	FRIDAY - SATURDAY	
Description of Event:	10 th BIRTHDAY CELEBRATION FOR N.H. EVENT DATE IS FRIDAY AUGUST 13 th FROM 4:30pm to 8:00pm WITH A RAIN DATE SCHEDULED FOR SATURDAY AUG. 14. SAME TIMES. THERE WILL BE LIVE MUSIC, CAR SHOW AND OUTDOOR ACTIVITIES. WE WILL BE SERVING FOOD DURING THE EVENT.	
List of Street Closures (If applicable)	4 th STREET B/W LINCOLN & WASHINGTON.	
Expected Number of Participants:	250	Expected # of vehicles (Use of Parking Spaces to close): ~ 22

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"/>	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"/>	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 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 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 checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input 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 checked="" 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 checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" 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 <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input checked="" 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 checked="" 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"/>	No Parking Signs <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

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
812-349-3410

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:	New Hope For Families 10 th Birthday		
Location of Event:	First United Methodist Church Parking Lot		
Date of Event:	Aug. 13 th	Time of Event:	Start: 4:30 pm End: 8:00 pm
Calendar Day of Week:	FRIDAY		
Description of Event:	Birthday Party for New Hope for Families SCHEDULED for FRIDAY Aug. 13 th w/ RAIN DATE Aug. 14 th . (SAME TIMES)		

Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: New Hope		

Applicant Information

Name:	CHRIS COCKERHAM	
Organization:	New Hope	Title: Volunteer
Physical Address:	301 W. 2ND STREET, 47403	
Email Address:	csc@cockerham.us	Phone Number: 812.340.3083
Signature:		Date: 6/9/2021

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 Henke, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: 10th Birthday for New Hope
 Number of expected attendees: 250
 Number of food vendors: 3
 Number of other vendors: 1

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.

Waste and Recycling Management Plan

Event: New Hope for Families 10th Birthday

Number of Guests: 250

Food Vendors: 3

Other Vendors: 1

Waste Management Personnel: Andrea Cockerham

Types of Waste:

- **Food waste—Trash Container**
- **Food Containers – Recycling Bin**
- **Mixed Paper – Recycling Bin**
- **Plastic Ware – Trash Container**
- **Plastic Cups – Recycling Bin**

Waste management stations will be volunteer staffed; Food will be scraped from plates and put in appropriate bins. There will be signage and volunteers will inform the guests. Volunteers will be trained prior to event.

Downtown Bloomington, Inc will provide recycling bins.

Items will be disposed of in the appropriate places.



\boxed{x} = waste collection area

NEWHOPE NEWHOPE NEWHOPE NEWHOPE NEWHOPE

NEWHOPE NEWHOPE NEWHOPE NEWHOPE NEWHOPE

NEWHOPE NEWHOPE NEWHOPE NEWHOPE NEWHOPE

JOIN THE

**BIRTHDAY
PARTY!**

4:30 | Family games begin

5:00 | Food trucks open

5:30 | Car show starts

6:30 | Live music

NEWHOPE NEWHOPE NEWHOPE NEWHOPE NEWHOPE

NEWHOPENEWHOPENEWHOPENEWHOPENEWHOPE
NEWHOPENEWHOPENEWHOPENEWHOPENEWHOPE
NEWHOPENEWHOPENEWHOPENEWHOPENEWHOPE
NEWHOPENEWHOPENEWHOPENEWHOPENEWHOPE

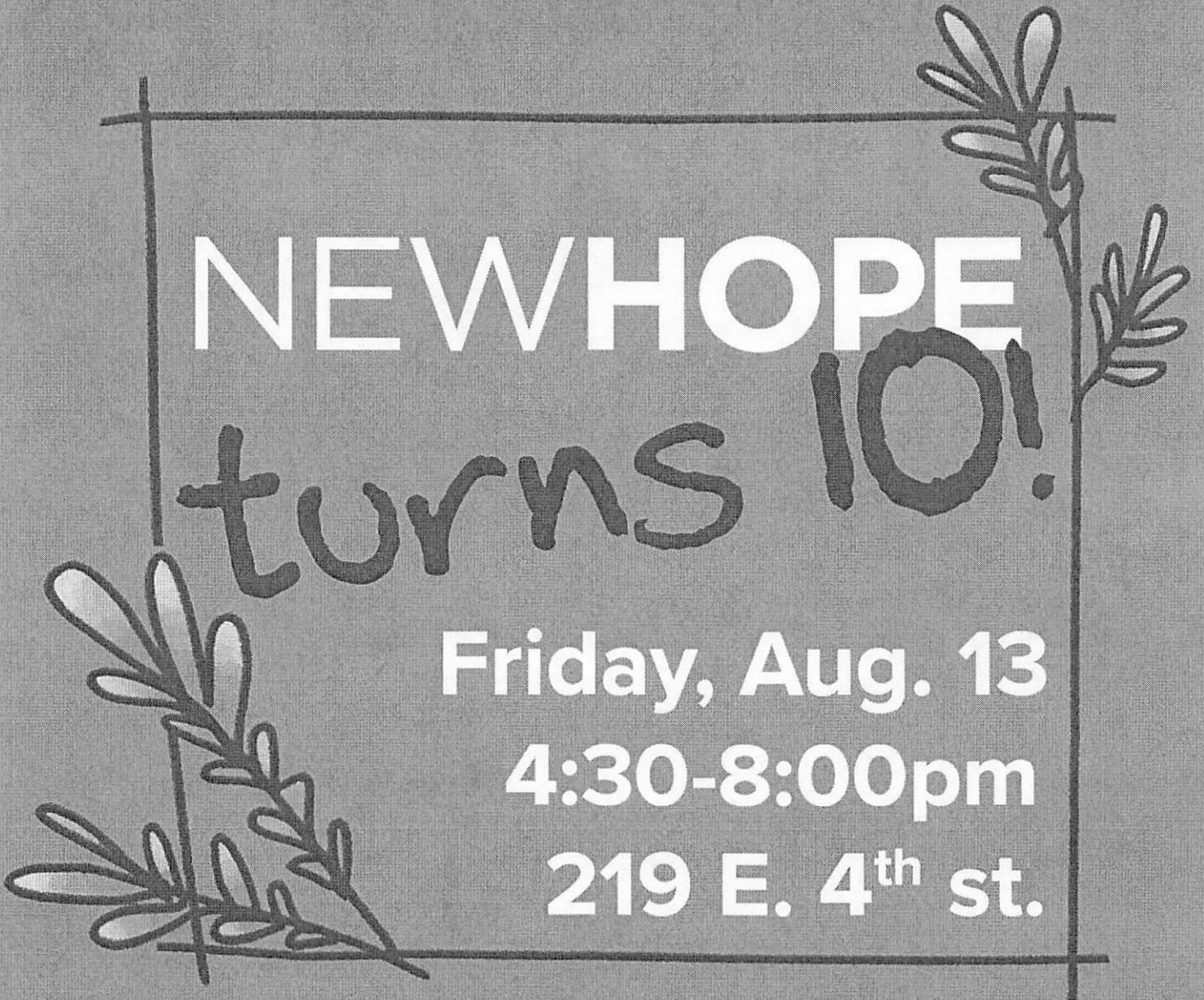
NEWHOPE

turns 10!

Friday, Aug. 13

4:30-8:00pm

219 E. 4th st.



**BOARD OF PUBLIC WORKS
RESOLUTION 2021-28**

10th BIRTHDAY CELEBRATION FOR NEW HOPE FOR FAMILIES SHELTER

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

WHEREAS, New Hope for Families Shelter desires to use and has requested that the Board temporarily close a portion of 4th Street between Lincoln and Washington to traffic from 8:00 a.m. on Friday, August 13, 2021 to 10:00 p.m. on Friday, August 13, 2021 (with Event time being 4:30 pm – 8 pm) so that New Hope for Families Shelter can have control over the streets for the purposes of a 10th Birthday Celebration of New Hope for Families Shelter

WHEREAS, New Hope for Families Shelter 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:

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 declares that 4th Street between Lincoln and Washington be temporarily be closed to traffic 8:00 a.m. until 10 p.m. on Friday, August 13, 2021.
3. The street closures outlined above are for the purposes of allowing New Hopes for Families Shelter to host a 10th Birthday Celebration and provide a high quality event that is mutually beneficial to the community on Friday, August 13, 2021.
4. New Hope for Families Shelter shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. New Hope for Families Shelter shall obtain, and place at New Hope'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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. New Hope for Families Shelter agrees to close the streets not before 8:00 a.m. on Friday, August 13, 2021 and to remove barricades and signage by 10 pm. on Friday, August 13, 2021.
5. New Hope for Families Shelter, shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
6. New Hope for Families Shelter, will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease

RESOLUTION 2021-28

or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Friday, August 13, 2021.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. New Hope for Families Shelter, 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.
9. In consideration for the use of the City’s property and to the fullest extent permitted by law, New Hope for Families Shelter, 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.
10. That _____, 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 20th DAY OF JULY, 2021

BOARD OF PUBLIC WORKS:

NEW HOPE FOR FAMILIES SHELTER

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name, Title

Kyla Cox Deckard, Secretary

Date

Date



Board of Public Works Staff Report

Project/Event: Blue Ridge Neighborhood Picnic

Petitioner/Representative: Debora Shaw, Blue Ridge Neighborhood

Staff Representative: April Rosenberger

Meeting Date: July 20, 2021

Debora Shaw is the chairperson for the Blue Ridge Neighborhood Picnic, which is a part of a block party for the Blue Ridge residents. The neighborhood requests the Board's permission to temporarily close a public street, East Oliver Drive, to hold a neighborhood picnic on Sunday, September 12, 2021 from 4:00 p.m. until 8:00 p.m. Rain date is Sunday, September 19, 2021.



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:	Debora Shaw		
Contact Phone:	812-331-1322	Mobile Phone:	
Title/Position:	Picnic Chair		
Neighborhood:	Blue Ridge		
Address:	2905 N Bankers Drive		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	shawd@indiana.edu		
Neighborhood E-Mail and URL:	https://blueridge.bloomington.in.us/		
Org Phone No:	none	Fax No:	none

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

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

3. Event Information

Date(s) of Event:	September 12, rain date September 19, 2021		
Time of Event:	Date: 9/12	Start: 5:00	Date: 9/12 End: 7:00
Setup/Teardown time Needed	Date: 9/12	Start: 4:00	Date: 9/12 End: 8:00
Calendar Day of Week:	Sunday		
Description of Event:	Neighborhood picnic		
Street(s) you wish to close	Oliver Drive		
Expected Number of Participants:	100	Expected # of vehicles (Use of City Parking spaces): 0	

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
<input type="checkbox"/>	Notification to business each intersection (where type 3 barricades will be placed)/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan • 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)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)

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		



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

Event and Noise Information

Name of Event:	Blue Ridge Neighborhood Picnic		
Location of Event:	Oliver Drive		
Date of Event:	September 12, 2021	Time of Event:	Start: 4:00
Calendar Day of Week:	Sunday		End: 8:00
Description of Event:	Neighborhood block party and kids' parade		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

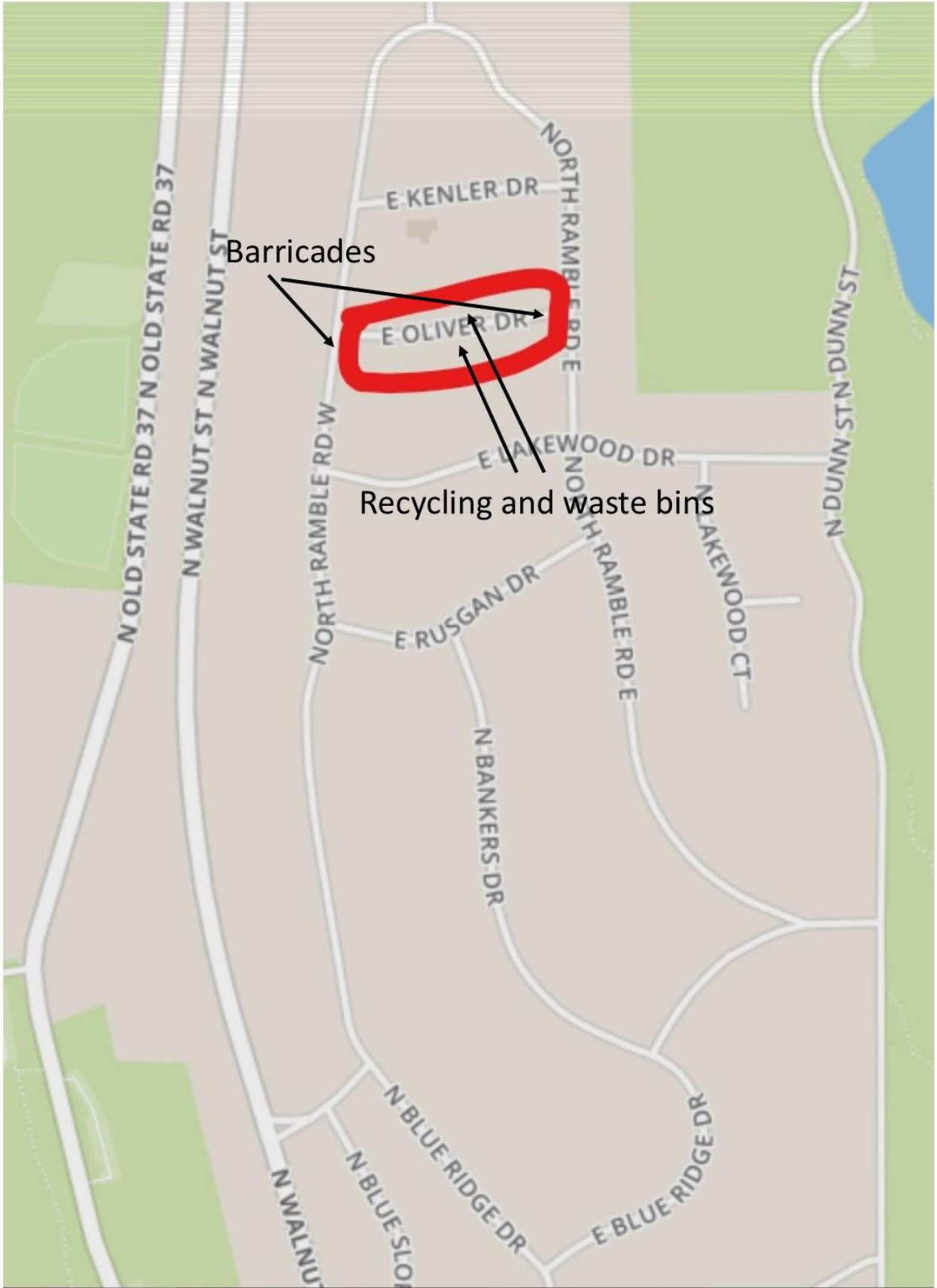
Applicant Information

Name:	Debora Shaw		
Organization:	Blue Ridge Neighborhood Association	Title:	Picnic Chairperson
Physical Address:	2905 N Bankers Dr., Bloomington IN 47408		
Email Address:	shawd@indiana.edu	Phone Number:	812-331-1322
Signature:		Date:	July 7, 2021

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 Henke, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary



Barricades

Recycling and waste bins

NOTICE OF PUBLIC MEETING POSTCARD

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Neighborhood Picnic in Public Right Way for Oliver Drive.

The Board of Public Works meeting to hear this request will be July 20, 2021. 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 Oliver Drive will be on file and may be examined in the Public Works office on the Friday (July 16) prior to the Tuesday (July 20) 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: Blue Ridge Neighborhood Association

DATE: July 7, 2021

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	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) 349-3715
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

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-34**

Blue Ridge Neighborhood Picnic

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

WHEREAS, Debora Shaw, of the Blue Ridge neighborhood, requests authority for the closure of East Oliver Drive, so that the residents can hold the Blue Ridge Neighborhood Picnic; and

WHEREAS, the City of Bloomington encourages and values activities such as block parties as a way for residents to interact and get to know their neighbors.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares East Oliver Drive will be temporarily closed to motor vehicle traffic from 4 p.m. until 8 p.m. on Sunday, September 12, 2021, so that the neighborhood may stage a neighborhood picnic. Rain date for the picnic is Sunday, September 19, 2021.
2. The street closure outline above is for the purposes of allowing Neighborhood to host a neighborhood block party and picnic event.
3. Neighborhood shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
4. The Neighborhood shall obtain, and place at their 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. The neighbors agree not to close street until 4 p.m. on Sunday, September 12, 2021, or on Sunday, September 19, 2021, if the earlier date for the block party is rained out.
5. The Neighborhood shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. The Neighborhood shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
7. 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.

8. The Neighborhood 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 8 p.m. on the day of the event

9. In consideration for the use of the City's property and to the fullest extent permitted by law, Neighborhood, 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.

10. _____, a duly authorized representative of the Neighborhood, represents that she has been fully empowered by proper action of the Neighborhood execute this Resolution on behalf of the Neighborhood.

ADOPTED THIS 20th DAY OF JULY, 2021.

BOARD OF PUBLIC WORKS

Blue Ridge Neighborhood

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Debora Shaw, Picnic Chair
Printed Name and Title

Kyla Cox Deckard, Secretary

Date:



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-35

Petitioner/Representative: Cory Sampson – The Big Cheeze LLC

Staff Representative: Marnina Patrick

Meeting Date: July 20, 2021

Cory Sampson, co-owner of The Big Cheeze LLC, has applied to renew their Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling grilled cheese sandwiches, sides, and beverages.

This application is for 1 year.

Marnina Patrick

Big Cheeze, LLC - 2021



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:	Cory Sampson		
Title/Position:	co-Owner		
Date of Birth:	07/25/1991		
Address:	903 E Clover Dr		
City, State, Zip:	ellettsville, in 47429		
E-Mail Address:	Corysampson@thebigcheeze.com		
Phone Number:		Mobile Phone:	317-908-8300

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

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

4. Company Information

Name of Employer:	The Big Cheeze				
Address of Employer:	2361 W. Rappel Ave				
City, State, Zip:	Bloomington, IN 47401				
Employment Start Date:	02/01/2015	End Date (If known):			
Phone Number:	317-908-8300				
Website / Email:	TheBigCheeze.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
Chad Sutor	2216 S. Laurelwood Dr. Bloomington, in
Cory Sampson	903 e clover dr. ellettsville, in

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:	10am-3am
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood ave
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	

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

Complete
7-15-21 mp
11/15/21

<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: 07/15/2021	Received By: Marnina P.	Date Approved: 07/15/2021	Approved By: Larry A.
------------------------------	----------------------------	------------------------------	--------------------------



State Form 48099 (R4/1-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION



CLASS 0	AGE 1	ISSUE DATE 01/13/17	PUR DATE 02/29/16	COUNTY 53 - MONROE	TP R	PL YR 17	PLATE TR632ZDG	PL TP GP	WEIGHT 12	PR YR 16	LS N	TYPE TR	PRIOR YR PL TR632ZDG
EXPIRATION DATE 02/28/18		MUNICIPALITY Bloomington			VEHICLE YEAR 16	MAKE CUS	MODEL	VEHICLE IDENTIFICATION NUMBER 4C9BE2026FE343407		TYPE TR	COLOR WHI/		
CURRENT YEAR TAX	EXTAX 27.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 27.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 72.00	ADMIN FEE 0.00	TOTAL 139.00				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 12,000													

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 created.
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.



IINT

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

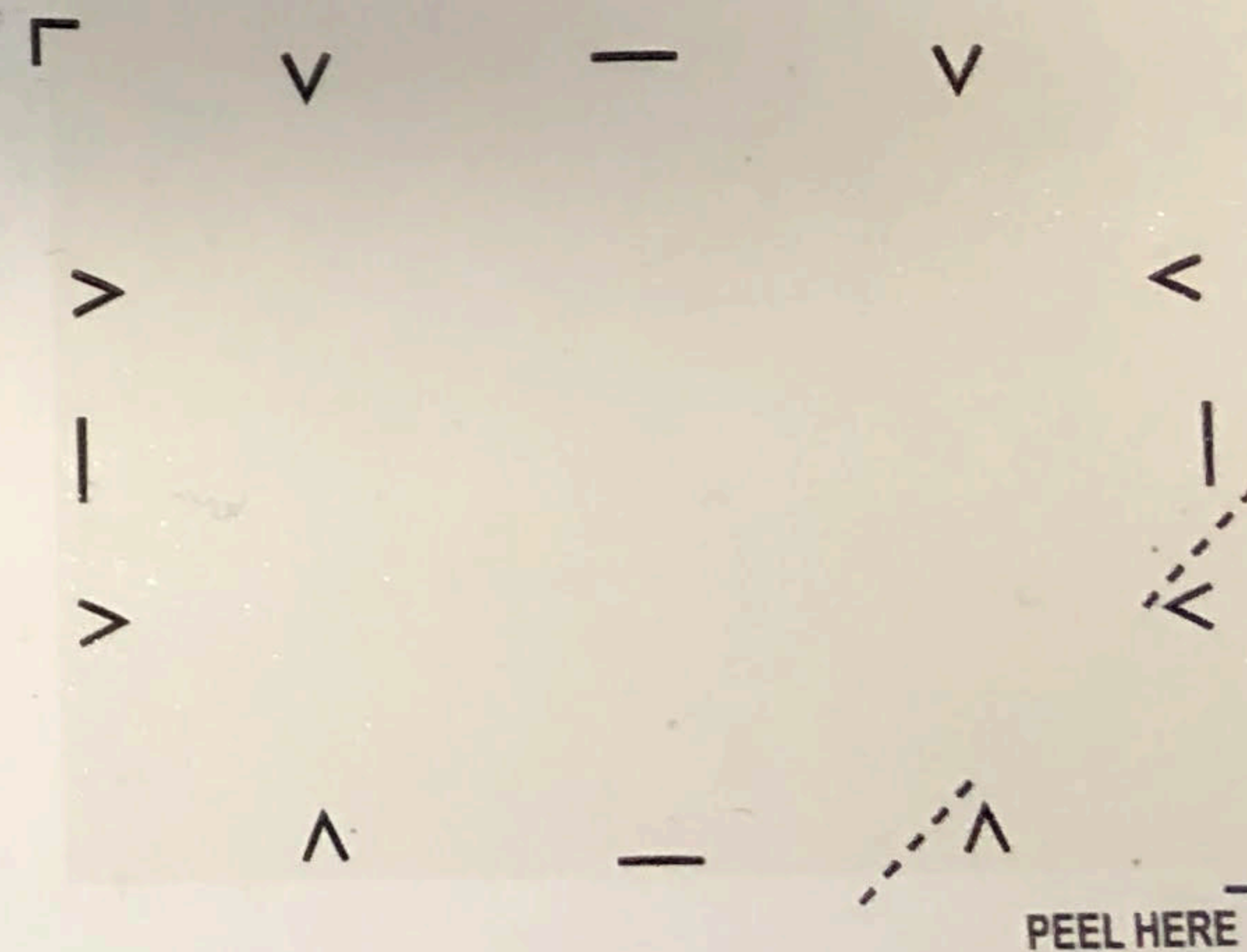
JOHN CHADWICK SUTOR
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887



10-305



BATCH# 29770 SEQUENCE# 305



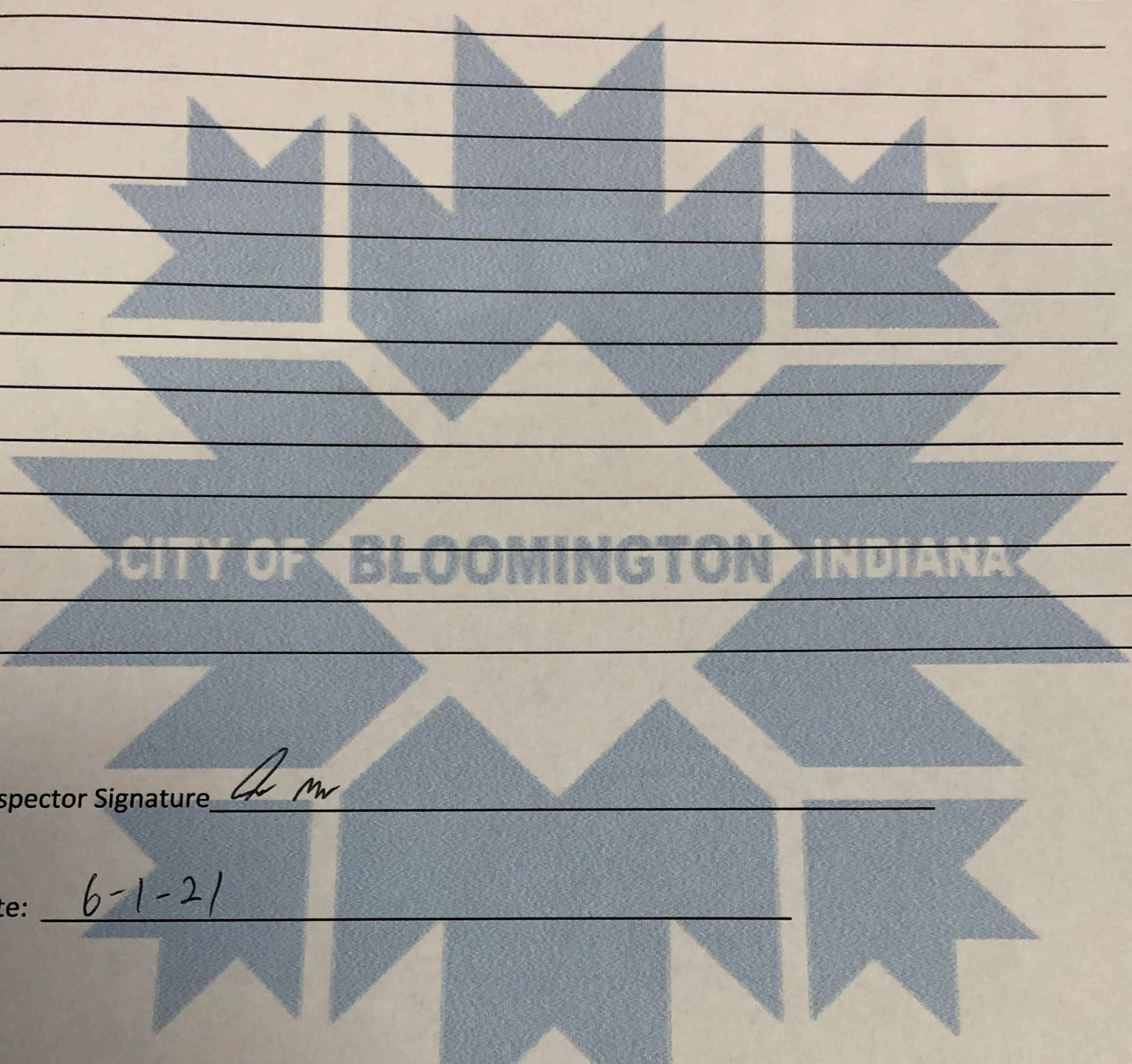
CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION POMPS Tire
 INSPECTOR'S NAME John Mofield INSPECTOR'S PHONE # 812-336-6302
 DATE OF INSPECTION 6-1-21
 TAXICAB COMPANY the Big cheese
 VEHICLE YEAR 2013 MAKE Chevy MODEL Silverado
 VIN 1gck0kvc94d2232845

	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 DMW

Date: 6-1-21

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION POMPS + inc
INSPECTOR'S NAME John Mofield INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 6-1-21
TAXICAB COMPANY the Big Cheese
VEHICLE YEAR 2012 MAKE Sou MODEL SW-
VIN 1S986X168CM982099

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

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

Additional Comments by Inspector: _____

Inspector Signature *[Signature]*

Date: 6-1-21

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

- myBMV Home
- Plates And Registrations
- Vehicle Titles
- Licenses And ID Cards
- Driver Records
- Suspension & Reinstatement
- my Information
- Driver Training

Sign Out

my Driver Records

my Driver Records

Welcome, CORY B SAMPSON!

- 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

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

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

License type: OPERATOR W/ MC

As of 06/09/2021 7:18 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
06/02/2016	0	SEAT BELT VIOLATION	05/11/2016	MONROE CIRCUIT # 9 / 53C091605IF001773			No	No
02/02/2015	4	FAILURE TO OBEY SIGNS OR MARKINGS	01/20/2015	MONROE CIRCUIT #6 / 53C0615011F000423			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
7	04/09/2021	5346 CRESTVIEW AVE	INDIANAPOLIS	IN	46220
6	07/25/2018	903 E CLOVER DR	ELLETTSVILLE	IN	47429-1071

4	08/11/2013	903 CLOVER DR	ELLETTSVILLE	IN	47429-1071
3	05/13/2013	378 EAST VARSITY LANE	BLOOMINGTON	IN	47408
2	09/03/2011	1425 WALLEN ST.	BLOOMINGTON	IN	47403
1	10/28/2006	7645 SAMUEL DR	INDIANAPOLIS	IN	46259-9682

Legal Addresses

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

Credential Issuance

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

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

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

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

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

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

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

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

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

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

Remarks

No Remarks were found.

 * End of Driver Record *

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/10/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SHEPHERD INSURANCE LLC - CLIENT CONNECTION 800 S WASHINGTON ST VAN WERT, OH 45891	CONTACT NAME: TAMMY RAGER PHONE: (419)238-5551 FAX: (800)736-7026 E-MAIL ADDRESS: trager@central-insurance.com																		
INSURED CERTAIN ENTERPRISES LP DBA THE BIG CHEEZE 2216 S LAURELWOOD DR BLOOMINGTON, IN 47401	INSURER(S) AFFORDING COVERAGE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">INSURER A</td> <td style="width: 30%;">Central Mutual</td> <td style="width: 10%; text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER B</td> <td>All America</td> <td style="text-align: right;">20230</td> </tr> <tr> <td>INSURER C</td> <td></td> <td style="text-align: right;">20222</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER A	Central Mutual	NAIC #	INSURER B	All America	20230	INSURER C		20222	INSURER D			INSURER E			INSURER F		
INSURER A	Central Mutual	NAIC #																	
INSURER B	All America	20230																	
INSURER C		20222																	
INSURER D																			
INSURER E																			
INSURER F																			

CERTIFICATE NUMBER 4536693 REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	9893611	10/15/2020	10/15/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	9893612	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	9893613	10/15/2020	10/15/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

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

CERTIFICATE HOLDER CITY OF BLOOMINGTON 401 N MORTON ST BLOOMINGTON, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE TAMMY RAGER
--	--

John Hamilton
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Cory Sampson
Name, Printed



Signature

6/9/2021
Date Release Signed

BUSINESS INFORMATION
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
06/30/2021 07:41 PM

Business Details

Business Name: **THE BIG CHEEZE LLC** Business ID: **201702061179379**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **02/06/2017** Inactive Date:
Principal Office Address: **2216 South Laurelwood Drive, Bloomington,
IN, 47401, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due
Date: **02/28/2023**
Years Due:

Principal Information

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

Registered Agent Information

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



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

Date of this notice: 02-06-2017

Employer Identification Number:
81-5242508

Form: SS-4

Number of this notice: CP 575 B

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

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

Form 1065

03/15/2018

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

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

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

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

IMPORTANT REMINDERS:

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

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

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

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

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

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

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

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

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

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

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

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Cory Sampson

Signature: 

Date: 6/9/2021

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: Cory Sampson

Signature: 

Date: 6/9/2021

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: Big Cheeze 2

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

Phone:

The following permit has been issued:

Permit No. 21-0199

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.

Tim Clapp

Digitally signed by Tim Clapp
DN: C=US, E=clappt@bloomington.in.gov,
O=Fire Marshal, OU=City of Bloomington
Fire, CN=Tim Clapp
Date: 2021.06.07 12:52:12-04'00'

Inspector: Tim Clapp

Date





Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



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

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 JUN 03 2021
Thomas W. Maynard
By _____

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

Monroe County Health Department
Environmental Division
119 W. 7th Street
Bloomington, IN 47404
Phone: 812-349-2542
Health Officer: Thomas W. Sharp, M.D.

Transaction Date: 6/2/2021

Receipt Num.: 30035

Paid at office

Fee Type	Permit Number	Pymt Method	Ch Nu
Food Service License, Mobile	2021 mobile food license/Big Cheeze	Check	0015
Total Received			
Received From: Certain Enterprises/Big Cheeze			

Comments: rf

Services Provided on: 6/2/2021

Entered by: Jennifer "Rocky" Festa

Thank You

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-35**

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

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

WHEREAS, The Big Cheeze LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on July 21, 2021, and ending on July 21, 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 2021-35

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 20th DAY OF JULY, 2021.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-35** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Cory Sampson
The Big Cheeze LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-36
Petitioner/Representative: Ahmad Naderi, Owner of Doner Kebab
Staff Representative: Marnina Patrick
Meeting Date: July 20, 2021

Doner Kebab, by its owner Ahmad Naderi, has applied for a 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 gyros and kebabs.

This application is for 1 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:	Ahmad Naderi		
Title/Position:	Owner		
Date of Birth:	09/10/1970		
Address:	3800 E. McCracken Way Apt 8		
City, State, Zip:	Bloomington IN 47408		
E-Mail Address:	doneskebi@gmail.com		
Phone Number:	812-219-1956	Mobile Phone:	812-219-1956

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

4. Company Information

Name of Employer:	Ahmad Naderi			
Address of Employer:	3800 E. McCracken Way Apt. 8			
City, State, Zip:	Bloomington IN 47408			
Employment Start Date:		End Date (If known):		
Phone Number:	812-219-1956			
Website / Email:	doneskerb1@gmail.com			
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address
Ahmad Naderi	3800 E. McCracken Way Apt. 8 Bloomington IN 47408

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:	11:00am - 9:00pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood Ave
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	

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 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 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

expired - soon to take test as of 03/11/2021

For City Of Bloomington Use Only

Date Received: <i>03-08-21</i>	Received By: <i>Marnina P.</i>	Date Approved: <i>07-13-21</i>	Approved By: <i>Larry A.</i>
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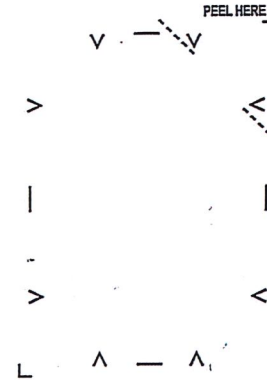
CLASS 5	AGE 35	ISSUE DATE 08/16/20	PUR DATE 08/28/15	COUNTY MONROE	TP R	PL YR 2020	PLATE XKF242	PL TP SP	WEIGHT	PR YR 19	LS N	TYPE SP	PRIOR YR PL XKF242
EXPIRATION DATE 08/21/21		MUNICIPALITY Bloomington			VEHICLE YEAR 1985	MAKE GMC	MODEL VAL	VEHICLE IDENTIFICATION NUMBER 1GTHP32M0F3506516			TYPE VA	COLOR WHI	
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	12.00	0.00	0.00	12.00	25.00	0.00	36.35	0.00	73.35				
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE IN GOD WE TRUST NEW FORMAT HIGH DIGIT PASSENGER													

Legal Address
3911 E STONEGATE CT
BLOOMINGTON INDIANA 47401-9801

AHMAD N NADERI
3800 E MCCracken WAY
APT 8
BLOOMINGTON IN 47408-2760



- 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.

- myBMV Home
- Plates And Registrations
- Vehicle Titles
- Licenses And ID Cards
- Driver Records
- Suspension & Reinstatement
- my Information
- Driver Training

Sign Out

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](#)

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

my Driver Records

Welcome, AHMAD N NADERII

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

License type: OPERATOR

As of 03/07/2021 2:20 pm
IINT

License status: VALID

SR22: Not needed

Current points: 0

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)

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
12/03/2015	0	SEAT BELT VIOLATION	10/23/2015	MONROE CIRCUIT #4 / 53C0415101F004718			No	No
08/13/2008	0	SEAT BELT VIOLATION	07/02/2008	MONROE CIRCUIT #2 / 53C0208071F09478			No	No
04/02/2008	0	SEAT BELT VIOLATION	03/13/2008	MONROE CIRCUIT #2 / 53C0208031F04312			No	No
10/29/2007	0	SEAT BELT VIOLATION	09/20/2007	MONROE CIRCUIT #2 / 53C0207091F17694			No	No
08/18/2004	0	SEAT BELT VIOLATION	08/12/2004	MONROE CIRCUIT #2 / 53C0204081F08314			No	No

Mailing Addresses

Effective Street

myBMV - Indiana Bureau of Motor Vehicles

ID	Date	Address	City	State	ZIP Code
8	01/08/2020	3800 E MCCRACKEN WAY APT 8	BLOOMINGTON	IN	47408-2760
7	03/17/2018	3800 E MCCRACKEN WAY APT 8	BLOOMINGTON	IN	47408-2760
5	07/24/2012	3911 E STONEGATE CT	BLOOMINGTON	IN	47401-9801
4	07/15/2012	11557 CAVALIER LANDING CT	FAIRFAX	VA	22030-8554
3	08/12/2006	3911 STONEGATE CT	BLOOMINGTON	IN	47401-9801
2	05/10/2002	802 MARIA CT	BLOOMINGTON	IN	47401

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	03/17/2018	3911 E STONEGATE CT	BLOOMINGTON	IN	47401-9801
5	07/24/2012	3911 E STONEGATE CT	BLOOMINGTON	IN	47401-9801
3	08/12/2006	3911 STONEGATE CT	BLOOMINGTON	IN	47401-9801
1	06/03/2002	802 MARIA CT	BLOOMINGTON	IN	47401

Credential Issuance

Issue Date: 03/10/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 09/10/2022

Issue Date: 07/24/2012, Renew License, OPERATOR (4 Year) NonProb, Endorsements: None, Restrictions: None, Expiration Date: 03/10/2016

Issue Date: 08/12/2006, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 09/10/2012

Issue Date: 05/10/2002, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 05/31/2006

Issue Date: 06/03/2002, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 09/10/2006

Remarks

No Remarks were found.

 * End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meineke
INSPECTOR'S NAME ES Trumpold INSPECTOR'S PHONE # 812-339-7855
DATE OF INSPECTION 2-17-21
TAXICAB COMPANY _____
VEHICLE YEAR 1985 MAKE GMC MODEL Value Van 35
VIN 1G1T4P32MDF3506516

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

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

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

Additional Comments by Inspector: _____

Inspector Signature EST JLD

Date: 2-17-21

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



Shelter General Insurance Company
 1817 W Broadway
 Columbia, MO 65218
 1-800-SHELTER (743-5837)



Policy Declarations and Schedule

(Item #1) Named Insured:
 AHMAD NAWEED NADERI
 3800 E MCCRACKEN WAY
 BLOOMINGTON IN 47408

Policy Number: 13-1-C-9383969-5
Effective Date: 02-27-2021 (12:01 AM CST)
Expiration Date: 08-27-2021 (12:01 AM CST)

Agent: HAZEN INSURANCE AGENCY LLC
 13-0D743-51
 2864 E BUICK CADILLA
 BLOOMINGTON IN 47401
 812-334-1413

These **Declarations** are part of your policy and replace all prior **Declarations**.

(Item #3) Vehicle	Vehicle ID
1985 GMC G3500	1GTHP32M0F3506516

(Item #2) Coverages	Coverage Symbol	Limit and Deductible	Endorsement Number	Premium
Bodily Injury and Property Damage	67	\$500,000 Limit		\$173.00
Indiana Uninsured Motorists Coverage	67	\$500,000 Per Person	CA 21 44 12 15	\$21.00
Split Uninsured Motorists Coverage Limits	67	\$500,000 Per Accident	CA 21 07 12 93	
Indiana Underinsured Motorists Coverage	67	\$500,000 Per Person	CA 31 16 12 15	\$17.00
Split Bodily Injury Underinsured Motorists Coverage Limits	67	\$500,000 Per Accident	CA 21 51 10 13	
Indiana Uninsured Motorists Coverage	67	\$25,000 Per Accident	CA 21 44 12 15	\$10.00
Auto Medical Payments Coverage	67	\$2,000 Limit	CA 99 03 10 13	\$14.00

Total for Term (This is Not a Bill): \$235.00

Policy forms and additional endorsements attached to this policy	Number
Motor Carrier Coverage Form	CA 00 20 10 13
Designated Insured For Covered Autos Liability Coverage PENGUIN ENT LLS DBA CHOCLATE M	CA 20 48 10 13
Designated Insured For Covered Autos Liability Coverage FIRST UNITED METHODIST CHURCH	CA 20 48 10 13
Waiver of Transfer of Rights of Recovery Against Others to Us PENGUIN ENT LLS DBA CHOCLATE M; FIRST UNITED METHODIST CHURCH	CA 04 44 10 13
Common Policy Conditions	IL 00 17 11 98
Indiana Changes - Cancellation and Nonrenewal	IL 02 72 09 07
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Indiana Changes	IL 01 58 09 08
Amendatory Endorsement	A-672.3-A
Indiana Changes - Workers' Compensation Exclusions	IL 01 17 12 10
Indiana Changes	CA 01 19 10 13

Policy forms and additional endorsements attached to this policy	Number
Indiana Changes - Pollution Exclusion	CA 04 33 10 13
Indiana Changes - Concealment, Misrepresentation or Fraud	IL 01 56 11 17
Public or Livery Passenger Conveyance Exclusion	CA 23 44 11 16
Silica or Silica-Related Dust Exclusions for Covered Autos Exposure	CA 23 94 10 13

(For Office Use Only)

Transaction: RNEW B

Tier: N/A

H. O. CODE: 235.00

Policy ID: 11005889511

Date Issued: 01-24-2021

Policy Term: Six Months

'07232020'

Rate Class: 26A

Territory: 17

Cost Symbol: D

Package CD: 1

County: 105

MPP

A-3-A

End of Declarations



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 03/08/2021

NAME AND ADDRESS OF NAMED INSURED:
DONER KABAB INC
3800 E MCCRACKEN WAY APT 8
BLOOMINGTON, IN 47408-2760

AGENT:
HAZEN INSURANCE AGENCY LLC
2864 E BUICK CADILLA
BLOOMINGTON, IN 47401-5442
(812) 334-1413
AGENT NUMBER 13-D743-51

Policy Number: 13-31-9383969-1
Effective Date: 02/27/2021, 12:01 AM Central Time
Expiration Date: 02/27/2022, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 3800 E MCCRACKEN WAY BLOOMINGTON IN 47408
BUSINESS OF THE NAMED INSURED IS: FOOD TRUCK
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Table with 2 columns: Description, Amount. Rows include Limits of Insurance, General Aggregate, Products, Personal and Advertising Injury, Each Occurrence, Rented To You, Medical Expense, and Premium.

Table with 3 columns: Code, Key, Description, Premium Basis, Premium. Rows describe coverage for 3800 E MCCRACKEN WAY BLOOMINGTON IN 47408 (COUNTY 105).

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Table with 3 columns: Code, Description, Limit. Lists various endorsements like Commercial General Liability Coverage Form, Products/completed Operations Hazard Redefined, etc.

TERM 12 MONTHS
ZONE CODE 506

ADDITIONAL INSURED
CITY OF BLOOMINGTON, IN

ADDITIONAL INSURED
REGENCY CONSOLIDATED RESIDENTIAL LLC

AGENT [Signature]
13-D743-51



CERTIFICATE OF INSURANCE

**SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY**

**SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY**

Name & Address To Whom Issued:

CITY OF BLOOMINGTON, IN
401 N MORTON ST
BLOOMINGTON, IN 47404-3729

Name & Address of the Named Insured:

DONER KABAB INC
3800 E MCCRACKEN WAY APT 8
BLOOMINGTON, IN 47408-2760

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.


This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: <input checked="" type="checkbox"/> Premises & Operations <input checked="" type="checkbox"/> Products/Completed Operations Provided <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	13-31-9383969-1	2/27/2021	2/27/2022	\$1,000,000 Per Occurrence \$2,000,000 Aggregate Products/Completed Operations For: (Describe) RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING

REMARKS:

If any of the above listed policies are cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

Date 03/08/2021

By  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

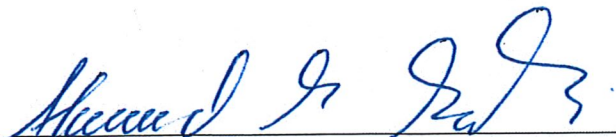
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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.

AHMAD NADERI

Name, Printed



Signature

3/1/21

Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
2000165804189

DONER KEBAB
3800 E MCCRACKEN WAY APT 8
BLOOMINGTON, IN 47408-2760

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

TID: 0156025345
LOC: 001
FID: 81-1413279/0

ISSUED: 01/31/2020
EXPIRES: 02/28/2022

000482



DONER KEBAB
3800 E MCCRACKEN WAY APT 8
BLOOMINGTON, IN 47408-2760

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Cut or Fold here)

Dear Customer:

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

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

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 2BA0A59F-140A-019C-E053-0A131840CA51.

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

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

Sincerely,

Indiana Department of Revenue

2016004534 FIRM \$11.00
04/18/2016 09:52:47A 1 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



CERTIFICATE OF ASSUMED BUSINESS NAME

STATE OF INDIANA, COUNTY OF Monroe

NAME OF BUSINESS: Doner Kebab

NATURE OF BUSINESS: Food Truck

ADDRESS OF BUSINESS: 390 3911 Stonegate Ct Bloomington IN 4740

PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS:

Ahmad N. Naderi AT Same
Name Address

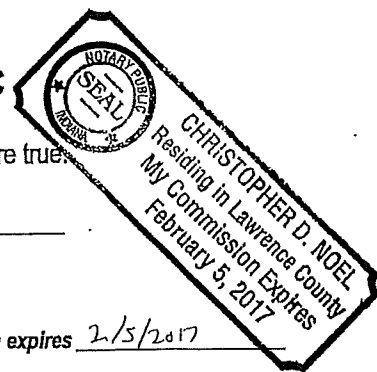
____ AT ____
Name Address

____ AT ____
Name Address

SECTION TO BE COMPLETED IN THE PRESENCE OF NOTARY PUBLIC

I hereby certify that I have personal knowledge of the facts stated above and that each of them are true.

Ahmad N. Naderi Ahmad N. NADERI Owner
Members's Signature Printed Name Capacity



Subscribe and sworn to before me, this 18 day of April, 2016 (Notaries Only) My commission expires 2/5/2017

CD Noel Christopher D. Noel Lawrence
Signature of Notary Printed Name County of Residence

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

FORM PREPARED BY: Ahmad N. Naderi

mail-attachment.googleusercontent.com

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/04/2016 09:16 AM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Business Corporation Law.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201611041165667
BUSINESS TYPE Domestic For-Profit Corporation
BUSINESS NAME Doner Kebab Inc
PRINCIPAL OFFICE ADDRESS 3911 E Stonegate Ct, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME Ahmad Naderi
ADDRESS 3911 E Stonegate Ct, Blmgtn, IN, 47401, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 11/04/2016

ARTICLE IV - PRINCIPAL(S)

TITLE President
NAME Ahmad Naderi
ADDRESS 3911 E Stonegate Ct, Bloomington, IN, 47401, USA

ARTICLE V - INCORPORATOR(S)

NAME Ahmad Naderi
ADDRESS 3911 E Stonegate Ct, Bloomington, IN, 47401, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES 100

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/04/2016 09:16 AM



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:

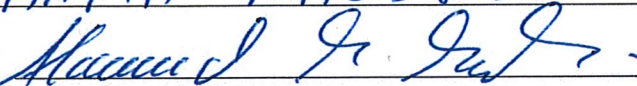
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a 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: AHMA NADERI

Signature: 

Date: 3/1/21

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: AHMAD NADERI

Signature: 

Date: 3/11/21

**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: 03/04/2021

Business Name: Doner Kebob Food Truck

Address: 3800 E McCracken WAY
Bloomington, IN 47408

Phone: CELL 812-219-1956

The following permit has been issued:

Permit No. 21-0191

Type: FOOD Temporary Vender/Cooking

Issued Date: 03/04/2021

Effective Date: 03/04/2021

Expiration Date: 03/04/2022

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.

Tim Clapp

03/04/2021

Inspector: Tim Clapp

Date





Döner
Kebab

OP

GYRO

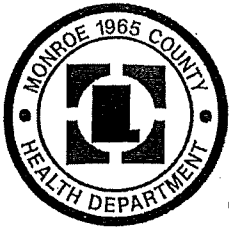
Döner Kebab

True European Style

812-219-1956

Value
Van





Monroe County Health Department

Health Department Futures Family Planning Clinic Public Health Clinic

Monroe County, Indiana

119 W. 7th Street
(812) 349-2543

119 W. 7th Street
(812) 349-7343

333 E. Miller Drive
(812) 353-3244

Friday, January 15, 2016

Ahmad N. Naderi
3911 Stonegate Ct.
Bloomington, IN 47401

Dear Mr. Naderi:

Re: Design Review of, "*Döner Kabob*" - *Mobile*, 3911 Stonegate Ct. Bloomington, IN 47401.

Monroe County Health Department has reviewed the proposed equipment and layout plans for "*Döner Kabob-Mobile*", which pertains to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments.

Please review the following items:

- Will you have a means of hot holding at 135°F or higher any of the gyros meat you cut before serving?
- All salads and Tzatziki Sauce must be maintained at 41°F or below during service times. Need to discuss.
- A hose used for conveying potable water to your holding tank must be approved as "food safe".

The Commissary you intend to use is: **Turkuaz Café located at: 301 E 3rd. Street, Bloomington, IN.**

Notification must be provided to the Health Dept. should you change from this commissary.

The department finds the plans to be adequate based on the equipment used to maintain food temperatures and the food handling information provided on the questionnaire.

We appreciate your cooperation in this matter, and will be available if you have any questions or concerns.

Respectfully,

Sandy Wallace
Monroe Co Health Dept
Food Protection
(812) 349-2837

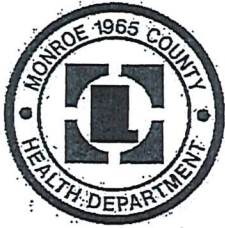


Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



DONER KABOB
AHMAD NADERI
100 W. 6TH STREET - SAMIRA
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 FEB 22 2021

By *Thomas W. Mayo*

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

AHMAD NADERI

**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 15, 2021
EXPIRATION DATE: JUNE 15, 2026
CERTIFICATE No: 21755386
TEST FORM: EXE93**


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



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

Notification of Test Results

D#: xxx-xx-
Scaled Test Score: 81
Candidate Status: Pass
Test Date: June 15, 2021



National Registry of Food Safety Professionals
CERTIFIED FOOD SAFETY MANAGER

AHMAD NADERI

6751 Forum Drive
Suite 220
Orlando, FL 32821

Toll Free (800) 446-0257
Phone (407) 352-3830
Fax (407) 352-3603
www.NRFSP.com

Certificate No: 21755386
Issue Date: June 15, 2021
Expiration Date: June 15, 2026

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

AHMAD NADERI
3800 E MCCRCKEN WAY APT 08
BLOOMINGTON, IN 47408

- Ensuring Personal Hygiene (*Needs review*)
- Managing Food Holding Time and Temperatures (*Competent*)
- Preventing Contamination, Cross-Contamination, and Cross-Contact (*Mastered*)
- Managing Cooking Times and Temperature (*Competent*)
- Monitoring the Flow of Foods (*Competent*)
- Actively Managing Controls in a Food Establishment (*Competent*)
- Managing the Physical Food Establishment/Equipment Design and Maintenance (*Mastered*)
- Managing Cleaning and Sanitizing Activities (*Needs review*)

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-36**

**Mobile Vendor in Public Right of Way
Ahmad Naderi - Doner Kebab**

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, Ahmad Naderi dba Doner Kebab (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on July 20, 2021, and ending on July 20, 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 2021-36

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 20th DAY OF JULY, 2021.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-36** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Ahmad Naderi, Owner
Doner Kebab

Date: _____



Board of Public Works Staff Report

Project/Event: 2021 CE Solutions Agreement Addendum
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 07.20.21

Report:

During spring we noticed several outlet pipes damaged due to winter conditions. We would like to assess the plumbing system – specifically on the ground level – and make repairs and design as recommended by the engineers.

This is an addendum for the 2021 Service Agreement with CE Solutions to perform an assessment of the plumbing and piping system at the Morton Street Garage.

Increase by = \$2,500
New contract amount = \$15,400

Funding Source will be: 452.26.260000.53610 (Building Repairs)

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Solutions

Contract Amount: \$2,500 increase

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 checked="" 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		Yes	No
# of Submittals:			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"/>	adjusted cost \$15,400		
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:

Adjustment of original scope to assess plumbing issues at the Morton Street Garage

Ryan Daily

Print/Type Name

Garage Manager

Print/Type Title

Parking Services - PW

Department

July 12, 2021

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Scope/Fee Adjustment Request
Morton St. Parking Garage – Engineering Services
Bloomington, Indiana
CE Solutions Project No: 20-109.1

Dear Ryan,

CE Solutions respectfully submits the following Scope/Fee Adjustment Request (SFAR) for additional services on the captioned project.

SCOPE ADJUSTMENT

The following ADDITIONAL SERVICES to the Agreement between the City of Bloomington and CE Solutions have been requested:

- Perform one site observation to observe the general condition of the existing building element in question (localized plumbing concern). No destructive investigation (invasive concrete excavation), structural analysis, instrumentation, monitoring, testing or evaluation of the original structural design will be performed. CE Solutions' structural condition assessment will be based solely on visual observations (with the assistance of binoculars for inaccessible higher elevations not otherwise accessed by equipment).
- Prepare a structural condition assessment report describing our findings and recommendations.

FEE ADJUSTMENT

CE Solutions intends to perform the ADJUSTED SCOPE OF SERVICES on a firm fixed fee basis in the amount of \$2,500.

Original Basic Services Contract Amount:	\$12,900
<u>Fee Adjustment Request No. 1:</u>	<u>\$2,500</u>
Adjusted Basic Services Contract Fee:	\$15,000

Ryan, we value very much our relationship with the City of Bloomington. Thank you again for selecting CE Solutions for your structural engineering needs. Should you have any questions or wish to discuss this matter further, please don't hesitate to contact the undersigned.

Very truly yours,



Carrie L. Walden, PE, Associate

**2021 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CE Solutions, Inc.**

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 CE Solutions, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform the following engineering services: design and prepare detailed drawings, preparations of structural repair drawings, prepare probable estimations of cost, perform site visits, and project management. These services will be performed at City facilities ("Services") for Twelve Thousand, Nine Hundred Dollars (\$12,900). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, August 31st, 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 Twelve Thousand Nine Hundred Dollars (\$12,900.00). 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: CE Solutions, Inc., 10 Shoshone Drive, Carmel, IN 46032. 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

CE Solutions, Inc.

Steve Osborn

Steve Osborn/Carrie Walden President

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 _____)

AFFIDAVIT

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

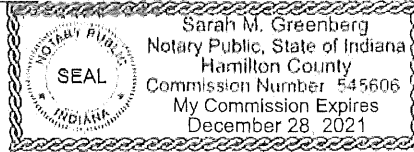
1. The undersigned is the President of CE Solutions, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services 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.

Steven P. Osborn
Signature

Steven P. Osborn

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)



Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this 10th day of MARCH, 2021.

Sarah M. Greenberg
Notary Public's Signature

My Commission Expires: 12-28-2021

SARAH M. GREENBERG
Printed Name of Notary Public

County of Residence: HAMILTON

Commission Number: 545606

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

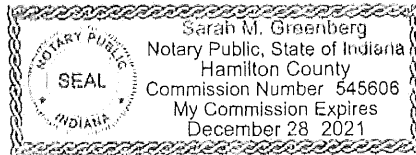
Dated this 10 day of March, 2021.

CE Solutions, Inc.

By: *[Signature]* Digitally signed by Steven P. Osborn
DN: C=US, E=spost@ce-solutions.com,
OU=Steven P. Osborn,
Date: 2021.03.10 21:28:55Z

President

STATE OF INDIANA)
) SS:
COUNTY OF _____)



Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this 10th day of MARCH, 2021.

Sarah M. Greenberg
Notary Public's Signature

My Commission Expires: 12-28-2021

SARAH M. GREENBERG
Printed Name of Notary Public

County of Residence: HAMILTON

Commission Number: 545606



Board of Public Works Staff Report

Project/Event: 2021 New Group Agreement Addendum
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 07.20.21

Report:

This as an addendum for the 2021 Service Agreement with the New Group. During repairs, the New Group determined additional repairs should be made to the stair nosing and metal risers @ Morton Street Garage stairwell.

Increase by = \$1,750
New contract amount = \$76,750

Funding Source will be: 452.26.260000.53610

City of Bloomington Contract and Purchase Justification Form

Vendor: The New Group

Contract Amount: \$1,750 increase

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 checked="" 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.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	New adjusted cost \$76,750	<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:

Addendum to contract to replace stair nosing @ Morton Garage

Ryan Daily

Garage Manager

Parking Services - PW

Print/Type Name

Print/Type Title

Department

Bid Proposal

Project: Morton Street Parking Garage
Date: July 9, 2021
To: City of Bloomington
Attn: Ryan Daily



Tread Repair

The following items are included within the price listed below:

- 1. Material**
 - a. Replacement Sheet Metal
 - b. Welding supplies

- 2. Locations**
 - a. 5 risers total

- 3. Clarifications**
 - a. None

Price: **\$1,750.00**

Qualifications:

Labor: Material: Equipment: Tax: N

Sincerely,

Ryan Hill, Project Manager
The NEW Group, Inc.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Lacy Construction Group, Inc. DBA The New Group

FOR

2021 Morton Street Garage Repairs

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and The New Group, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the repair of the Morton Street Garage, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such Insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily Injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	The New Group
Attn: Ryan Dally, Garage Manager	ATTN: W. Ryan Hill, Project Manager
245 W 7 th Street	1339 Sunday Drive
Bloomington, Indiana 47404	Indianapolis, IN 46217

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 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 swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

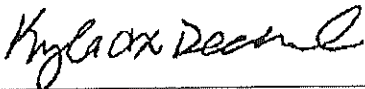
BY:



Dana Palazzo, President



Beth H. Hollingsworth, Member

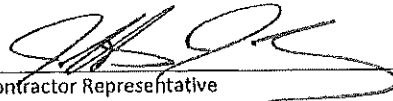


Kyla Cox Deckard, Member

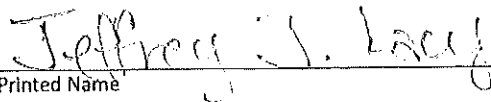


John Hamilton, Mayor of Bloomington

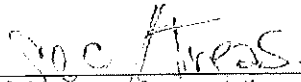
BY:



Contractor Representative



Printed Name



Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

2021 Repair of the Morton Street Garage

This project shall include, but is not limited to: Repair of all items listed in the 2021 CE Solutions Project Number 20-109 Bid Drawing and Documents.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF Marion)

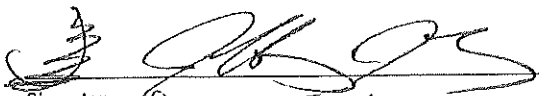
AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____


 Signature
Jeffrey J. Lacey
 Printed Name

Date: May 20 2021

STATE OF INDIANA)
) SS:
COUNTY OF Monroton)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey J. Lacy and acknowledged the execution of the foregoing this 20 day of May, 2021.

My Commission Expires: 7-28-2023 Andrea Wilkins
Signature of Notary Public

Andrea Wilkins
Notary Public
SEAL

County of Residence: Monroton Andrea Wilkins
Printed Name of Notary Public

Monroton County, State of Indiana
My Commission Expires July 28, 2023
Commission No 670895

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Sec/Trnas of The New Group
a. (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
Jeffrey J. Lacy
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey J. Lacy and acknowledged the execution of the foregoing this 20 day of May, 2021.

My Commission Expires: 7-28-2023
County of Residence: Morefan

[Signature]
Notary Public's Signature
Andrea Wilkins
Printed Name of Notary Public

Andrea Wilkins
Notary Public
SEAL
Marion County, State of Indiana
My Commission Expires July 28, 2023
Commission No 870895

ATTACHMENT D

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 20 day of May, 2021

The NEW Group
(Name of Organization)

By: [Signature]
Jeffrey J. Lacy
(Name and Title of Person Signing)

STATE OF INDIANA)
COUNTY OF Marion) SS:

Subscribed and sworn to before me this 20 day of May, 2021.

My Commission Expires: 7-28-2023 [Signature]
Notary Public Signature

Resident of Morgan County

Andrea Wilkins
Printed Name

Andrea Wilkins
Notary Public
SEAL
Marion County, State of Indiana
My Commission Expires July 28, 2023
Commission No 670295

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/16/2021	Payroll				470,750.14
					<u><u>470,750.14</u></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 **\$ 470,750.14**

Dated this 20th day of July year of 2021.

Dana Henke 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:	Request from Browning Chapman for Sidewalk and Lane Closures on Atwater Ave
Staff Representative:	Karina Pazos
Petitioner/Representative:	Boston Fields, Project Manager, Browning Chapman
Date:	7/16/2021

Browning Chapman will be repairing the sealant in the wall joints of the IU Henderson Parking Garage. To accomplish this project, Browning Chapman will need to place a lift in the north lane of Atwater Ave and is requesting a lane and sidewalk closure along the south side of the parking garage.

Browning Chapman will be sending letters to notify adjacent residents and property owners of work within the ROW. Browning Chapman is requesting this closure from August 9th through August 22nd.

July 16th

Board of Public Works
City of Bloomington
401 N Morton St.
Bloomington, IN 47404

Atwater Ave Lane Closure Request

Dear Board Members:

Browning Chapman, LLC has been contracted to perform repair work to the interior and exterior of the Henderson Parking Garage on Indiana University's campus. The exterior repairs consist of removing the old and failing sealant from the exterior elevation joints and installing new silicone sealant in these joints. Browning Chapman, LLC requires the use of lifts to perform this work. Due to obstructions close to the building elevations and landscaping around the building, Browning Chapman, LLC is requesting a lane and sidewalk closure on Atwater Ave along the south elevation of the garage. This is a two-lane, one-way road and Browning Chapman, LLC will only require the north lane to be closed. Browning Chapman, LLC is requesting this lane closure permit from August 9th to August 22nd.

Browning Chapman, LLC will coordinate with the City of Bloomington engineering and planning and transportation to ensure proper signage and notice of lane and sidewalk closure. Therefore, Browning Chapman, LLC respectfully requests that the Board of Public Works approves the lane closure from August 9th to August 22nd.

Regards,

Boston Fields
Project Manager
bfields@browningchapman.com
(765) 606-9412
Browning Chapman, LLC

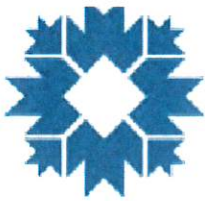
Dear Property Owner,

Please accept this notification on behalf of Browning Chapman, LLC informing property owners that Browning Chapman, LLC is requesting a lane and sidewalk closure on Atwater Ave from August 9th to August 22nd. Please be advised that Browning Chapman, LLC is not requesting to close the entire traffic flow on Atwater Ave, but only the north lane of the two-lane, one-way road. The request for closure is along the south elevation of the Henderson Parking Garage. Browning Chapman, LLC is requesting this lane and sidewalk closure in order to complete the work we have been contracted by Indiana University to remove and replace the failing sealants joints on the elevations of the Henderson Parking Garage. Browning Chapman, LLC is happy to perform this work for Indiana University and assist in maintaining the beautiful architecture on Indiana University's campus. Browning Chapman, LLC apologizes for the inconvenience during the dates requested.

There will be a Board of Public Works meeting on Tuesday, July 15th at 5:30 PM at which the board will review Browning Chapman, LLC's request for lane and sidewalk closure.

Regards,

Browning Chapman, LLC
2101 Bastian Ct.
Westfield, IN 46074
(317) 608-2775




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

701 N. Morton Street, Suite 100
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 310 S Fess Ave

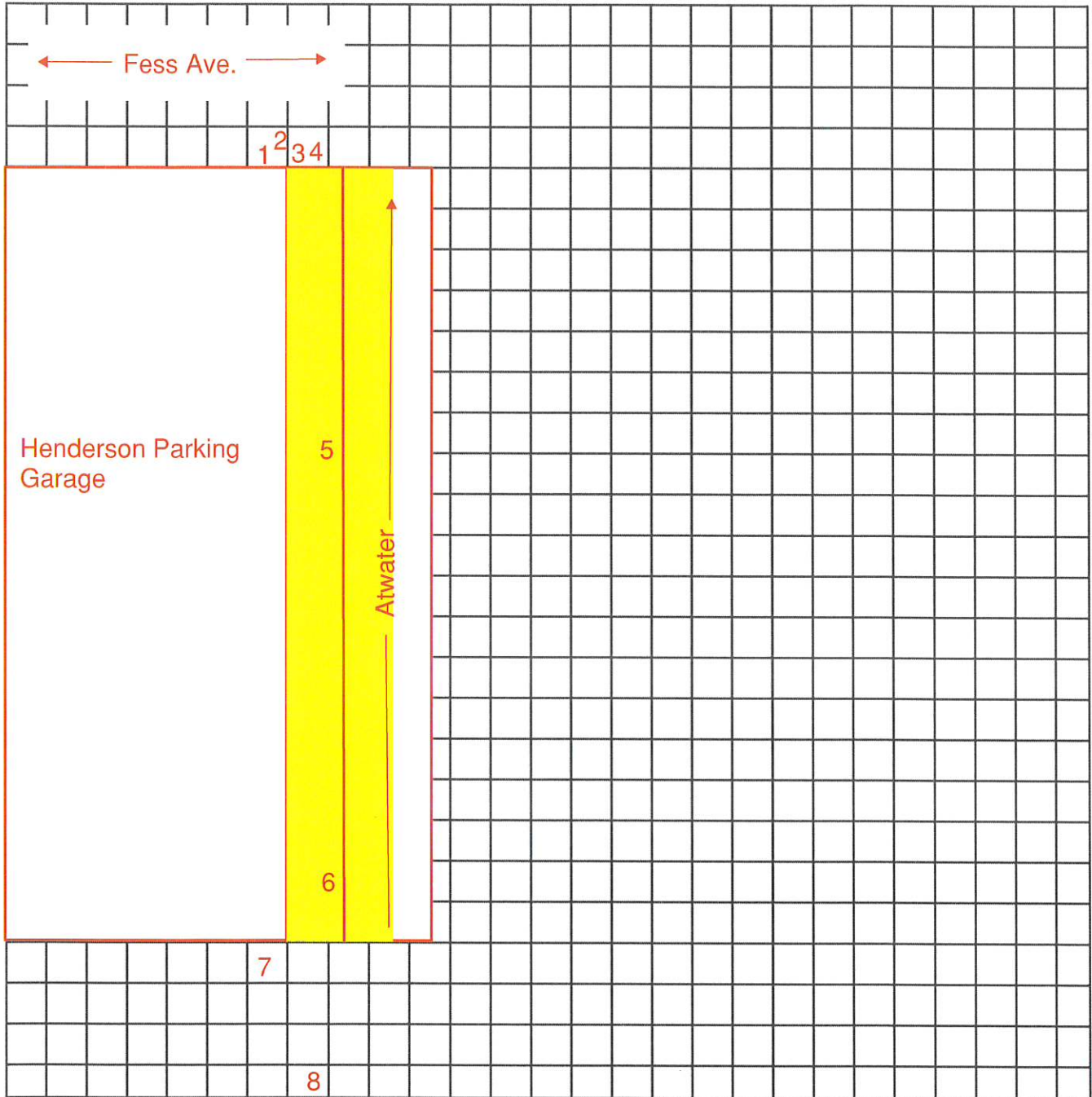
A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Boston Fields</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bfields@browningchapman.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Browning Chapman</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>2101 Bastian Ct.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Westfield, IN 46074</u>			
24-HR EMERGENCY CONTACT NAME: <u>Boston Fields</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>(765) 606-9412</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>See Attached</u> COMPANY: _____		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>See Attached</u> COMPANY: _____		PROJECT NAME: <u>Henderson Parking Garage</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>IN-21-0317</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Boston Fields</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>(765) 606-9412</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS: <u>NA</u>	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS: _____	
(EXPLAIN): <u>Elevation Repair. Work to be performed from boom lifts.</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>Atwater Ave</u>		LINEAL FT OF BORE*: _____	
1ST INTERSECTING STREET NAME: <u>S Henderson St</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: <u>S Fess Ave</u>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
START DATE: <u>7-12-21</u> END DATE: <u>7-24-21</u> # OF DAYS*: <u>13</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Boston Fields</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Bate Fee</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>6-23-21</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>7</u> AM - <u>4</u> PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
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- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
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NOTES/ADDITIONAL INFORMATION/LEGEND:

- | | |
|-------------------------|----------------------------------|
| 1. Fire Hydrant | 5. No Parking Sign |
| 2. Stop/ One Way Sign | 6. One Way Sign |
| 3. Man Hole | 7. Henderson Parking Garage Sign |
| 4. Unknown Utility Pole | 8. Speed Limit Sign |

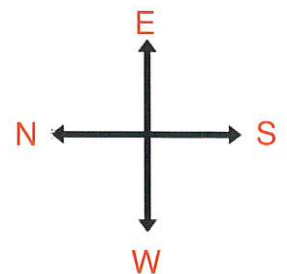
Proposed Street/ Sidewalk to be used =

Each square is to represent at 10'x10' area.

Dimensions and locations of signs/ structures is approximate

Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm



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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 11611 N. Meridian St., Ste 230 Carmel, IN 46032 765 372-5350	CONTACT NAME: Mary Griffith
	PHONE (A/C, No, Ext): 765 372-5350
	FAX (A/C, No): 765 372-5354
	E-MAIL ADDRESS: mary.griffith@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Casualty and Surety Company
	INSURER B : Evanston Insurance Company
	INSURER C : CNA Insurance Comp.
	INSURER D :
	INSURER E :
	INSURER F :
INSURED Browning Chapman, LLC 2101 Bastian Court Westfield, IN 46074	NAIC # 19038 35378 20443

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 INSR	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 POLLUTION LIAB			DTCO3L768549PHX20	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZCE16N79942	04/01/2021	04/01/2022	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	8103L4000972026G	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	CUP3L8829242026	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 10,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE	X	X	MKLV3EUE100681	12/01/2020	12/01/2021	AGGREGATE \$ 10,000,000 EXCESS LIMIT \$ 5,000,000
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3L40005A2026G	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			DTCO3L768549PHX20	12/01/2020	12/01/2021	\$ 200,000 Leased/Rented
C	Contractor E&O			6079042822	07/19/2020	07/19/2021	\$ 5,000,000 Limit
A	Professional Liab			ZCE16N79942	04/01/2021	04/01/2022	\$ 5,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Broadened Endorsement includes Automatic Additional Insured Coverage, Waiver of Subrogation and Primary and Non Contributory Coverage when required on General Liability with written contract or agreement currently in effect or which becomes effective during the policy period, and is executed prior to the loss.
Business Auto Includes Automatic Additional Insured and Waiver of Subrogation with written contract or agreement, same terms as under Liability. Workers Compensation includes Blanket Waiver of Subrogation (See Attached Descriptions)

CERTIFICATE HOLDER **CANCELLATION**

<p align="center">PROOF OF COVERAGE</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p align="center"><i>[Signature]</i></p>

DESCRIPTIONS (Continued from Page 1)

with written contract or agreement. Umbrella policy follows form and provides coverage per underlying written contract or agreement. Umbrella policy follows form and provides coverage per underlying policies.




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

701 N. MOTION STREET, SUITE 100
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 310 S Fess Ave

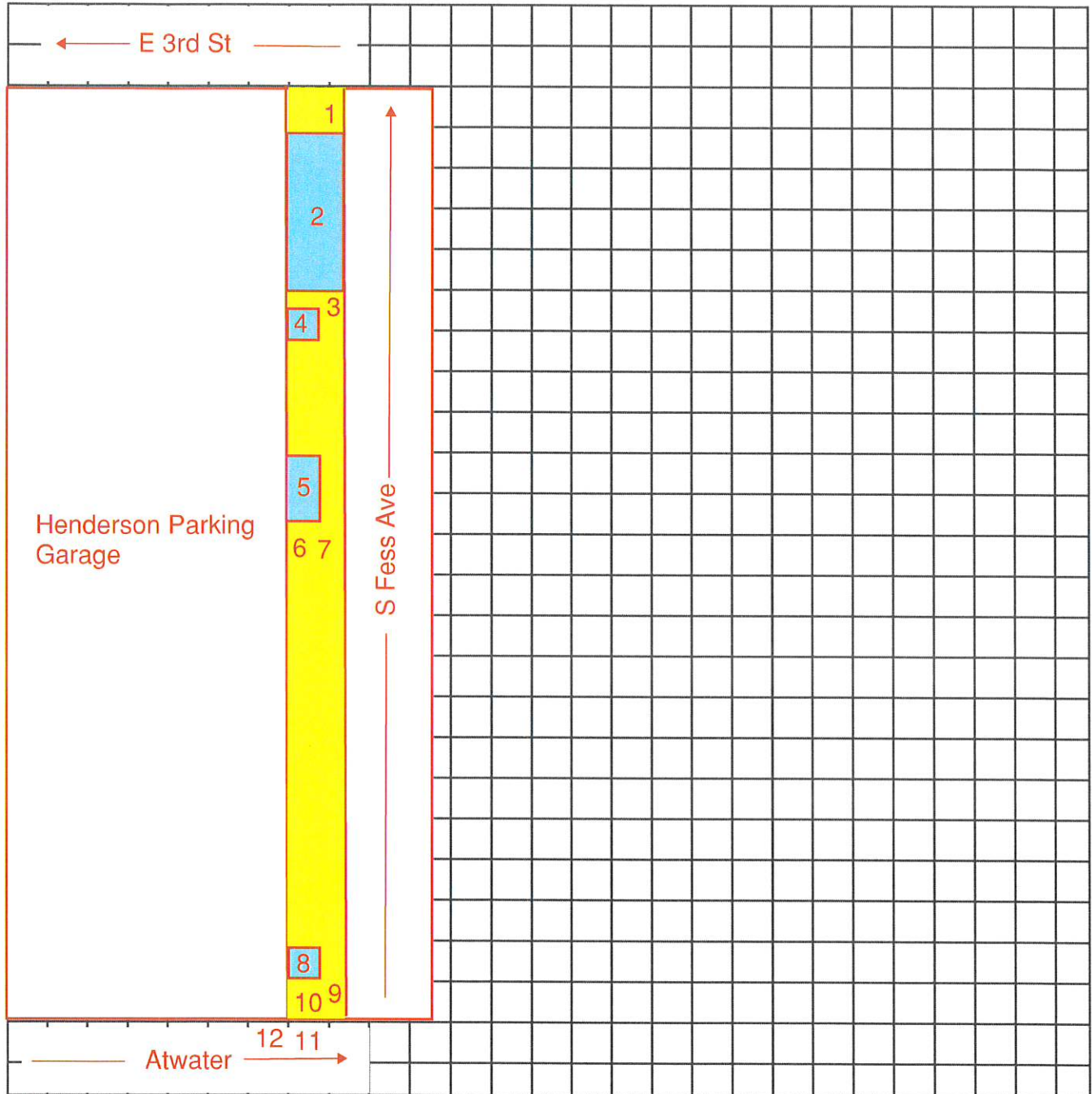
A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Boston Fields</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bfields@browningchapman.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Browning Chapman</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>2101 Bastian Ct.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED	
CITY, STATE, ZIP: <u>Westfield, IN 46074</u>		See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
24-HR EMERGENCY CONTACT NAME: <u>Boston Fields</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>(765) 606-9412</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)	
INSURANCE #*: <u>See Attached</u> COMPANY: _____		APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
BOND#*: <u>See Attached</u> COMPANY: _____		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT NAME: <u>Henderson Parking Garage</u>	
SUBCONTRACTOR INFORMATION		PROJECT #: <u>IN-21-0317</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR.: <u>Boston Fields</u>	
COMPANY NAME: _____		PROJECT MGR. #: <u>(765) 606-9412</u>	
B. WORK DESCRIPTION:		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
(EXPLAIN): <u>Elevation Repair. Work to be performed from boom lifts.</u>		G. EXCAVATIONS: <u>NA</u>	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
STREET NAME 1: <u>Fess Ave</u>		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
1ST INTERSECTING STREET NAME: <u>Atwater Ave</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
2ND INTERSECTING STREET NAME: <u>E 3rd St</u>		LINEAL FT OF BORE*: _____	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		# OF POLE INSTALLATIONS/REMOVAL: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
START DATE: <u>7-26-21</u> END DATE: <u>8-7-21</u> # OF DAYS*: <u>13</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
STREET NAME 2: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
1ST INTERSECTING STREET NAME: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
2ND INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Boston Fields</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Beta Field</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>		DATE: <u>6-23-21</u>	
REQUESTED CLOSURE HOURS: <u>7</u> AM - <u>4</u> PM			
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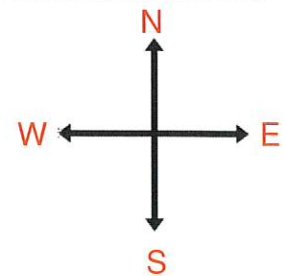
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NOTES/ADDITIONAL INFORMATION/LEGEND:

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2. Garage Entry/ Exit	6. Gas Meter	10. Fire Hydrant
3. Stop Sign	7. No Parking Sign	11. Man Hole
4. Doorway #1	8. Doorway #2	12. Unknown Utility Pole
Proposed Street/ Sidewalk to be used = 		
Each square is to represent a 10'x10' area.		



Dimensions and Locations of signs/ structures is approximate

Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2021

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.

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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.

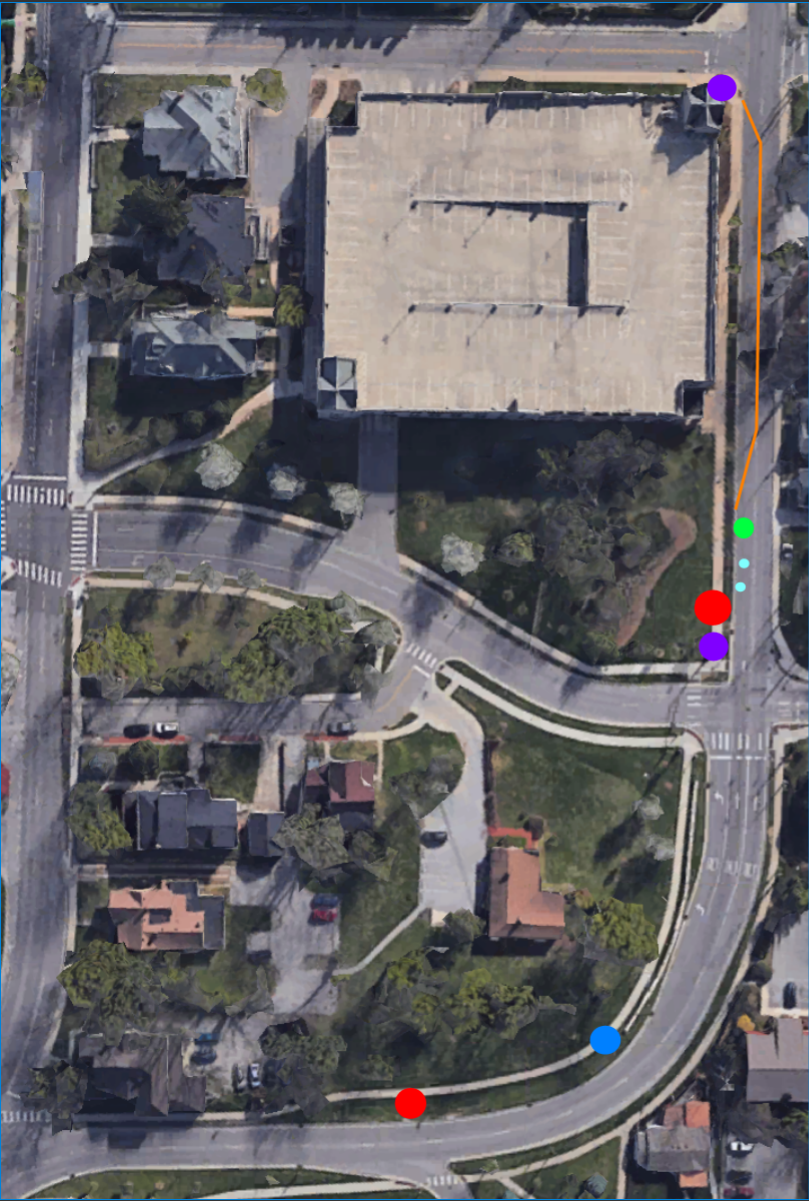
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> POLLUTION LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	DTCO3L768549PHX20 ZCE16N79942	12/01/2020 04/01/2021	12/01/2021 04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 POLLUTION \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	8103L4000972026G	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	CUP3L8829242026	12/01/2020	12/01/2021	EACH OCCURRENCE \$10,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	MKLV3EUE100681	12/01/2020	12/01/2021	AGGREGATE \$10,000,000 EXCESS LIMIT \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB3L40005A2026G	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Equipment			DTCO3L768549PHX20	12/01/2020	12/01/2021	\$200,000 Leased/Rented
C	Contractor E&O			6079042822	07/19/2020	07/19/2021	\$5,000,000 Limit
A	Professional Liab			ZCE16N79942	04/01/2021	04/01/2022	\$5,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Broadened Endorsement includes Automatic Additional Insured Coverage, Waiver of Subrogation and Primary and Non Contributory Coverage when required on General Liability with written contract or agreement currently in effect or which becomes effective during the policy period, and is executed prior to the loss. Business Auto Includes Automatic Additional Insured and Waiver of Subrogation with written contract or agreement, same terms as under Liability. Workers Compensation includes Blanket Waiver of Subrogation (See Attached Descriptions)

CERTIFICATE HOLDER <p style="text-align: center;">PROOF OF COVERAGE</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

with written contract or agreement. Umbrella policy follows form and provides coverage per underlying written contract or agreement. Umbrella policy follows form and provides coverage per underlying policies.



Orange circle: Cones/barrels around work zone

Purple circle: Sidewalk Closed Signs

Green circle: Road Barricade

Red circle: Lane Ends Merge Right Sign

Blue circle: Left Lane Must Turn Left Sign

Cyan circle: Arrow Right Sign



Board of Public Works Staff Report

Project/Event:	Dedication of Right of Way along W. Fountain Drive
Staff Representative:	Emily Herr
Petitioner/Representative:	Comcast
Date:	7/20/2021

The property owner of 1600 W. Fountain Drive (Comcast) received a rezoning recommendation under Plan Commission Case ZO-21-20 and approval under Common Council Ordinance 21-01 which was approved on January 22, 2021. With this rezoning request the petitioner is required to dedicate right-of-way along W. Fountain Drive as outlined in the Transportation Plan (31.5' of right-of-way from centerline). The City is also in the process of installing a multi-use path along the north side of Fountain Drive and the petitioner is working with the City on making a financial contribution equal to the cost of the multi-use path.

DEDICATION OF PUBLIC RIGHT OF WAY

The undersigned, on behalf of **COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**, a Delaware limited liability company, formerly known as **ILLINOIS/INDIANA SYSTEMS GROUPS, LLC**, whose address is 1500 Market Street, 11th Floor, Philadelphia, Pennsylvania 49102-2148 (“Grantor”), being the owner in fee simple of the real estate described on **Exhibit A** attached hereto and located at 1600 West Fountain Drive, Bloomington, Indiana (“Grantor’s Real Estate”), for good and valuable consideration, does hereby dedicate and convey to the **CITY OF BLOOMINGTON, INDIANA**, a municipality of the State of Indiana, whose address is 401 North Morton Street, Bloomington, Indiana 47404, the right of way dedication area legally described and depicted on **Exhibit B** attached hereto (“Public Right of Way Area”), consisting of 14,833 square feet, for use as a right of way for public road purposes, for construction of the B-Line extension and multi-use path within the Public Right of Way Area, and for construction and maintenance of public utilities within and on the Public Right of Way Area.

IN WITNESS WHEREOF, the undersigned acting for and on behalf of Grantor and with full corporate authority to do so, has hereunto set their hands and seal this _____ day of _____, 2021.

GRANTOR:

COMCAST OF ILLINOIS/INDIANA/OHIO, LLC
f/k/a ILLINOIS/INDIANA SYSTEMS GROUP, LLC

By: _____

Printed: _____

Title: _____

NOTARIAL CERTIFICATE

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of **COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**, f/k/a Illinois/Indiana Systems Group, LLC, as Grantor, who acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

WITNESS my hand and notarial seal this ____ day of _____, 2021.

Printed Name: _____
Commission No.: _____
My Commission Expires: _____
County of Residence: _____

ACCEPTANCE AND DEDICATION OF PUBLIC RIGHT OF WAY

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication of a public right of way this _____ day of _____, 2021.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Dana Henke, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Kyla Cox Deckard, Secretary

NOTARIAL CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Dana Henke, Beth H. Hollingsworth, and Kyla Cox Deckard, being all of the Members of the City of Bloomington Board of Public Works, who acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

WITNESS, my hand and notarial seal this _____ day of _____, 2021.

Printed Name: _____
Commission No.: _____
My Commission Expires: _____
County of Residence: _____

I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jaclyn M. Brinks

This instrument was prepared by Jaclyn M. Brinks, Attorney at Law, Post Office Box 255, Pendleton, Indiana 46064.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404. The mailing address of the grantee is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL ESTATE

Part of the West half of Section 32, Township 9 North, Range 1 West, Bloomington Township, Monroe County, Indiana, more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of said Section 32; thence South 00 degrees 00 minutes 00 seconds East 2527.46 feet; thence North 90 degrees 00 minutes 00 seconds East 1004.58 feet to a stone found at the point of beginning; thence North 90 degrees 00 minutes 00 seconds East along a fence line 661.64 feet to a stone found; thence South 00 degrees 21 minutes 37 seconds West along a fence line 279.00 feet to a rebar set; thence North 90 degrees 00 minutes 00 seconds West 172.00 feet to a rebar set; thence South 00 degrees 21 minutes 37 seconds West 252.58 feet to a rebar set on the North line of the L and N railroad; thence South 88 degrees 01 minutes 52 seconds West along North line 135.00 feet to a P.K. nail set in Vernal Pike; thence North 53 degrees 14 minutes 10 seconds West along the center line of Vernal Pike 362.02 feet to a P.K. nail set; thence North 51 degrees 19 minutes 42 seconds West along said center line 77.03 feet to a P.K. nail set; thence North 00 degrees 15 minutes 20 seconds West along a fence line 271.39 feet to the point of beginning, containing 6.036 acres, more or less.

ALSO, Part of the Northwest quarter of Section 32, Township 9 North, Range 1 West, Bloomington Township, Monroe County, Indiana, more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of said Northwest quarter; thence South 00 degrees 00 minutes 00 seconds East 2527.46 feet; thence North 90 degrees 00 minutes 00 seconds East 1666.22 feet to a stone; thence South 00 degrees 21 minutes 37 seconds West 279.00 feet to a rebar and to the point of beginning, thence South 00 degrees 21 minutes 37 seconds West 246.66 feet to a rebar set on the North right-of-way line of the Monon Railroad; thence South 88 degrees 01 minutes 52 seconds West along said North line 172.14 feet to a rebar; thence North 00 degrees 21 minutes 37 seconds East 252.58 feet to a rebar; thence North 90 degrees 00 minutes 00 seconds East 172.00 feet to the point of beginning, containing 0.986 acres, more or less.

Commonly known as: 1600 West Vernal Pike, Bloomington, Indiana.

Also known as: 1600 West Fountain Drive, Bloomington, Indiana.

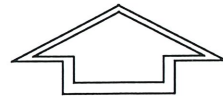
Parcel No. 53-05-32-300-034.000-004

Tax I.D. No. 012-08305-00

NORTHWEST CORNER,
SEC. 32, T 9 N, R 1 W,
MONROE COUNTY, INDIANA

EXHIBIT

B



NORTH

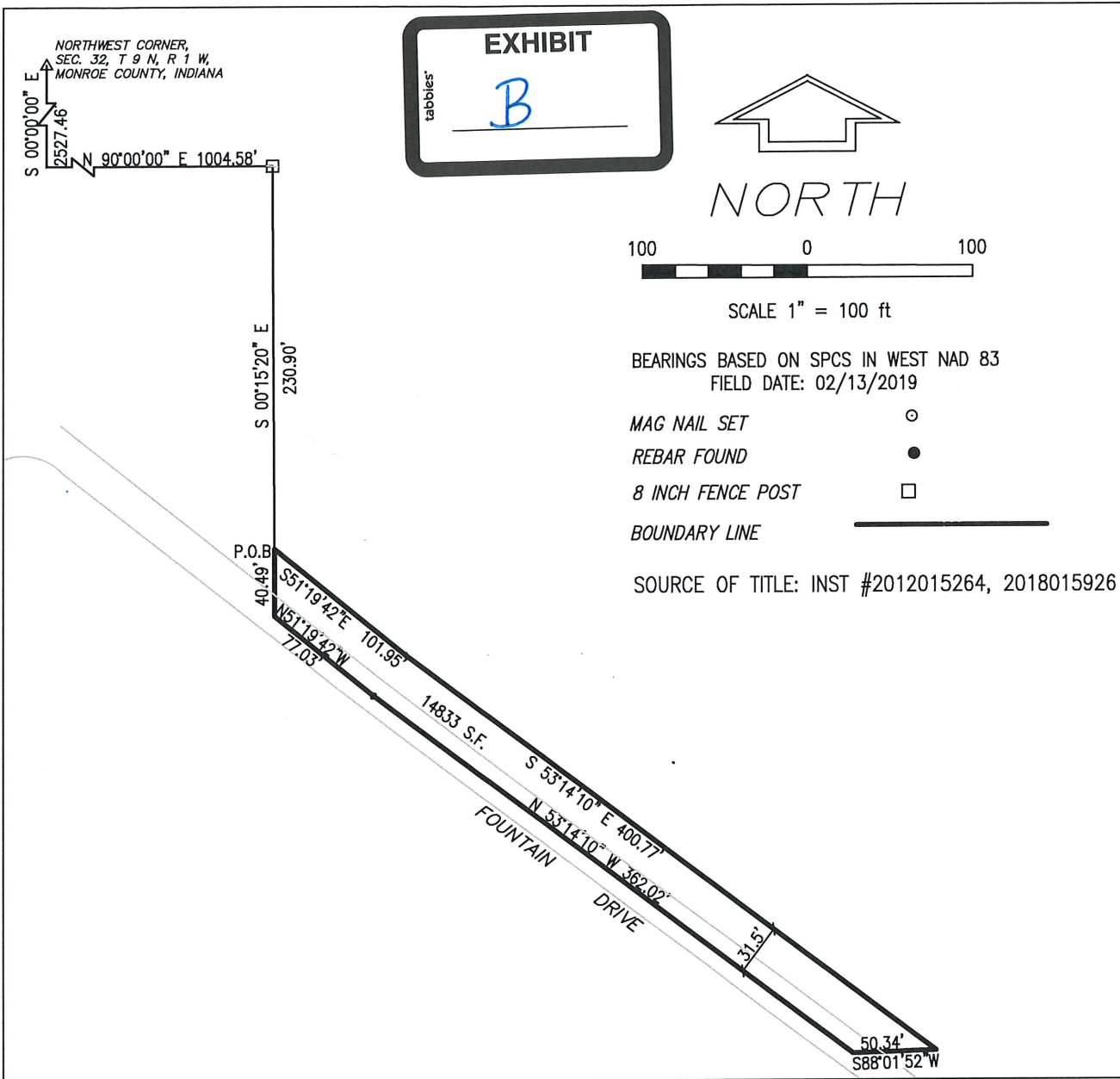


SCALE 1" = 100 ft

BEARINGS BASED ON SPCS IN WEST NAD 83
FIELD DATE: 02/13/2019

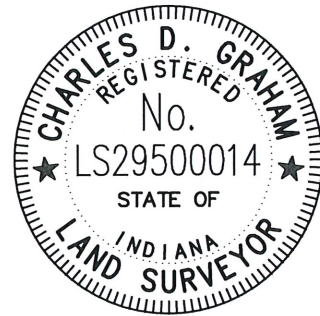
- MAG NAIL SET ○
- REBAR FOUND ●
- 8 INCH FENCE POST □
- BOUNDARY LINE —————

SOURCE OF TITLE: INST #2012015264, 2018015926



RIGHT OF WAY DEDICATION

A part of the West half of Section 32 Township 9 North, Range One 1 West, Monroe County, Indiana described as follows: Commencing at a rail road spike at the Northwest corner of said Section 32; thence South 00 degrees 00 minutes 00 seconds East (bearing based on vesting deed) 2527.46 feet; thence North 90 degrees 00 minutes 00 seconds East 1004.58 feet to a stone; thence along the West line of parent tract South 00 degrees 15 minutes 20 seconds East 230.90 feet to the Point of Beginning; thence leaving said West line South 51 degrees 19 minutes 42 seconds East 101.95 feet; thence South 53 degrees 14 minutes 10 seconds East 400.77 feet to the South line of parent tract; thence along said South line South 88 degrees 01 minutes 52 seconds West 50.34 feet to the centerline of Fountain Drive thence along said centerline North 53 degrees 14 minutes 10 seconds West 362.02; thence North 51 degrees 19 minutes 42 seconds West 77.03 feet to the West line of parent tract; thence along said West line North 00 degrees 15 minutes 20 seconds West 40.49 feet to the Point of Beginning. Containing in all 14833 square feet, more or less.



Charles D. Graham

Charles D. Graham
Registration No. LS29500014

RIGHT OF WAY DEDICATION

Illinois/Indiana Systems Group Llc PARCEL
#53-05-32-300-034.000-004 1600 W
Fountain Dr, Bloomington, In 47404



BYNUM FANYO & ASSOCIATES, INC.
528 North Walnut Street
Bloomington, Indiana 47404
Phone (812)332-8030 Fax (812)339-2990

Date: 04/23/2021

Project No: 5021018



Board of Public Works Staff Report

Project/Event: Change Orders #1 & #2 for the 14th Street Sidewalk Project

Petitioner/Representative: Engineering Department

Staff Representative: Russell White

Date: 07/20/2021

Report:

This project was awarded on November 24, 2020, to Milestone Contractors LP. The Notice to Proceed was issued on or about January 25, 2021. Work began on or about February 22, 2021. This project includes the installation of a new sidewalk on the north side of West 14th Street from North Madison Street to North Woodburn Avenue. The original contract amount for this project was \$194,658.75. Change order #1 is required due to the replacement of a sanitary lateral in conflict with the new storm line. If approved this change order will result in an increase of \$3,606.78. Change order #2 is required to balance out the final contract amount. If approved this change order will result in an increase of \$431.42. The final adjusted contract amount will be \$198,696.95. Funding source: CDBG \$132,337.00 and 454-05-050000-54310 for remainder. Change orders #1 & #2 will result in an increase of \$4,038.20. The final adjusted contract amount will be \$198,696.95. CDBG \$132,337.00 and 454-05-050000-54310 for remainder.

Change orders #1 & #2 will result in an increase of \$4,038.20. The final adjusted contract amount will be \$198,696.95. CDBG \$132,337.00 and 454-05-050000-54310 for remainder.

Russell White

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

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

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

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

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

Print/Type Name

Print/Type Title

Department

MILESTONE CONTRACTORS, L.P.

Change Order

4755 W. Arlington Road
 Bloomington IN 47404
 PHONE(812) 330-2037
 FAX (812) 330-2118

TO: City of Bloomington

 Attn: Mr Russel White

Change Order NO.	1
DATE	6/18/2021
OUR CONTRACT NO.	215004

PROJECT: 14th Street Sidewalk LOCATION: Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Sanitary Lateral	\$2,753.90	LS	1	\$2,753.90	0.00	\$0.00
	Patching	\$36.75	SY	13.33	\$489.88		\$0.00
	HMA Asphalt	\$330.00	Ton	1.10	\$363.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
TOTALS					\$3,606.78		\$0.00
				NET INCREASED ESTIMATED COST	\$		3,606.78
				DECREASED			

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

Sanitary lateral was in conflict with new storm and had to be lowered to the sanitary main. Gas line was in conflict with the new storm so it could not be adjusted.

ORIGINAL CONTRACT AMOUNT	\$194,658.75
PREVIOUS CHANGE ORDERS	\$0.00
THIS CHANGE ORDER	<u>\$3,606.78</u>
REVISED CONTRACT AMOUNT	\$198,265.53

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

MILESTONE CONTRACTORS, L.P.

 COMPANY NAME

Brent Foster

 SUBMITTED BY

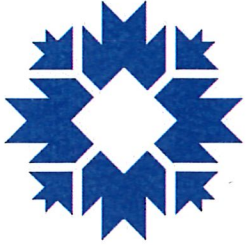
 SIGNATURE/TITLE

MILESTONE CONTRACTORS, L.P.

 DATE

 APPROVED BY

PLEASE SIGN AND RETURN ONE COPY.



City of Bloomington, Indiana

Change Order Details

14th Street Sidewalk_Madison to Woodburn

Description	BC-2020-99-CN <i>Installation of a new sidewalk on the north side of West 14th Street from North Madison Street to North Woodburn Avenue.</i>
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Lafayette, IN
Change Order	2
Status	Pending
Date Created	06/30/2021
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$194,658.75
Authorized Project Amount	\$194,658.75
Change Order Amount	\$431.42
Revised Project Amount	\$195,090.17

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
002	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED DAMAGES									
Reason: Balancing Change Order									
005	205-06937	LFT	\$7.500	405.000	\$3,037.50	-230.000	-\$1,725.00	175.000	\$1,312.50
TEMPORARY SILT FENCE									
Reason: Balancing Change Order									
008	604-06070	SYS	\$76.000	238.000	\$18,088.00	-18.530	-\$1,408.28	219.470	\$16,679.72
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
009	604-08086	SYS	\$350.000	15.000	\$5,250.00	6.060	\$2,121.00	21.060	\$7,371.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
011	610-08446	SYS	\$155.000	61.000	\$9,455.00	21.870	\$3,389.85	82.870	\$12,844.85
PCCP FOR APPROACHES, 6 IN.									

Change Order Details:
4th Street Sidewalk_Madison to Woodburn

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

Reason: Balancing Change Order

012	621-06560	SYS	\$55.000	89.000	\$4,895.00	92.470	\$5,085.85	181.470	\$9,980.85
MULCHED SEEDING U									

Reason: Balancing Change Order

014	715-94530	EACH	\$250.000	2.000	\$500.00	-1.000	-\$250.00	1.000	\$250.00
ADJUST WATER VALVE TO GRADE									

Reason: Balancing Change Order

015	715-05118	LFT	\$70.000	468.000	\$32,760.00	-18.000	-\$1,260.00	450.000	\$31,500.00
PIPE, TYPE 1, CIRCULAR, 12 IN.									

Reason: Balancing Change Order

016	715-91742	EACH	\$1,500.000	1.000	\$1,500.00	1.000	\$1,500.00	2.000	\$3,000.00
WATER METER RELOCATE									

Reason: Balancing Change Order

017	720-45045	EACH	\$2,950.000	6.000	\$17,700.00	-1.000	-\$2,950.00	5.000	\$14,750.00
INLET, J10									

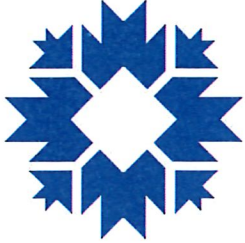
Reason: Balancing Change Order

Change Order Details:
4th Street Sidewalk_Madison to Woodburn

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
020	203-02010	CYS	\$230.000	20.000	\$4,600.00	-17.700	-\$4,071.00	2.300	\$529.00
EXCAVATION, ROCK									
Reason: Balancing Change Order									
11 items	Totals				\$97,786.50		\$431.42		\$98,217.92

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

_____	_____	_____
Engineer	Contractor	Owner
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



City of Bloomington, Indiana

Change Order Details

14th Street Sidewalk_Madison to Woodburn

Description	BC-2020-99-CN <i>Installation of a new sidewalk on the north side of West 14th Street from North Madison Street to North Woodburn Avenue.</i>
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	1
Status	Pending
Date Created	06/30/2021
Type	Scope Changes
Summary	Replace sanitary lateral in clonflict with new storm line
Change Order Description	Sewer lateral at 14th and Woodburn had to be relocated to allow installation of new storm line
Awarded Project Amount	\$194,658.75
Authorized Project Amount	\$194,658.75
Change Order Amount	\$3,606.78
Revised Project Amount	\$198,265.53

Increases/Decreases

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

Section: 1 - Description

006	304-07490	TON	\$330.000	34.000	\$11,220.00	1.100	\$363.00	35.100	\$11,583.00
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HMA PATCHING, TYPE B

Reason: Patching for cut in 14th Street

007	305-07468	SYS	\$36.750	307.000	\$11,282.25	13.330	\$489.88	320.330	\$11,772.13
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PCC BASE PATCHING, 12 IN.

Reason: Patching for cut in 14th Street

2 items			Totals		\$22,502.25		\$852.88		\$23,355.13
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New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
-------------	---------	------	----------	------------	-----------

Section: 1 - Description

0030	715-92253	EACH	1.000	\$2,753.900	\$2,753.90
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SEWER SANITARY LATERAL RECONNECT

Reason: Replace/relocated sewer lateral

Change Order Details:
4th Street Sidewalk_Madison to Woodburn

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
-------------	---------	------	----------	------------	-----------

1 item

Total: \$2,753.90

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

_____	_____	_____
Engineer	Contractor	Owner
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



Board of Public Works Staff Report

Project/Event:	Change Orders #1 for W. 6 th Street and N. Elm St. Sidewalk Replacement
Petitioner/Representative:	Department of Public Works
Staff Representative:	Michael Large
Date:	07/20/2021

Report:

This project was awarded to Rivertown Construction LLC by the Board on December 22, 2020. This project is a part of the City's Recover Forward initiative. It replaced the sidewalks on West 6th Street from North Elm Street to North Fairview Street. In addition, it also replaced the eastern sidewalk on North Elm Street from West 4th Street to West 5th Street. Work began on March 19, 2021 and finishing on or about June 15, 2021. The original contract amount for this project was \$249,250.00. Change order #1 is to compensate the contractor for additional materials and labor not included in the original contract. If approved this change order will result in an increase of \$12,009.09. The final adjusted contract amount would be \$261,259.09. Funding source: 101-02-02RCVR-54310

Michael Large, MPA

City of Bloomington Contract and Purchase Justification Form

Vendor: River Town Construction LLC

Contract Amount: \$249,250.00

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: 5		Yes	No	
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?				CGR, LLC submitted the lowest bid of \$178,160.00, but when evaluating the bids received, staff determined that this bid was not responsive. River Town Construction, LLC was the lowest responsive and responsible bidder.
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 to Rivertown Construction LLC by the Board on December 22, 2020. This vendor was chosen as the lowest bidder whose bid included all of the elements required for the completion of this project. This project is a part of the City's Recover Forward initiative. It replaced the sidewalks on West 6th Street from North Elm Street to North Fairview Street. In addition, it also replaced the eastern sidewalk on North Elm Street from West 4th Street to West 5th Street. Work began on March 19, 2021 and finishing on or about June 15, 2021. The original contract amount for this project was \$249,250.00. Change order #1 is to compensate the contractor for additional materials and labor not included in the original contract. If approved this change order will result in an increase of \$12,009.09. The final adjusted contract amount would be \$261,259.09. Funding source: 101-02-02RCVR-54310

Michael Large

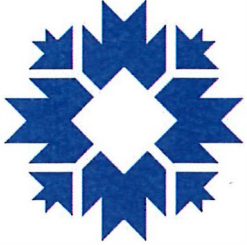
Project Manager

Department of Public Works

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Recover Forward West 6th Street/North Elm Street Sidewalk Project

Description	BC-2020-108 Replacement of the sidewalks on West 6th Street from North Elm Street to North Fairview Street.
Prime Contractor	River Town Construction LLC PO Box 444 Newburgh, IN 47629
Change Order	1
Status	Completed
Date Created	07/16/2021
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$249,250.00
Authorized Project Amount	\$249,250.00
Change Order Amount	\$12,009.09
Revised Project Amount	\$261,259.09



River Town Construction LLC
 PO Box 444
 Newburgh, IN 47629-0444

INVOICE NO: 1940
PAY APPLICATION NO: 1
PERIOD TO: 06/30/21
APPLICATION DATE: 06/30/21

MONTHLY PAY APPLICATION

TO: The City of Bloomington
 Public Works / Street Division
 PO Box 100
 Bloomington, IN 47402

PROJECT: Bloomington 6th and Elm Sidwk

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
Recover Forward Sidewalk Project (RT21-12)												
001	West 6th Street / North Elm Street	LS	1.00	249,250.00	249,250.00		0.00	1.00	249,250.00	1.00	249,250.00	100.00%
Contract Value Total					249,250.00		0.00		249,250.00		249,250.00	100.00%
Change Orders / Additions												
60	2' Curb and Gutter	LF	1.00	55.25	55.25		0.00	90.00	4,972.50	90.00	4,972.50	000.00%
65	Adjust Casting to Grade	EA	1.00	375.00	375.00		0.00	1.00	375.00	1.00	375.00	100.00%
70	Concrete Sidewalks	SY	1.00	96.25	96.25		0.00	20.11	1,935.59	20.11	1,935.59	011.00%
80	ADA Ramps with Cast Iron Plates	SY	1.00	415.00	415.00		0.00					0.00%
90	6" Conc Drives	SY	1.00	139.00	139.00		0.00	34.00	4,726.00	34.00	4,726.00	400.00%
Change Orders / Additions Total					1,080.50		0.00		12,009.09		12,009.09	1111.44%

TOTAL: \$ 261,259.09 **CURRENT** 261,259.09 **TO DATE** \$ 261,259.09

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

_____ Engineer	_____ Contractor	_____ Owner
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

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				
Lori Errington	01-refund adoption fee/rabbies vac-canine-7/6/21		07/23/2021	75.00
Flora France Knable	01-refund (partial) adoption fee-kitten-7/9/21		07/23/2021	50.00
Jacob Otto	01-refund adoption fee-puppy-7/1/21		07/23/2021	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 3		\$200.00
		Transactions		
Account 43460 - Medical				
Lori Errington	01-refund adoption fee/rabbies vac-canine-7/6/21		07/23/2021	15.00
	Account 43460 - Medical Totals	Invoice 1		\$15.00
		Transactions		
Account 52210 - Institutional Supplies				
4832 - Animal Care Equipment & Services, LLC	01-litter pans (inc. shipping chgs)		07/23/2021	86.13
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-7/2/21		07/23/2021	190.08
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-7/2/21		07/23/2021	83.16
3929 - IDEXX Laboratories, INC	01-F/F, Giardia, Parvo tests		07/23/2021	641.16
3929 - IDEXX Laboratories, INC	01-F/F tests		07/23/2021	1,088.43
4633 - Midwest Veterinary Supply, INC	01-bandages-6/17/21		07/23/2021	16.85
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-6/21/21		07/23/2021	170.80
4633 - Midwest Veterinary Supply, INC	01-diagnostic supplies, antibiotics, saline, bandages-6/14/21		07/23/2021	432.56



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

4633 - Midwest Veterinary Supply, INC	01-fungal medication, pain meds-6/21/21	07/23/2021	271.80
6530 - Office Depot, INC	01-measuring cups	07/23/2021	21.56
4137 - Patterson Veterinary Supply, INC	01-ID bands-6/29/21	07/23/2021	24.36
4137 - Patterson Veterinary Supply, INC	01-ID bands-6/29/21	07/23/2021	41.20
4137 - Patterson Veterinary Supply, INC	01-ID bands-6/29/21	07/23/2021	36.69
4666 - Zoetis, INC	01-antinausea-Cerenia	07/23/2021	257.86
4666 - Zoetis, INC	01-feline vaccines-Felocell 3 RCP 25	07/23/2021	528.00
4574 - John Deere Financial (Rural King)	01-bedding	07/23/2021	249.50
Account 52210 - Institutional Supplies Totals		Invoice 16	<u>\$4,140.14</u>
Account 52340 - Other Repairs and Maintenance		Transactions	
313 - Fastenal Company	01-bleach-6/25/21	07/23/2021	11.43
313 - Fastenal Company	01-trash liners-7/7/21	07/23/2021	110.08
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	<u>\$121.51</u>
Account 52420 - Other Supplies		Transactions	
5819 - Synchrony Bank	06-Batteries AA for stock (28 count)	07/23/2021	12.03
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$12.03</u>
Account 53130 - Medical		Transactions	
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-6/17/21	07/23/2021	529.66
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-6/21-7/1/21	07/23/2021	3,631.00
Account 53130 - Medical Totals		Invoice 2	<u>\$4,160.66</u>
Account 53310 - Printing		Transactions	



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

3892 - Midwest Color Printing, INC	01-V. Minder-250 business cards	07/23/2021	43.33
3892 - Midwest Color Printing, INC	01-E. Herr & N. Steury-250 business cards	07/23/2021	81.66
	Account 53310 - Printing Totals	Invoice 2	<u>\$124.99</u>
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-June 2021	07/14/2021	484.99
	Account 53530 - Water and Sewer Totals	Invoice 1	<u>\$484.99</u>
		Transactions	
Account 53540 - Natural Gas			
222 - Vectren	01-ACC-gas bill 6/2-7/2/21	07/14/2021	215.58
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2021 management fee	07/23/2021	323.73
	Account 53540 - Natural Gas Totals	Invoice 2	<u>\$539.31</u>
		Transactions	
Account 53640 - Hardware and Software Maintenance			
3560 - First Financial Bank / Credit Cards	01-Pro Annual PicMonkey subscription-6/24/21-6/24/22	07/23/2021	120.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<u>\$120.00</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
5817 - Virgil E Sauder	01-Association for Animal Welfare Advancement Dues	07/23/2021	250.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$250.00</u>
		Transactions	
Account 53990 - Other Services and Charges			
912 - Central Security Systems, INC	01-Fire Alarm-Comm Lease/Monitoring-8/1-10/31/21	07/23/2021	264.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$264.00</u>
		Transactions	
	Program 010000 - Main Totals	Invoice 33	<u>\$10,432.63</u>
		Transactions	
Program 010001 - Donations Over \$5K			



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-HTW treatments-6/24-6/28/21		07/23/2021	308.78
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-6/17/21		07/23/2021	458.03
6788 - Brian Thunberg (Mobile Animal Surgical Care, Co)	01-orthopedic surgeries-7/1/21		07/23/2021	2,761.20
Account 53130 - Medical Totals			Invoice 3	\$3,528.01
			Transactions	
Program 010001 - Donations Over \$5K Totals			Invoice 3	\$3,528.01
			Transactions	
Department 01 - Animal Shelter Totals			Invoice 36	\$13,960.64
			Transactions	

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street, Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-Roundhill/Deepwell/Rocky C-989.88 tons-6/14-6/17/21	BC 2020-78	07/23/2021	36,588.18
Account 52330 - Street, Alley, and Sewer Material Totals			Invoice 1	\$36,588.18
			Transactions	

Account 52420 - Other Supplies

651 - Engraving & Stamp Center, INC	Notary Stamp- Melissa Hirtzel		07/23/2021	30.95
Account 52420 - Other Supplies Totals			Invoice 1	\$30.95
			Transactions	

Account 53210 - Telephone

1079 - AT&T	02-Radio circuits-phone charges 5/29-6/28/21		07/07/2021	181.19
Account 53210 - Telephone Totals			Invoice 1	\$181.19
			Transactions	
Program 020000 - Main Totals			Invoice 3	\$36,800.32
			Transactions	
Department 02 - Public Works Totals			Invoice 3	\$36,800.32
			Transactions	

Department 03 - City Clerk



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

Program 030000 - Main

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	03-Leadership conference	07/23/2021	225.00
	Account 53160 - Instruction Totals	Invoice 1	\$225.00
		Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

259 - Indiana Association Of Cities & Towns (AIM)	03-Clerk Webinar Registration Fee	07/23/2021	50.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$50.00
		Transactions	

Account 53310 - Printing

20152 - Municipal Code Corporation	03-Supplement 39, Update 2 to the Code of Ordinances	07/23/2021	133.00
	Account 53310 - Printing Totals	Invoice 1	\$133.00
		Transactions	

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-Publication Res 21-20 Public Notice	07/23/2021	168.89
	Account 53320 - Advertising Totals	Invoice 1	\$168.89
		Transactions	

Program **030000 - Main** Totals Invoice 4 \$576.89

Department **03 - City Clerk** Totals Invoice 4 \$576.89

Transactions

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	04-Domain & Email Monthly Subscription - Online Farmers' Market	07/23/2021	6.99
3560 - First Financial Bank / Credit Cards	04- Project Management Platform Licenses for Team	07/23/2021	12.50
3560 - First Financial Bank / Credit Cards	04- Project Management Platform Licenses for Team	07/23/2021	119.99



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

3560 - First Financial Bank / Credit Cards	04- Project Management Platform Licenses for Team	07/23/2021	645.97
3560 - First Financial Bank / Credit Cards	04- Project Management Platform Licenses for Team	07/23/2021	124.59
	Account 53910 - Dues and Subscriptions Totals	Invoice 5	<u>\$910.04</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 5	<u>\$910.04</u>
		Transactions	
Program 04RCVR - Recover Foward			
Account 53960 - Grants			
208 - City Of Bloomington Utilities	04-Waldron-122 S. Walnut-water/sewer bill June 2021	07/14/2021	47.49
223 - Duke Energy	04-Waldron-120 S. Walnut-elec. chgs 6/2-7/1/21	07/14/2021	876.54
222 - Vectren	04-Waldron-120 S. Walnut-gas bill 6/1-7/1/21	07/14/2021	46.00
1481 - Ivy Tech Community College	04: Recover Forward Life Sciences Job Support Grant	07/23/2021	50,000.00
421 - Centerstone Of Indiana, INC	04 - Cooperation Services Agreement with Centerstone	BC 2020-80 07/23/2021	12,508.45
	Account 53960 - Grants Totals	Invoice 5	<u>\$63,478.48</u>
		Transactions	
	Program 04RCVR - Recover Foward Totals	Invoice 5	<u>\$63,478.48</u>
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 10	<u>\$64,388.52</u>
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
371 - Pitney Bowes, INC	06-Mail machines supplies-ink, tape strips, E-Z seal	07/23/2021	403.26
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$403.26</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	06-IN CPA Society Membership Dues - Underwood	07/23/2021	445.00



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$445.00
		Transactions	
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06-Professional services for Financial Planning	07/23/2021	3,551.25
5648 - Reedy Financial Group, PC	06-Professional services: Annexation Consulting, Administrative	07/23/2021	12,102.45
5648 - Reedy Financial Group, PC	06-Professional Services: Special Project/Administrative	07/23/2021	18,779.40
5444 - Tyler Technologies, INC	06-Energov Community Development Software	07/23/2021	5,206.25
	Account 53990 - Other Services and Charges Totals	Invoice 4	\$39,639.35
		Transactions	
	Program 060000 - Main Totals	Invoice 6	\$40,487.61
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 6	\$40,487.61
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	07-Engineering iPad/Square stand - new printer	07/23/2021	215.96
	Account 52420 - Other Supplies Totals	Invoice 1	\$215.96
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	07-doxpop mo. subscription 6/13/21 (Eng)_public records access	07/23/2021	15.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$15.00
		Transactions	
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	07-PC-Mo Co Rec- Recording & surveyor fees-17th & Dunn-6/22/21	07/23/2021	25.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$25.00
		Transactions	
	Program 070000 - Main Totals	Invoice 3	\$255.96
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

		Department 07 - Engineering Totals	Invoice 3	\$255.96
			Transactions	
Department 09 - CFRD				
Program 090000 - Main				
Account 53640 - Hardware and Software Maintenance				
5720 - Galaxy Digital, LLC	09-CBVN-Get Connected Software-annual sub-9/1/21-8/31/22-		07/23/2021	2,900.00
6090 - Smartsheet, INC	09-Annual subscription renewal--6/30/21-6/29/22		07/23/2021	996.00
		Account 53640 - Hardware and Software Maintenance Totals	Invoice 2	\$3,896.00
			Transactions	
Account 53960 - Grants				
205 - City Of Bloomington	09-CFRD Sponsorship of 2021 Be More Awards		07/23/2021	1,000.00
		Account 53960 - Grants Totals	Invoice 1	\$1,000.00
			Transactions	
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	09-Renderforest via Paddle.com-video editing software for videos		07/23/2021	128.27
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$128.27
			Transactions	
		Program 090000 - Main Totals	Invoice 4	\$5,024.27
			Transactions	
		Department 09 - CFRD Totals	Invoice 4	\$5,024.27
			Transactions	
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	10-binders, legal index tabs		07/23/2021	27.81
		Account 52110 - Office Supplies Totals	Invoice 1	\$27.81
			Transactions	
Account 53120 - Special Legal Services				



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3560 - First Financial Bank / Credit Cards	10-Doxpop access-6/3-9/2/21	07/23/2021	149.85
3560 - First Financial Bank / Credit Cards	10-INbiz BMFC annual entity filing	07/23/2021	22.00
Account 53120 - Special Legal Services Totals		Invoice 2	<u>\$171.85</u>
		Transactions	
Account 53220 - Postage			
3560 - First Financial Bank / Credit Cards	10-priority mail-6/18/21	07/23/2021	10.75
3560 - First Financial Bank / Credit Cards	10-Express 2-Day-6/25/21	07/23/2021	26.35
Account 53220 - Postage Totals		Invoice 2	<u>\$37.10</u>
		Transactions	
Program 100000 - Main Totals		Invoice 5	<u>\$236.76</u>
		Transactions	
Department 10 - Legal Totals		Invoice 5	<u>\$236.76</u>
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	11-Sweetwater PA system, mic, cables, adapter	07/23/2021	2,260.12
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$2,260.12</u>
		Transactions	
Account 53310 - Printing			
3560 - First Financial Bank / Credit Cards	11-yard signs for 1000 Households Who Mulch	07/23/2021	2,392.99
3892 - Midwest Color Printing, INC	11-business cards for Don Griffin	07/23/2021	43.33
Account 53310 - Printing Totals		Invoice 2	<u>\$2,436.32</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	11-CASTR subscription for streaming	07/23/2021	39.99
Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$39.99</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

Account 53990 - Other Services and Charges

651 - Engraving & Stamp Center, INC	11-nameplate for Don Griffin	07/23/2021	16.60
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/7	07/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/11	07/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/14	07/23/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/18	07/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/21	07/23/2021	6.25
3560 - First Financial Bank / Credit Cards	11-framing of proclamation for IU Provost Robel	07/23/2021	146.39
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/24	07/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11-framing of proclamation for IU President McRobbie	07/23/2021	146.39
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 6/28	07/23/2021	5.00

Account 53990 - Other Services and Charges Totals	Invoice 10	\$344.38
	Transactions	
Program 110000 - Main Totals	Invoice 14	\$5,080.81
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 14	\$5,080.81
	Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	12-sharpie, tape, post-its, trash bags \$38.24	07/23/2021	38.24
	Account 52110 - Office Supplies Totals	Invoice 1	\$38.24
		Transactions	

Account 53220 - Postage

5596 - Emily Fields	12-Postage reimbursement \$35.70	07/23/2021	.55
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Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

5596 - Emily Fields	12-Postage reimbursement \$35.70	07/23/2021	3.60
5596 - Emily Fields	12-Postage reimbursement \$35.70	07/23/2021	7.00
5596 - Emily Fields	12-Postage reimbursement \$35.70	07/23/2021	1.50
5596 - Emily Fields	12-Postage reimbursement \$35.70	07/23/2021	7.00
5596 - Emily Fields	12-Postage reimbursement \$35.70	07/23/2021	16.05
Account 53220 - Postage Totals		Invoice 6 Transactions	\$35.70
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12-Job Ad \$544.42	07/23/2021	544.42
Account 53320 - Advertising Totals		Invoice 1 Transactions	\$544.42
Program 120000 - Main Totals		Invoice 8 Transactions	\$618.36
Department 12 - Human Resources Totals		Invoice 8 Transactions	\$618.36
Department 13 - Planning			
Program 130000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	13-APA-Colorado 2021 Conf. Registration (Scott Robinson)	07/23/2021	392.31
204 - State Of Indiana	13-ArcGIS Pro Introduction - virtual training (Keegan Gulick)	07/23/2021	365.00
Account 53160 - Instruction Totals		Invoice 2 Transactions	\$757.31
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	13-APA job post - Zoning Planner & GIS Analyst position	07/23/2021	50.00
3560 - First Financial Bank / Credit Cards	13-APA job post - Zoning Planner & GIS Analyst position	07/23/2021	195.00
Account 53320 - Advertising Totals		Invoice 2 Transactions	\$245.00



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Invoice Date Range 07/07/21 - 07/23/21

Program 130000 - Main Totals	Invoice 4	\$1,002.31
	Transactions	
Department 13 - Planning Totals	Invoice 4	\$1,002.31
	Transactions	

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

4574 - John Deere Financial (Rural King)	02-dustpan, broom, broom handle, oil, supplies	07/23/2021	102.90
409 - Black Lumber Co. INC	19-Quikrete for City Hall, Inv# 476635	07/23/2021	25.00
409 - Black Lumber Co. INC	19- Return of Quikrete Pallet	07/23/2021	(25.00)
409 - Black Lumber Co. INC	19-2 Concrete bits at City Hall	07/23/2021	17.98
409 - Black Lumber Co. INC	19-Batteries, 18v inflatr tool, 5" vented sanding disc	07/23/2021	291.95
394 - Kleindorfer Hardware & Variety	19- Pruning Saw for City Hall, Inv# 682937	07/23/2021	9.99
394 - Kleindorfer Hardware & Variety	19- 3 ext wood handles & 3 plastic Pails for City Hall	07/23/2021	14.34
394 - Kleindorfer Hardware & Variety	19-Screws, bolts, 6" supply line, ext cord for City Hall	07/23/2021	38.58
394 - Kleindorfer Hardware & Variety	19 - striping cart and Paint for City Hall	07/23/2021	158.98

Account 52310 - Building Materials and Supplies Totals	Invoice 9	\$634.72
	Transactions	

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-June 2021	07/14/2021	15.48
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill -June 2021	07/14/2021	844.49

Account 53530 - Water and Sewer Totals	Invoice 2	\$859.97
	Transactions	

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	19- Quarterly Maintenance for City Hall for July 2021	BC 2020-75	07/23/2021	1,968.00
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Invoice Date Range 07/07/21 - 07/23/21

7402 - Nature's Way, INC	19- Plant Maintenance, Inv# 53314	BC 2021-43	07/23/2021	353.43
6688 - SSW Enterprises, LLC (Office Pride)	19-Contract for Cleaning Services for Fleet for June	BC 2020-102	07/23/2021	1,091.20
6688 - SSW Enterprises, LLC (Office Pride)	19-Contract for Cleaning Services for Animal for June 2021	BC 2020-102	07/23/2021	1,177.22
6688 - SSW Enterprises, LLC (Office Pride)	19-Contract for Cleaning Services for Street for June 2021	BC 2020-102	07/23/2021	1,674.42
6688 - SSW Enterprises, LLC (Office Pride)	19-Contract for Cleaning Services for City Hall for June 2021	BC 2020-102	07/23/2021	13,113.66
6688 - SSW Enterprises, LLC (Office Pride)	19-Contract for Cleaning Services for Sanitation for June 2021	BC 2020-102	07/23/2021	852.66
	Account 53610 - Building Repairs Totals		Invoice 7 Transactions	<u>\$20,230.59</u>
Account 53990 - Other Services and Charges				
7211 - Crisis Cleaning, INC	19-Clean-up costs Encampment City Owned Parcel, Inv# 4020		07/23/2021	3,164.86
651 - Engraving & Stamp Center, INC	19- Magnetic Name Plate for Employee, INV# 37457		07/23/2021	25.63
	Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	<u>\$3,190.49</u>
	Program 190000 - Main Totals		Invoice 20 Transactions	<u>\$24,915.77</u>
	Department 19 - Facilities Maintenance Totals		Invoice 20 Transactions	<u>\$24,915.77</u>
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28-GIS white plotter paper - 8 rolls		07/23/2021	632.80
5819 - Synchrony Bank	28 - Multi-angle tablet stand		07/23/2021	16.98
	Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<u>\$649.78</u>
Account 53160 - Instruction				
259 - Indiana Association Of Cities & Towns (AIM)	28-Virtual Meetings workshop- Dietz, King, Green, Freeman		07/23/2021	200.00



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		Account 53160 - Instruction Totals	Invoice 1	\$200.00
			Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5534 - Presidio Holdings, INC	28-Trouble shoot TLRC parking lot cameras		07/23/2021	337.50
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$337.50
			Transactions	
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-CH/off site fac-copier maint-5/17-6/16/21-ITS		07/23/2021	1,523.60
		Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$1,523.60
			Transactions	
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28-BlueSky Enterprise Zoom timer subscription		07/23/2021	69.95
3560 - First Financial Bank / Credit Cards	28-Google domain reg.-bloomingtontechpark.com-1 year		07/23/2021	12.00
3560 - First Financial Bank / Credit Cards	28-Level Four Annual Membership for ITS		07/23/2021	500.00
3560 - First Financial Bank / Credit Cards	28 - Google API June 1-30, 2021		07/23/2021	138.53
3560 - First Financial Bank / Credit Cards	28-Submittable Basic Monthly Subscription 6/27-7/27/21		07/23/2021	119.00
3560 - First Financial Bank / Credit Cards	28-Site 24x7 monthly subscription 6/27-7/26/2021		07/23/2021	39.00
3560 - First Financial Bank / Credit Cards	28-Zoom 500 participants-webinar-500GB cloud 5/20-6/19/21		07/23/2021	430.00
53442 - Paragon Micro, INC	28-ESET Security Win File Server 50-99 - 6/25/21-6/25/22		07/23/2021	497.50
		Account 53910 - Dues and Subscriptions Totals	Invoice 8	\$1,805.98
			Transactions	
Account 54420 - Purchase of Equipment				
6222 - Apple, INC	28-Magic keyboard-Ellen Campbell-CARES		07/23/2021	149.00
53442 - Paragon Micro, INC	28 - 32 inch monitor for Walid Sib0 - CARES		07/23/2021	491.99
53442 - Paragon Micro, INC	28-32 inch monitor, case, and dock-Ellen Campbell-CARES		07/23/2021	713.97



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5819 - Synchrony Bank
 5819 - Synchrony Bank
 5819 - Synchrony Bank
 5819 - Synchrony Bank

28 - USB 4-port hub for Amir Farshchi's remote work	07/23/2021	13.99
28-Apple USB power adapter & screen protectors-Amir Farshchi	07/23/2021	23.33
28 - Logitech Bluetooth Headset w/ mic - L. Teague - CARES	07/23/2021	69.99
28-Otterbox phone case-Amir Farshchi	07/23/2021	35.96

Account 54420 - Purchase of Equipment Totals	Invoice 7	<u>\$1,498.23</u>
Program 280000 - Main Totals	Transactions Invoice 20	<u>\$6,015.09</u>
Department 28 - ITS Totals	Transactions Invoice 20	<u>\$6,015.09</u>
Fund 101 - General Fund (S0101) Totals	Transactions Invoice 137	<u>\$199,363.31</u>
	Transactions	

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

Department **05 - Common Council**

Program **05RCVR - Recover Forward**

Account **53960 - Grants**

7014 - Society of St. Vincent De Paul, Archdiocesan

15-JH Recover Forward Grant-utility assistance-4/12-5/16/21	07/23/2021	2,957.31
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Account 53960 - Grants Totals	Invoice 1	<u>\$2,957.31</u>
Program 05RCVR - Recover Forward Totals	Transactions Invoice 1	<u>\$2,957.31</u>
Department 05 - Common Council Totals	Transactions Invoice 1	<u>\$2,957.31</u>
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Transactions Invoice 1	<u>\$2,957.31</u>
	Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**



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7809 - Jeffrey Carson	09-Juneteenth food vendor-6.19.2021	07/23/2021	1,300.00
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$1,300.00</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Jotform-6/18-7/18/21	07/23/2021	19.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$19.00</u>
		Transactions	
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 2	<u>\$1,319.00</u>
		Transactions	
Program 090018 - CBVN			
Account 53640 - Hardware and Software Maintenance			
5720 - Galaxy Digital, LLC	09-CBVN-Get Connected Software-annual sub-9/1/21-8/31/22-	07/23/2021	700.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<u>\$700.00</u>
		Transactions	
	Program 090018 - CBVN Totals	Invoice 1	<u>\$700.00</u>
		Transactions	
Program G20012 - 2020 Humanities			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	09-Gather around the Table--CCA Book- About Us	07/23/2021	491.60
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$491.60</u>
		Transactions	
	Program G20012 - 2020 Humanities Totals	Invoice 1	<u>\$491.60</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 4	<u>\$2,510.60</u>
		Transactions	
	Fund 312 - Community Services Totals	Invoice 4	<u>\$2,510.60</u>
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			



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Account 53640 - Hardware and Software Maintenance

13482 - Northern Lights Locating & Inspection, INC	25-line location service-June 2021/ticket locates over allowance	07/23/2021	7,542.00
13482 - Northern Lights Locating & Inspection, INC	25-Emergency call out after hours	07/23/2021	275.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions <u>\$7,817.00</u>
Program 254000 - Infrastructure Totals			Invoice 2 Transactions <u>\$7,817.00</u>

Program 256000 - Services

Account 53150 - Communications Contract

4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-7/21-8/20/21	07/14/2021	149.05
Account 53150 - Communications Contract Totals			Invoice 1 Transactions <u>\$149.05</u>

Account 53980 - Community Access TV/Radio

64 - Monroe County Public Library	28-CATS-July thru September 2021	BC 2021-14	07/23/2021	112,823.50
Account 53980 - Community Access TV/Radio Totals			Invoice 1 Transactions <u>\$112,823.50</u>	
Program 256000 - Services Totals			Invoice 2 Transactions <u>\$112,972.55</u>	
Department 25 - Telecommunications Totals			Invoice 4 Transactions <u>\$120,789.55</u>	
Fund 401 - Non-Reverting Telecom (S1146) Totals			Invoice 4 Transactions <u>\$120,789.55</u>	

Fund 450 - Local Road and Street(S0706)

Department 20 - Street

Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 5/27-6/28/21	BC 2019-99	07/07/2021	10.85
223 - Duke Energy	02-W. 17th St Reconstruction Proj.-5/28-6/29/21	BC 2019-15	07/14/2021	96.95



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223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 6/1-6/30/21	07/14/2021	43.87
223 - Duke Energy	02-1604 W. 17th Street-shield installation	07/23/2021	288.76
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 6/3-7/2/21	BC 2019-74 07/23/2021	16.28
223 - Duke Energy	02-100 S. Adams-Signal-elec. chgs 5/25-6/24/21	07/23/2021	47.28

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 6	\$503.99
	Transactions	
Program 200000 - Main Totals	Invoice 6	\$503.99
	Transactions	
Department 20 - Street Totals	Invoice 6	\$503.99
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 6	\$503.99
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52420 - Other Supplies

7225 - Arctic Glacier USA, INC	20-ice for crews-126-7# bags-6/29/21	07/23/2021	233.02
50972 - CDW, LLC	20-Otterbox Defenders for I pads (2)	07/23/2021	148.00
394 - Kleindorfer Hardware & Variety	20-pump sprayer, poison ivy killer	07/23/2021	52.48
394 - Kleindorfer Hardware & Variety	20-Paint truck-hitch pin, tubing	07/23/2021	35.49
394 - Kleindorfer Hardware & Variety	20-paving-4 boxes of towels	07/23/2021	47.96

Account 52420 - Other Supplies Totals	Invoice 5	\$516.95
	Transactions	

Account 53160 - Instruction

2871 - International Municipal Signal Association (IMSA)	20-Signal Tech Training (Danny Bitner)	07/23/2021	660.00
2871 - International Municipal Signal Association (IMSA)	20-Signal Tech Training (Freddie Love)	07/23/2021	660.00



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	Account 53160 - Instruction Totals	Invoice 2 Transactions	\$1,320.00
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-August 2021	07/23/2021	87.26
	Account 53250 - Pagers Totals	Invoice 1 Transactions	\$87.26
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-June 2021	07/14/2021	236.43
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-June 2021	07/14/2021	41.84
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-June 2021	07/14/2021	35.28
	Account 53530 - Water and Sewer Totals	Invoice 3 Transactions	\$313.55
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2021 management fee	07/23/2021	54.89
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$54.89
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Annual Fire Extinguisher Inspection @ Street, Inv# 5412378	BC 2019-126 07/23/2021	93.85
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$93.85
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-6/30/21	07/23/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/30/21	BC 2009-52 07/23/2021	36.65
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2 Transactions	\$70.93
	Program 200000 - Main Totals	Invoice 15 Transactions	\$2,457.43
	Department 20 - Street Totals	Invoice 15 Transactions	\$2,457.43



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Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 15	\$2,457.43
Fund 452 - Parking Facilities(S9502)		Transactions	
Department 26 - Parking			
Program 260000 - Main			
Account 43160 - Lot/Garage Leases - Annual			
Maraiana Lamoutte	26-refund June & July 2021 garage permit parking	07/23/2021	208.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 1	\$208.00
		Transactions	
Account 53510 - Electrical Services			
223 - Duke Energy	26-105 W. 4th St Garage-elec. chgs 4/30-5/27/21-1st bill	07/23/2021	44.37
223 - Duke Energy	26-105 W. 4th St Garage-elec. chgs 5/27-6/28/21	07/23/2021	308.13
Account 53510 - Electrical Services Totals		Invoice 2	\$352.50
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-June 2021	07/14/2021	47.56
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill-June 2021-1st bill	07/23/2021	4.14
Account 53530 - Water and Sewer Totals		Invoice 2	\$51.70
		Transactions	
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	26- Quarterly Monitoring and Alarm @ Trades Garage, inv# 5411701	07/23/2021	150.00
392 - Koorsen Fire & Security, INC	26- Fire Alarm Repair @ Trades Garage, Inv# 5444284	07/23/2021	590.50
Account 53610 - Building Repairs Totals		Invoice 2	\$740.50
		Transactions	
Account 53630 - Machinery and Equipment Repairs			
3397 - Evens Time, INC	26-Walnut Street Gate Repair, Inv# 6605	BC 2020-11 07/23/2021	1,040.66



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Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1	\$1,040.66
		Transactions	
Account 53840 - Lease Payments			
512 - 7th & Walnut , LLC	26-Walnut St Garage- August 2021 garage rent	07/23/2021	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-August 2021 garage rent	07/23/2021	38,035.85
Account 53840 - Lease Payments Totals		Invoice 2	\$55,860.64
		Transactions	
Program 260000 - Main Totals		Invoice 10	\$58,254.00
		Transactions	
Department 26 - Parking Totals		Invoice 10	\$58,254.00
		Transactions	
Fund 452 - Parking Facilities(S9502) Totals		Invoice 10	\$58,254.00
		Transactions	
Fund 454 - Alternative Transport(S6301)			
Department 02 - Public Works			
Program 020000 - Main			
Account 43170.0010 - Residential Neighborhood Permits Zone # 10			
Wendy Spacek	26-refund fee for No Pkg signs-signs were torn down-couldn't use	07/23/2021	30.00
Account 43170.0010 - Residential Neighborhood Permits Zone # 10 Totals		Invoice 1	\$30.00
		Transactions	
Program 020000 - Main Totals		Invoice 1	\$30.00
		Transactions	
Department 02 - Public Works Totals		Invoice 1	\$30.00
		Transactions	
Department 05 - Common Council			
Program 050000 - Main			
Account 54310 - Improvements Other Than Building			
18844 - First Financial Bank, N.A.	05-Maxwell ST SW-BC-2020-92-CN-2/3-6/25/21-App 1	07/23/2021	937.50
6754 - John M Simpson (Monroe LLC)	05-Maxwell ST SW-BC-2020-92-CN-2/3-6/25/21-App 1	BC 2020-92 07/23/2021	17,812.50



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Account 54310 - Improvements Other Than Building Totals	Invoice 2	\$18,750.00
	Transactions	
Program 050000 - Main Totals	Invoice 2	\$18,750.00
	Transactions	
Department 05 - Common Council Totals	Invoice 2	\$18,750.00
	Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 6/11/21	BC 2020-106	07/23/2021	5,981.10
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Account 53110 - Engineering and Architectural Totals	Invoice 1	\$5,981.10
	Transactions	

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC	07-Allen Street Traffic Calming-5/7-6/28/21-App #2	BC 2020-90	07/23/2021	2,310.50
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Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$2,310.50
	Transactions	
Program 130000 - Main Totals	Invoice 2	\$8,291.60
	Transactions	
Department 13 - Planning Totals	Invoice 2	\$8,291.60
	Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

1838 - Verizon Wireless	26-cell phone charges-5/24-6/23/21		07/07/2021	155.32
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Account 53210 - Telephone Totals	Invoice 1	\$155.32
	Transactions	

Program 260000 - Main Totals	Invoice 1	\$155.32
	Transactions	

Department 26 - Parking Totals	Invoice 1	\$155.32
	Transactions	

Fund 454 - Alternative Transport(S6301) Totals	Invoice 6	\$27,226.92
	Transactions	



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Fund 455 - Parking Meter Fund(S2141)

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

1838 - Verizon Wireless	26-cell phone charges-5/24-6/23/21		07/07/2021	621.33
	Account 53210 - Telephone Totals		Invoice 1	<u>\$621.33</u>
			Transactions	
	Program 260000 - Main Totals		Invoice 1	<u>\$621.33</u>
			Transactions	
	Department 26 - Parking Totals		Invoice 1	<u>\$621.33</u>
			Transactions	
	Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 1	<u>\$621.33</u>
			Transactions	

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

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

19278 - Milestone Contractors, LP	20-surface-Roundhill/Deepwell/Rocky C-989.88 tons-6/14-6/17/21	BC 2020-78	07/23/2021	9,744.77
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	<u>\$9,744.77</u>
			Transactions	

Account **52340 - Other Repairs and Maintenance**

4186 - Carrier & Gable, INC	20-Bike Puck Detector for 17th & Woodlawn		07/23/2021	939.00
	Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>\$939.00</u>
			Transactions	

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	20-Paving-tape measure, shovels		07/23/2021	61.97
	Account 52420 - Other Supplies Totals		Invoice 1	<u>\$61.97</u>
			Transactions	



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Program 200000 - Main Totals	Invoice 3	\$10,745.74
	Transactions	
Department 20 - Street Totals	Invoice 3	\$10,745.74
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 3	\$10,745.74
	Transactions	

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

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

334 - Irving Materials, INC	20-684 E. Heather-Class A Stone-2.25 cy-6/23/21	BC 2021-36	07/23/2021	338.50
				<hr/>
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	\$338.50
			Transactions	
			Program 020000 - Main Totals	\$338.50
			Transactions	
			Department 02 - Public Works Totals	\$338.50
			Transactions	
			Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	\$338.50
			Transactions	

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-Tack Oil for paving-417.60 tons-6/15/21	BC 2020-78	07/23/2021	1,252.80
19278 - Milestone Contractors, LP	20-surface-Roundhill/Deepwell/Rocky C-989.88 tons-6/14-6/17/21	BC 2020-78	07/23/2021	637.46
				<hr/>
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 2	\$1,890.26
			Transactions	

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-5/1-5/31/21		07/23/2021	619.54
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Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$619.54
	Transactions	
Program 020000 - Main Totals	Invoice 3	\$2,509.80
	Transactions	
Department 02 - Public Works Totals	Invoice 3	\$2,509.80
	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 5/31/21	BC 2020-104	07/23/2021	7,305.00
Account 53110 - Engineering and Architectural Totals	Invoice 1		\$7,305.00
	Transactions		
Program 130000 - Main Totals	Invoice 1		\$7,305.00
	Transactions		
Department 13 - Planning Totals	Invoice 1		\$7,305.00
	Transactions		
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 4		\$9,814.80
	Transactions		

Fund **610 - Vehicle Replacement Fund(S0012)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54410 - Lease Purchase**

6070 - 72 Hour LLC (National Auto Fleet Group)

26 - Chevrolet Bolt Electric Vehicle-Unit #264 07/23/2021 31,562.23

6070 - 72 Hour LLC (National Auto Fleet Group)

26 - Chevrolet Bolt Electric Vehicle-Unit #265 07/23/2021 31,562.23

244 - Bloomington Ford, INC

26-Ford SUV Police Interceptor with tow package for Parking 07/23/2021 35,450.25

Account 54410 - Lease Purchase Totals	Invoice 3	\$98,574.71
	Transactions	
Program 060000 - Main Totals	Invoice 3	\$98,574.71
	Transactions	
Department 06 - Controller's Office Totals	Invoice 3	\$98,574.71
	Transactions	



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Fund 610 - Vehicle Replacement Fund(S0012) Totals		Invoice 3 Transactions	\$98,574.71
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 43370 - Other Sales			
204 - State Of Indiana	18-May 2021 Sales Tax	07/16/2021	59.10
	Account 43370 - Other Sales Totals	Invoice 1 Transactions	\$59.10
Account 52420 - Other Supplies			
7225 - Arctic Glacier USA, INC	16-ice for employees-154 7# bags-7/1/21	07/23/2021	420.13
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$420.13
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitation Dept., Inv# BC 2020-84 41261	07/23/2021	125.00
	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$125.00
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radio Services for 2021-July 2021	07/23/2021	572.05
	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$572.05
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-June 2021	07/14/2021	197.29
	Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$197.29
Account 53540 - Natural Gas			
222 - Vectren	16-Sanitation-gas bill 6/2-7/2/21	07/14/2021	46.42



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2021 management fee		07/23/2021	8.64
	Account 53540 - Natural Gas Totals	Invoice 2		<u>\$55.06</u>
		Transactions		
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA Tear in Gasket, Repair it @ Sanitation	BC 2020-75	07/23/2021	232.00
	Account 53610 - Building Repairs Totals	Invoice 1		<u>\$232.00</u>
		Transactions		
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/30/21		07/23/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/30/21	BC 2009-52	07/23/2021	7.84
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2		<u>\$31.10</u>
		Transactions		
Account 53950 - Landfill				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-8 loads-June 2021		07/23/2021	176.00
	Account 53950 - Landfill Totals	Invoice 1		<u>\$176.00</u>
		Transactions		
	Program 160000 - Main Totals	Invoice 11		<u>\$1,867.73</u>
		Transactions		
	Department 16 - Sanitation Totals	Invoice 11		<u>\$1,867.73</u>
		Transactions		
	Fund 730 - Solid Waste (S6401) Totals	Invoice 11		<u>\$1,867.73</u>
		Transactions		
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	12-sharpie gel \$9.28		07/23/2021	9.28
	Account 52110 - Office Supplies Totals	Invoice 1		<u>\$9.28</u>
		Transactions		



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Knight (10.5M)-6/28/21	07/23/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Morris (11.5D)-5/21/21	07/23/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Bitner (10.5)-6/18/21	07/23/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Eagan (9EE)-7/1/21	07/23/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-H. Perry (9M)-7/2/21	07/23/2021	97.50
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Dooley-(9 EW)-6/15/21	07/23/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Wedemeyer (!3M)-6/17/21	07/23/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Elkins, Sr (11EE)-6/18/21	07/23/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-V. Sauder (10M)-6/25/21	07/23/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Pederson (10 1/2W)-6/28/21	07/23/2021	100.00
4291 - Monroe Optical, INC	10-safety shoes-T. Brown-6/24/21	07/23/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sanchez (11)-6/5/21	07/23/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Dodson (9)-6/1/21	07/23/2021	84.98
1448 - Shoe Carnival, INC	10-safety shoes-Smalley (12)-5/13/21	07/23/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Carroll (9.5)-5/15/21	07/23/2021	89.99
1448 - Shoe Carnival, INC	10-safety shoes-White (12)-5/25/21	07/23/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Lutes (10)-5/26/21	07/23/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Capps (11)-5/28/21	07/23/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Hardin (11)-5/28/21	07/23/2021	99.98

Account **52430 - Uniforms and Tools** Totals

Invoice 19 Transactions

\$1,872.39



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

Account 53130 - Medical

7562 - Brown, Tammy S	10- reimb for physical for CDL-1/25/21	07/23/2021	97.00
7430 - Timothy W Vaught	10- reimb for physical for CDL-6/14/21	07/23/2021	90.00
7813 - Jeffrey W Wolford	10- reimb for physical for CDL-7/2/21	07/23/2021	100.00

Account 53130 - Medical Totals	Invoice 3	\$287.00
	Transactions	

Account 53420 - Worker's Comp & Risk

7792 - ONB Benefit Administration LLC (JWF Specialty)	10-JWF-T. Koontz- BLOOM7549	07/16/2021	312.50
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Account 53420 - Worker's Comp & Risk Totals	Invoice 1	\$312.50
	Transactions	

Account 53990 - Other Services and Charges

204 - State Of Indiana	10- IN.gov-State of Indiana-Driver license req	07/23/2021	22.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$22.00
	Transactions	

Program 100000 - Main Totals	Invoice 25	\$2,503.17
	Transactions	

Department 10 - Legal Totals	Invoice 25	\$2,503.17
	Transactions	

Fund 800 - Risk Management(S0203) Totals	Invoice 25	\$2,503.17
	Transactions	

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company	12-June 2021 Cigna Dental & Vision Admin \$9,726.86	07/07/2021	2,046.00
3977 - Cigna Health & Life Insurance Company	12-July 2021 Cigna Dental/Vision Admin \$9,986.46	07/23/2021	2,112.00
199 - Monroe County Government	12-Implicit Bias Training	07/23/2021	1,500.00



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Invoice Date Range 07/07/21 - 07/23/21

Account 53990 - Other Services and Charges Totals		Invoice 3	\$5,658.00
		Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance			
3928 - Aim Medical Trust	12-July 2021 AIM Medical Trust Premiums	07/07/2021	980,064.12
	\$980,064.12		
3908 - CIGNA Healthcare	12-June 2021 Cigna Dental Funding	07/07/2021	27,568.75
	\$27,568.75		
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 2	\$1,007,632.87
		Transactions	
Program 120000 - Main Totals		Invoice 5	\$1,013,290.87
		Transactions	
Department 12 - Human Resources Totals		Invoice 5	\$1,013,290.87
		Transactions	
Fund 801 - Health Insurance Trust Totals		Invoice 5	\$1,013,290.87
		Transactions	
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52240 - Fuel and Oil			
349 - White River Cooperative, INC	17-fuel-PDX4 on Road B20-7,246 gallons-6/23/21	BC 2019-107A 07/23/2021	19,890.99
349 - White River Cooperative, INC	17-fuel-87 regular-8,437 gallons-6/23/21	BC 2019-107A 07/23/2021	23,566.23
349 - White River Cooperative, INC	17-fuel-PDX4 on Road B20-3,860 gallons-6/29/21	BC 2019-107A 07/23/2021	18,844.60
Account 52240 - Fuel and Oil Totals		Invoice 3	\$62,301.82
		Transactions	
Account 52320 - Motor Vehicle Repair			
244 - Bloomington Ford, INC	17-performed initial diagnostic/testing-def system fault light	07/23/2021	442.75
244 - Bloomington Ford, INC	17-misc Ford parts-handle-seat	07/23/2021	19.11
244 - Bloomington Ford, INC	17-misc Ford parts-lamp & bulb asy	07/23/2021	135.54
244 - Bloomington Ford, INC	17-misc. Ford parts-lamp asy-rear	07/23/2021	250.99



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Invoice Date Range 07/07/21 - 07/23/21

5481 - Bright Equipment, INC (BobCat of Indy)	17 - #888 coupler, back plate and feed brg	07/23/2021	386.71
941 - Central Indiana Truck Equipment Corporation	17-misc parts-tag light LED	07/23/2021	24.35
4044 - Industrial Hydraulics, INC	17-repair/return hydraulic cylinder	07/23/2021	470.50
4044 - Industrial Hydraulics, INC	17-repair/return hydraulic cylinder	07/23/2021	478.93
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-27F	07/23/2021	105.75
4439 - JX Enterprises, INC	17 - credit for returned parts and cores-inv. #27189938P	07/23/2021	(52.94)
4439 - JX Enterprises, INC	17-Peterbilt parts-dosing valve-def	07/23/2021	350.70
4439 - JX Enterprises, INC	17-Peterbilt parts-nitrogen oxide sensor, core	07/23/2021	526.82
4474 - Ken's Westside Service & Towing, LLC	17 - #487 engine replacement	07/23/2021	6,866.22
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock- mirrors (3)	07/23/2021	56.58
2974 - MacAllister Machinery Co, INC	17-CAT parts-seal, cap as	07/23/2021	34.05
2974 - MacAllister Machinery Co, INC	17-CAT parts-pins, retainer as	07/23/2021	121.60
2974 - MacAllister Machinery Co, INC	17-CAT parts-oil tube asy	07/23/2021	122.88
2974 - MacAllister Machinery Co, INC	17-CAT parts-elements	07/23/2021	126.58
2974 - MacAllister Machinery Co, INC	17-CAT parts-sensors, o-ring seals	07/23/2021	265.40
2974 - MacAllister Machinery Co, INC	17 - core credit	07/23/2021	(807.18)
2974 - MacAllister Machinery Co, INC	17-CAT parts-track GP	07/23/2021	4,871.77
2974 - MacAllister Machinery Co, INC	17-CAT parts-switch asy, kit-lining	07/23/2021	101.62
7308 - MacQueen Equipment, LLC	17 - steering assist cylinder	07/23/2021	671.48
786 - Richard's Small Engine, INC	17 - air cleaner	07/23/2021	229.76
6216 - Terminal Supply, INC	17-misc parts-12/3 100 foot extension	07/23/2021	199.97



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6216 - Terminal Supply, INC	17-Parts-mini lightbars w/CL (10)	07/23/2021	1,210.00
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Freightliner parts-tube, connector, joints	07/23/2021	68.64
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-freightliner parts-Turbo S60 EPA98 12L WG, gaskets	07/23/2021	1,292.77
4398 - TruckPro Holding Corporation	17-misc. parts-MV32 serv rpl	07/23/2021	214.98
2096 - West Side Tractor Sales CO.	17-JD parts-relays (2)	07/23/2021	27.44
2096 - West Side Tractor Sales CO.	17-JD parts-V-belt inc. freight charges	07/23/2021	69.30
Account 52320 - Motor Vehicle Repair Totals		Invoice 31 Transactions	<u>\$18,883.07</u>
Account 52420 - Other Supplies			
8181 - Lawson Products, INC	17-autofuse, brass fittings, screws, washers	07/23/2021	217.73
355 - South Central GWB Company, INC	17 - parts for the wash bay	07/23/2021	66.96
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<u>\$284.69</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-June 2021	07/14/2021	409.89
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	<u>\$409.89</u>
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2021 management fee	07/23/2021	59.74
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	<u>\$59.74</u>
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	17-June Fire Extinguisher Inspection at Fleet, Inv# 5443802	07/23/2021	419.00
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<u>\$419.00</u>
Account 53620 - Motor Repairs			



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

4474 - Ken's Westside Service & Towing, LLC	17-Unit #847-tow/hook fee-6/29/21		07/23/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - #487 engine replacement		07/23/2021	2,392.00
6476 - Samuel D Wray (Wray Automotive)	17-Alignment-Unit #858-6/23/21		07/23/2021	50.00
Account 53620 - Motor Repairs Totals			Invoice 3 Transactions	\$2,492.00
Account 53640 - Hardware and Software Maintenance				
53954 - Ron Turley Associates, INC	17-annual maintenance agreement-9/1/21-8/31/22		07/23/2021	10,730.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice 1 Transactions	\$10,730.00
Account 53650 - Other Repairs				
3286 - Peacetree, INC (PEI Maintenance)	17-Adams St-replaced broken vapor recovery adapter		07/23/2021	225.41
Account 53650 - Other Repairs Totals			Invoice 1 Transactions	\$225.41
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-6/23/21		07/23/2021	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/23/21	BC 2009-52	07/23/2021	18.04
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-6/30/21		07/23/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/30/21	BC 2009-52	07/23/2021	18.04
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 4 Transactions	\$183.00
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17-title fees-6/7/2021		07/23/2021	45.00
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	\$45.00
Program 170000 - Main Totals			Invoice 49 Transactions	\$96,033.62
Department 17 - Fleet Maintenance Totals			Invoice 49 Transactions	\$96,033.62



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Fund 802 - Fleet Maintenance(S9500) Totals		Invoice 49	\$96,033.62
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-June 2021 Cigna Dental & Vision Admin	07/07/2021	7,680.86
	\$9,726.86		
3977 - Cigna Health & Life Insurance Company	12-July 2021 Cigna Dental/Vision Admin	07/23/2021	7,874.46
	\$9,986.46		
Account 53990.1241 - Other Services and Charges Vision Totals		Invoice 2	\$15,555.32
		Transactions	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/07/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/08/2021	62.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/09/2021	160.24
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/12/2021	180.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/12/2021	15.40
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/12/2021	266.65
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/13/2021	86.09
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	07/13/2021	101.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/14/2021	275.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-7/14/21	07/15/2021	345.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-7/15/21	07/16/2021	59.86
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 11	\$1,563.02
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 07/07/21 - 07/23/21

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/07/2021	31.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/09/2021	207.13
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/12/2021	67.38
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/12/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/14/2021	50.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-7/14/21	07/15/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-7/15/21	07/16/2021	10.00

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals Invoice 7 \$416.01
Transactions

Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util

17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	07/13/2021	877.80
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Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util** Totals Invoice 1 \$877.80
Transactions

Account 53990.1283 - Other Services and Charges Health Savings Account

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions for PPE 7/16/2021	07/15/2021	19,691.26
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Account **53990.1283 - Other Services and Charges Health Savings Account** Totals Invoice 1 \$19,691.26
Transactions

Program **120000 - Main** Totals Invoice 22 \$38,103.41
Transactions

Department **12 - Human Resources** Totals Invoice 22 \$38,103.41
Transactions

Fund **804 - Insurance Voluntary Trust** Totals Invoice 22 \$38,103.41
Transactions

Grand Totals Invoice 307 \$1,685,956.99
Transactions

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/23/2021	Claims		HSA/WorkComp/MT & Gym/CIGNA		1,685,956.99
					<u><u>1,685,956.99</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 1,685,956.99**

Dated this 20th day of July year of 2021.

Dana Henke 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 _____