

Board of Public Works Meeting

August 03, 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/91593984181?pwd=SndHUkxHVUdUcUNcc285NWpySjFadz09>

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

Topic: Board of Public Works

Time: Aug 3, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/91593984181?pwd=SndHUkxHVUdUcUNCc285NWpySjFadz09>

Meeting ID: 915 9398 4181

Passcode: 786539

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: 915 9398 4181

Passcode: 786539

Find your local number: <https://bloomington.zoom.us/u/acm8FD9MDu>

AGENDA
BOARD OF PUBLIC WORKS
August 03, 2021

A Meeting of the Board of Public Work will be held Virtually, Tuesday, August 03, 2020 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/91593984181?pwd=SndHUkxHVUdUcUNCc285NWpySjFadz09>

The City offers virtual options, including CATS public access television (live and tape- delayed) and Zoom. Comments and questions will be encouraged via Zoom or bloomington.in.gov

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
 - 1. Approval of Minutes – July 20, 2021
 - 2. Resolution 2021-32: Use of Public Right-of-Way for PRIDEfest
 - 3. Resolution 2021-37: Middle Way House Annual Wrapped in Love Public Art Display
 - 4. Resolution 2021-38: Indiana University Student Involvement Fair
 - 5. Resolution 2021-39: Renewal of Mobile Vendor in Public Right-of-Way; Uno Mas Taco Truck
 - 6. Resolution 2021-40: New Mobile Vendor in Public Right-of-Way; Kona Ice of Brown County
 - 7. Black Lives Matter Mural – Jordan Avenue Encroachment
 - 8. Approval of Payroll
- IV. NEW BUSINESS**
 - 1. Change Order #10 for the West 17th Street Reconstruction Project with Reed & Sons
 - 2. Request from CRG Residential for Dumpster and POD Placement in Right-of-Way at 316. N. Washington (August 03, 2021- August 16,2021)
 - 3. Agreement with Discount Blinds & Verticals for Replacement of Blinds at Fire Station #2
 - 4. Agreement with Carpets Plus ColorTile for Replacement of Flooring at Fire Station #2
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. ADJOURNMENT**

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

The Board of Public Works meeting was held on Wednesday, July 20, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard

ROLL CALL

City Staff: Adam Wason – Public Works
Chastina Chipman – Housing & Neighborhood Dev.
Karina Pazos– Engineering
Emily Herr -- Engineering
Russell White – Engineering

**MESSAGES FROM
BOARD MEMBERS**

Chastina Chipman, Housing and Neighborhood Development presented Abatement at W. 11th Street. See meeting packet for details.

**TITLE VI
ENFORCEMENT
Abatement at W. 11th Street**

Board Comments: None

Cox Deckard made a motion to approve Abatement at W. 11th Street. Henke seconded. Henke took a roll call vote. Cox Deckard voted yes, Henke voted yes. Motion is passed.

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

CONSENT AGENDA

7. Addendum #1 to Contract with New Group
8. Approval of Payroll

Board Comments: Adam Wason, Public Works, mentioned the removal of Pridefest from the agenda because of seating issues. Wason said staff from the City are in discussion with Kirkwood businesses and the organizers of Pridefest to provide a solution and Pridefest will be presented at the next meeting.

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

Karina Pazos, Engineering, presented Lane and Sidewalk Closure Requests for the North Lane of Atwater Ave. from Browning Chapman (August 09, 2021 – August 22, 2021). See meeting packet for details.

Board Comments: Cox Deckard asked to clarify the dates because the dates in the staff report and documents are different. Boston Fields, Browning Chapman, replied that because there were some delays the date was moved to August, but they could certainly start as soon as the board approves the closure.

Cox Deckard made a motion to approve Lane and Sidewalk Closure Requests for the North Lane of Atwater Ave. from Browning Chapman (August 09, 2021 – August 22, 2021). Henke seconded. Henke took a roll call vote. Cox Deckard voted yes, Henke voted yes. Motion is passed.

Emily Herr, Engineering, presented Dedication of Right-of-Way at 1600 W. Fountain. See meeting packet for details.

Board Comments: None

Cox Deckard made a motion to approve Dedication of Right-of-Way at 1600 W. Fountain. Henke seconded. Henke took a roll call vote. Cox Deckard voted yes, Henke voted yes. Motion is passed.

Russell White, Engineering, Change Orders #1 & #2 for the 14th Street Sidewalk Project. See meeting packet for details.

Board Comments: None

NEW BUSINESS
Lane and Sidewalk Closure Requests for the North Lane of Atwater Ave. from Browning Chapman August 09, 2021 – August 22, 2021

Dedication of Right-of-Way at 1600 W. Fountain

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

Cox Deckard made a motion to approve Change Orders #1 & #2 for the 14th Street Sidewalk Project. Henke seconded. Henke took a roll call vote. Cox Deckard voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, on behalf of Michael Large, presented Change Order #1 to the Recover Forward 6th Street Sidewalk Project with Rivertown Construction. See meeting packet for details.

Change Order #1 to the Recover Forward 6th Street Sidewalk Project with Rivertown Construction

Board Comments: None

Cox Deckard made a motion to approve Change Order #1 to the Recover Forward 6th Street Sidewalk Project with Rivertown Construction. Henke seconded. Henke took a roll call vote. Cox Deckard voted yes, Henke voted yes. Motion is passed.

Wason again mentioned the removal of Pridefest from the agenda. Followed up to say the expectation of Pridefest to remove all of the outdoor seating on Kirkwood was not realized. City staff is working with Pridefest, Kirkwood restaurants, and the Kirkwood Community Association to come up with a solution.

STAFF REPORTS AND OTHER BUSINESS

Cox Deckard made a motion to approve claims in the amount of \$1,685,956.99. Henke seconded. Henke took a roll call vote. Cox Deckard voted yes, Henke voted yes. Motion is passed.

CLAIMS

Henke called for adjournment at 5:50 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: Request to Use Kirkwood Right of Way on August 28th for the 2021 Bloomington PrideFest

Staff Representative: Kaisa Goodman, April Rosenberger

Petitioner/Representative: Janae Cummings, Bloomington PRIDE, Ltd.

Event Date: August 28, 2021

Meeting Date: August 03, 2021

Report: Every August, Bloomington Pride holds their annual PrideFest event in order to support the LGBTQ+ community. The festival features numerous activities, including live shows, a vendor expo, wellness activities, music, and late night entertainment. For 2021, the PrideFest festival footprint will slightly change. Kirkwood Avenue from Indiana to mid-block between Walnut and Washington will be closed (Washington, Lincoln, and Dunn Cross Streets will remain open) on Saturday, August 28, 2021 from 3:00 to 11:00 p.m. In addition a full block of Grant Street to the north of Kirkwood, and a half block of Grant Street, to the south of Kirkwood will be closed until 3:00 a.m. on Sunday, August 29, 2021. All street and intersection closures shall occur beginning at 1:00 p.m. on Saturday, August 28, 2021. Additionally, People's Park is included in the 2021 Pridefest Event.

The purpose of Pridefest is to create a safe, inclusive and supportive environment for celebration and education; support people (gender, sexuality, race, ethnicity, abilities, talents, etc); and to inspire and promote creativity in our diverse community.

Event hours are 3:00 p.m. to 11:00 p.m. on August 28, 2021, with set-up/teardown from August 27, 2021 at 2 pm to August 29, 2021 at 3 am. They are requesting a Noise Permit as well during event hours. Many area and adjoining businesses have shown their support for both the event and the new location.



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:	Janae Cummings		
Contact Phone:	n/a	Mobile Phone:	765-215-3562
Title/Position:	Chair, Board of Directors		
Organization:	Bloomington PRIDE, Ltd.		
Address:	PO Box 554		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	chair@bloomingtonpride.org		
Organization E-Mail and URL:	info@bloomingtonpride.org ; bloomingtonpride.org		
Org Phone No:	n/a	Fax No:	n/a

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	August 28, 2021	
Time of Event:	Date: 8/28/21 Start: 2pm	Date: 8/28/21 End: 11:45pm
Setup/Teardown time Needed	Date: 8/27/21 Start: 7pm	Date: 8/29/21 End: 3am
Calendar Day of Week:	Saturday	
Description of Event:	<p>The eighth annual Bloomington Pridefest, ranked by Thrillist as the best college town pride in the nation, is a street festival celebrating the LGBTQ+ community and its allies. The festival features a vendor expo, as well as workshops with activists and experts, wellness activities, music performances, and family and late-night entertainment.</p>	
List of Street Closures (If applicable)	<ul style="list-style-type: none"> • E. Kirkwood Ave closed from Walnut St to Indiana Ave • Washington, Lincoln, and Dunn Sts closed at the half blocks with jersey barriers between 4th and 6th Sts (alley access would remain open) • Grant St remains open to traffic • Washington St would not close until 1pm to account for Peoples State Bank operational hours 	
Expected Number of Participants:	10,000-15,000	Expected # of vehicles (Use of Parking Spaces to close): 5-8 food trucks



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Pridefest 2021			
Location of Event:	East Kirkwood Avenue			
Date of Event:	August 28, 2021	Time of Event:	Start: 2pm	
Calendar Day of Week:	Saturday		End: 11:45pm	
Description of Event:	The eighth annual Bloomington Pridefest, ranked by Thrillist as the best college town pride in the nation, is street festival celebrating the LGBTQ+ community and its allies. The festival features a vendor expo, as well as workshops with activists and experts, wellness activities, music performances, and family and late-night entertainment.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Janae Cummings		
Organization:	Bloomington Pride, Ltd	Title:	Chair, Board of Directors
Physical Address:	1003 S Grant St, Bloomington, IN 47401		
Email Address:	chair@bloomingtonpride.org	Phone Number:	765-215-3562
Signature:		Date:	07/01/2021

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: Bloomington Pridefest 2021
Number of expected attendees: 15,000-20,000
Number of food vendors: 5-10
Number of other vendors: 125

Designated waste and recycling manager: Zachary Taylor

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
Paper plates, paper napkins, plastic cutlery, plastic cups, food waste	Waste and recycling bins staffed by volunteers

*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: The festival will have waste and recycling bins located around the periphery of the festival. These will be spaced intermittently for easy access by festivalgoers. We plan to train our volunteers who are staffing these areas to be able to assist festivalgoers on which bins to use, depending on the waste. To assist in this, we’ll have signage that will clearly indicate which bins are used for waste and which are used for recycling.

Vendor and volunteer education and training: We have a two-day volunteer orientation and training session. For those who tasked with working at waste stations, we will give them specific information and instructions on how to assist festivalgoers in throwing away their trash. Vendors will also receive information beforehand about expectations for appropriate use of the waste and recycling bins.

Materials and supplies: Waste bins for trash and recycling items and signage to distinguish between the two. Our volunteers will also be equipped with protective gloves and trash pickers to keep the street clean throughout the festival.

Designation of duties: We will not know the specific volunteers assigned to trash duty until the end of volunteer orientation, which takes place the weekend before the festival.



Bloomington PRIDE
P.O Box 554
Bloomington, IN 47402

June 25, 2021

To Whom It May Concern,

On Saturday, August 28, 2021, Bloomington PRIDE will host our eighth annual Pridefest, a day-long celebration of the LGBTQ+ community with live performances, educational workshops, vendors, refreshments, and activities for all ages. Much of our event's continued success is directly attributable to the welcoming and pedestrian-friendly nature of our city and its businesses.

We expect this year's festival to draw **15,000+ attendees** to the downtown area. As a reminder, Kirkwood Avenue, from Walnut Street to Indiana Avenue, will be closed. The evening prior to the event will be used for set up. While the streets are closed, we'd like to ensure that your business can capitalize on the large number of people participating in and attending Pridefest. In the past, businesses have displayed exterior signage to draw in visitors and also offered discounts and themed meals and drinks.

If you have any questions or concerns, I encourage you to contact us directly by emailing info@bloomingtonpride.org.

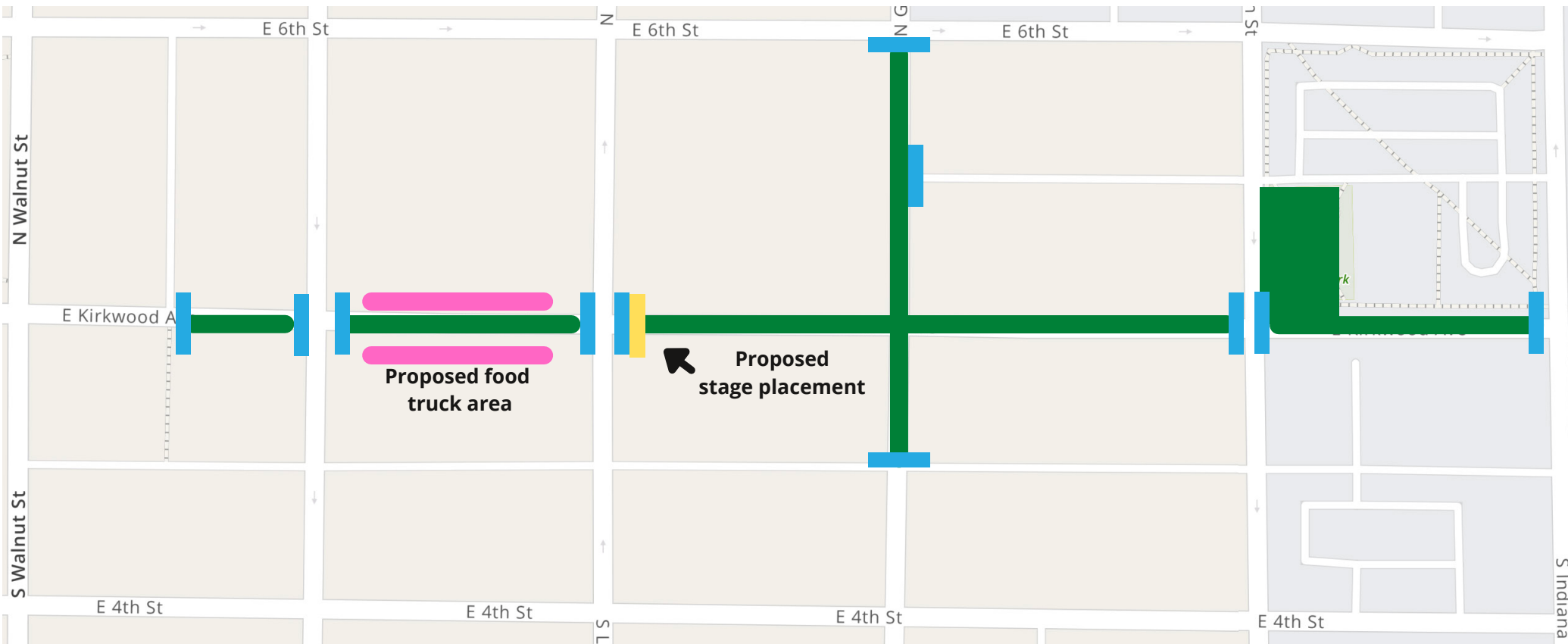
We greatly appreciate your support in helping us provide safe and inclusive spaces for members of the LGBTQ+ community and our allies!

Sincerely,

Zachary Taylor
Pridefest Essential Services Coordinator
Member, Board of Directors
Bloomington PRIDE, Ltd.

2021 BLOOMINGTON PRIDEFEST

AUGUST 28, 2021 bloomingtonpride.org/pridefest



Updated festival layout

- Kirkwood from Indiana to the mid-block between Walnut and Washington (Washington, Lincoln, and Dunn cross streets open)
- Grant: full block to the north; half block to the south (alley closed on the west end)
- People's Park
- Food trucks proposed (in pink) in Washington-Lincoln block
- Stage proposed (in yellow) at the west end of the Lincoln-Grant block by the library plaza
- Existing restaurant infrastructure to remain

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-32**

PRIDEFEST BLOOMINGTON

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

WHEREAS, Bloomington PRIDE, Ltd. (hereinafter "PRIDE") has requested use of city streets to conduct its Pridefest street event; and

WHEREAS, PRIDE has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Pridefest event: Kirkwood Avenue from Indiana to mid-block between Walnut and Washington. (Washington, Lincoln, and Dunn Cross Streets will remain open) on Saturday, August 28, 2021 from 3:00 to 11:00 p.m. In addition a full block of Grant Street to the north of Kirkwood, and a half block South of Kirkwood will be closed until 3:00 a.m. on Sunday, August 29, 2021. All street and intersection closures shall occur beginning at 1:00 p.m. on Saturday, August 28, 2021. Additionally, People's Park is included in the 2021 Pridefest Event.
2. The street closures outlined above are for the purposes of allowing PRIDE to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, August 28, 2021.
3. PRIDE 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.
4. PRIDE shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. PRIDE shall obtain, and place at PRIDE's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

6. Bloomington PRIDE 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. In consideration for the use of the City’s property and to the fullest extent permitted by law, Bloomington PRIDE, 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 officers, 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.
8. _____, 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 3rd DAY AUGUST OF , 2021

BOARD OF PUBLIC WORKS:

BLOOMINGTON PRIDE, LTD.

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Kyla Cox Deckard, Secretary

Position

Date



Board of Public Works Staff Report

Project/Event: Wrapped in Love

Petitioner/Representative: Middle Way House

Staff Representative: April Rosenberger

Meeting Date: August 03, 2021

Middle Way House is once again requesting to utilize downtown trees and lamp posts for their “Wrapped in Love” event. Lamp posts around the square and Trees in the downtown will be wrapped in knitted textiles. Businesses and individuals have been asked to sponsor a tree, and sponsorship funds will be used towards the cost of materials with the proceeds going to the Middle Way cause.

The event would begin on September 25, 2021 and end on March 01, 2022.



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:	Madeline Plant		
Contact Phone:	(812)333-7404	Mobile Phone:	(812)244-3556
Title/Position:	Director of Development		
Organization:	Middle Way House, Inc.		
Address:	338 S. Washington St.		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	development@middlewayhouse.org		
Organization E-Mail and URL:	www.middlewayhouse.org		
Org Phone No:	(812)333-7404	Fax No:	(812)323-9063

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input 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:	Middle Way House's annual Wrapped in Love public art display will begin Oct. 1st, 2021 and end March 1, 2022.	
Time of Event:	Date: 9/25/21 Start: 10 AM Date: 9/25/21 End: 10 AM	
Setup/Teardown time Needed	Date: 3/1/22 Start: 9 AM Date: 3/1/22 End: 2 PM	
Calendar Day of Week:	Yarn wrapping day: Saturday	
Description of Event:	2021-2022 Wrapped in Love: We will be wrapping trees in downtown Bloomington with tree sweaters for our public art display. We would also like to wrap lamp posts around the Square in yarn to tie in to our event.	
List of Street Closures (If applicable)	n/a	
Expected Number of Participants:	15 volunteers	Expected # of vehicles (Use of Parking Spaces to close): n/a

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 type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

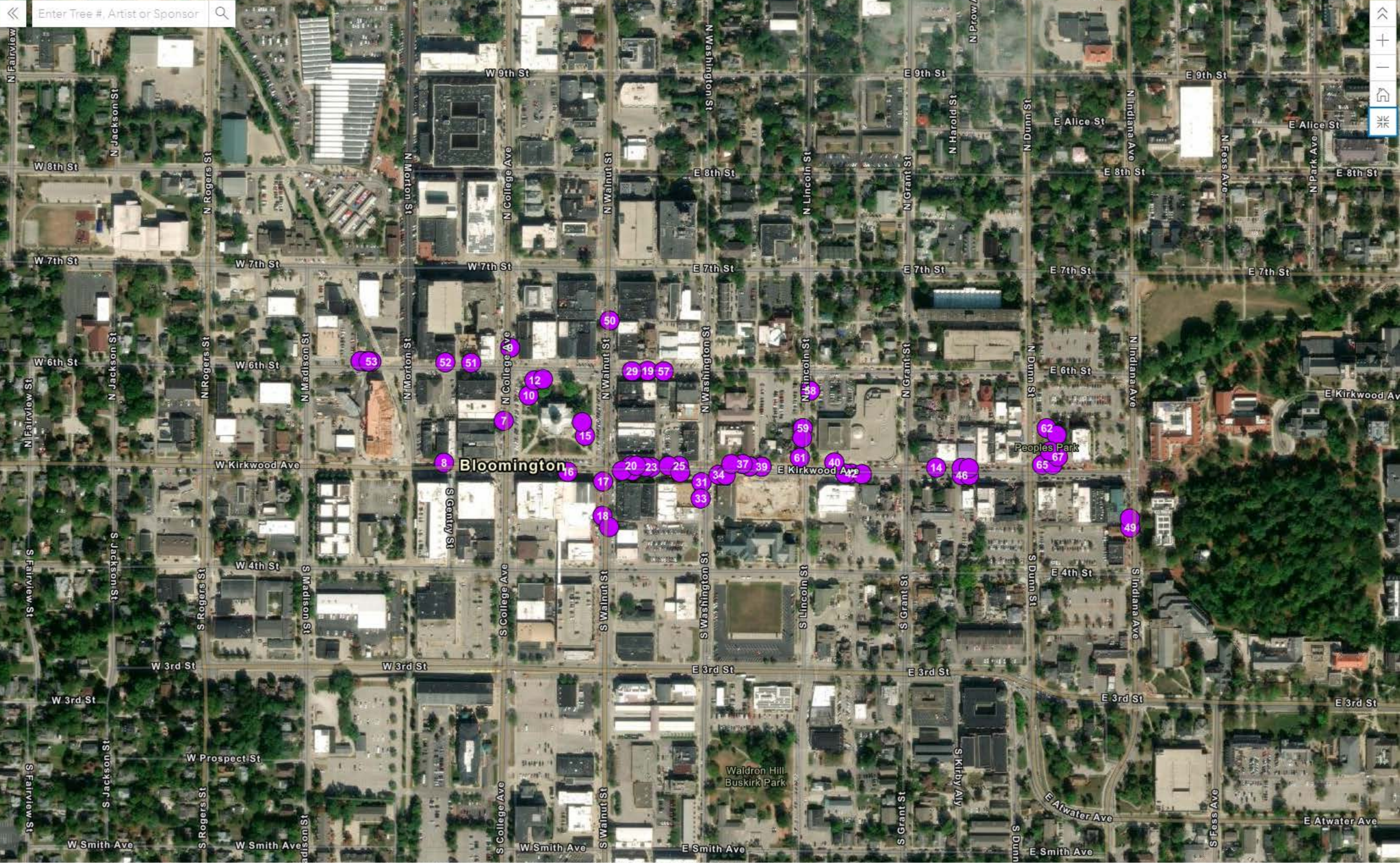
<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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



Wrapped in Love Sponsorship

This annual public art display raises funds for Middle Way House while educating our community about our services and providing outreach to survivors in need

1. Gold Leaf: \$2,500+

- Framed photo of tree sweater with caption for your home or office
- Tree sweater (with input on theme) including signage on your sponsored tree for the duration of display
- Inclusion of a quote from your organization's CEO or President in a press release announcing the Wrapped in Love art display and the opening Yarn-Cutting celebration
- Personal description on our "Friends and Partners of Middle Way House" web page; including your logo
- Recognition in all Wrapped in Love social media posts as well as online and in all printed promotional materials
- Opportunity to speak at Yarn-Cutting celebration

2. Silver Spruce: \$1,000+

- Tree sweater including signage on your sponsored tree for the duration of display
- Personal description on our "Friends and Partners of Middle Way House" web page; including your logo
- Recognition in all Wrapped in Love social media posts as well as online and in all printed promotional materials
- Mention in press release announcing the Wrapped in Love art display and the Yarn-Cutting celebration

3. Bronze Birch: \$500+

- Tree sweater including signage on your sponsored tree for the duration of display
- Mention on our "Friends and Partners of Middle Way House" web page; including your logo
- Recognition in all Wrapped in Love social media posts

4. Copper Maple: \$300+

- Signage on your sponsored tree for the duration of display
- Mention on our "Friends and Partners of Middle Way House" web page
- Recognition in all Wrapped in Love social media posts



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-37**

Wrapped In Love

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

WHEREAS, Middle Way House, Inc., a member of the Committee of the Non-Profit Alliance has put a project together called “Wrapped in Love”; and

WHEREAS, the main components of this project is to allow fabric artists to adopt approximately 70 trees in the downtown public right of way and create a fabric in which to wrap the tree and to wrap approximately 30 lamp posts around the courthouse square in yarn to tie into the fabric wrapped around the trees; and,

WHEREAS, October is Domestic Violence Awareness Month, and the project will be a fundraiser for Middle Way House to heal a victim of abuse; and,

WHEREAS, downtown businesses are supportive of the project and are willing for the trees adjacent to their buildings be temporarily wrapped; and,

WHEREAS, the Board of Public Works agrees that this project to raise awareness and funding for violence victim services is important to the community and an opportunity to display public art; and,

WHEREAS, Middle Way House, Inc., 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 approves the event herein described, provided:

1. Trees to be wrapped will be identified by the City of Bloomington Urban Forrester.
2. No staples, nails or screws may be used to attach the textiles to the trees.
3. Wraps will be maintained and kept in an attractive manner.
4. If at any time it is determined that any of the wraps become unsafe, ugly or a nuisance to the general public, then the Sponsor shall move said encroachment(s) upon notification by City, without compensation by City.

Resolution 2021-37

5. The City of Bloomington will not be responsible for any damages or vandalism to the wraps.

6. Recognition of sponsors may be attached to the wraps but may not include logos or pictures and may not be larger than eight and one-half by eleven inches (8 ½ x 11”) in size.

7. Wraps may be installed around trees and lamp posts beginning on October 1, 2021, and must be removed from the trees by March 1, 2022.

8. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

9. In consideration for the use of the City’s property and to the fullest extent permitted by law, Middle Way House, Inc., 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.

ACCEPTED AND AGREED TO:

BOARD OF PUBLIC WORKS:

MIDDLE WAY HOUSE, INC.

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Kyla Cox Deckard, Secretary

Title

Date: _____

Date: _____



Board of Public Works Staff Report

Project/Event: Student Involvement Center Fair

Staff Representative: April Rosenberger

Petitioner/Representative: Alison Miron

Date of Event: August 26, 2021

Date of Meeting: August 3, 2021

Report: Student Involvement Center, Division of Student Affairs IU, would like to close 7th Street between Woodlawn and Indiana on August 26, 2020 from 7:00 a.m. until 7:00 p.m. for the Student Involvement Fair as they have done in the past. The Student Involvement Fair is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. The Student Involvement Fair will feature over 300 student organizations in Dunn Meadow, as well as food and a hot air balloon on 7th Street. The Student Involvement Fair is free and open to all.



**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



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:	ANIKOM MIRON		
Contact Phone:	812-855-8156	Mobile Phone:	920-419-8782
Title/Position:	STUDENT ORGANIZATION COORDINATOR		
Organization:	STUDENT INVOLVEMENT CENTER, DIVISION OF STUDENT AFFAIRS IU		
Address:	900 E. SEVENTH ST.		
City, State, Zip:	BLOOMINGTON, IN 47403		
Contact E-Mail Address:	alimiron@iu.edu		
Organization E-Mail and URL:	sil@indiana.edu, studentaffairs.indiana.edu		
Org Phone No:	812-855-9682	Fax No:	812-855-8967

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

Organization Name:	Big Cheeze		
Address:	E. Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	CONTACTUS@THEBIGCHEEZE.COM		
Phone Number:	812-345-0214	Mobile Phone:	
Organization Name:	Kona Ice		
Address:			
City, State, Zip:	MARTINSVILLE, IN 46151		
E-Mail Address:	WSTONKER@KONA-ICE.COM		
Phone Number:	317 363 7810	Mobile Phone:	
Organization Name:	La Pobanda		
Address:	922 S. MORTON ST. 1900 S. WALNUT ST.		
City, State, Zip:	BLOOMINGTON, IN 47402		
E-Mail Address:	LAPOBANDA922@GMAIL.COM		
Phone Number:	812-271-8997	Mobile Phone:	

*All food trucks not confirmed but will be working through IU Dining

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Thursday August 26 th , Friday August 27 th (if rain)	
Time of Event:	Date: Aug-26 th Start: 4:00 PM Date: Aug 26 th End: 7:00 PM	
Setup/Teardown time Needed	Date: Aug 26 th Start: 7:00 AM Date: End:	
Calendar Day of Week:	Thursday	
Description of Event:	Student Involvement Fair takes place on Dunn Meadow and is a large event to help students get connected to involvement opportunities. There will be about 300 student organizations/departments along with food trucks and a hot air balloon.	
List of Street Closures (If applicable)	Seventh Street between Indiana and Woodlawn	
Expected Number of Participants:	2,000	Expected # of vehicles (Use of Parking Spaces to close): N/A

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 checked="" type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6.

CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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		

Old Crescent Insurance Company / Indiana University

Certificate of Insurance

Insured

07/30/2021 Certificate 6990

The Trustees of Indiana University
 c/o INLOCC
 2805 E. 10th St, Rm 110
 Bloomington IN 47408

This certificate is issued as matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

- | | |
|---|----------------------------------|
| Insurer A: Old Crescent Insurance Company | Insurer F: XL Specialty Ins. Co. |
| Insurer B: Travelers | Insurer G: Columbia Casualty Co. |
| Insurer C: Star Insurance Company | Insurer H: Ace American Ins. Co. |
| Insurer D: Ironshore Indemnity Inc | Insurer I: Allied World Ass. Co. |
| Insurer E: United Educators | Insurer J: Lexington Ins. Co. |

Should any of the below described policies be cancelled before the expiration date thereof the issuing company and/or The Trustees of Indiana University will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the company or the Trustees of Indiana University, their agents or representatives.

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. Aggregate limits shown may have been reduced by paid claims.

Insr Ltr	Type of Insurance	Policy Number	Policy Dates	Limits	
A	GENERAL LIABILITY Commercial General Liability – Occurrence including Contractual Excess of \$100,000 retention Includes coverage for Professional Liability excluding Medical Malpractice	GLEx-1r	02/01/2021 – 02/01/2022	Each Occurrence	\$2,000,000
				Fire Damage	\$2,000,000
				Personal & Adv Injury	\$2,000,000
				General Aggregate	\$2,000,000
				Products/Comp Ops	\$2,000,000
				Liquor Liability	\$2,000,000
A	VEHICLE LIABILITY All licensed vehicles owned, leased, rented by or for, or driven on behalf of Indiana University (Excess of \$100,000 retention)	AEx-1r	02/01/2021 – 02/01/2022	Combined Single Limit	\$2,000,000
H	FOREIGN LIABILITY (GL & Auto)	PHFD38513813-007	02/01/2021 – 02/01/2022	Each Occurrence	\$1,000,000
E I J	EXCESS LIABILITY Layer 1 Layer 2 Layer 3	G7467K	02/01/2021 – 02/01/2022	Aggregate	\$30,000,000
		03127174	02/01/2021 – 02/01/2022	Aggregate	\$10,000,000
		023627600	02/01/2021 – 02/01/2022	Aggregate	\$10,000,000
C	WORKERS COMPENSATION & EMPLOYERS LIABILITY (excess of \$850,000/claim retention)	WCE-0937565-20	02/01/2021 – 02/01/2022	Each Occurrence	Statutory + \$1M
				Employers Liability	\$1,000,000
A	PROPERTY (Incl Boiler, Flood, Earthquake) Sub-limits may apply. Excess of \$100,000 retention.	ARP-1r	02/01/2021 – 02/01/2022	Each Occurrence	\$500,000
B	EXCESS PROPERTY	KTK-CMB-5647P70-9-21	02/01/2021 – 02/01/2022	Each Occurrence	\$1 billion
F	FINE ART (pro rata: 60% share)	UMA0010548SP21A	02/01/2021 – 02/01/2022	Each Occurrence	\$360 million
D	FINE ART (pro rata: 40% share)	HTB-001340-006	02/01/2021 – 02/01/2022	Each Occurrence	\$240 million
A	MEDICAL MALPRACTICE (coverage subject to Indiana statutes) Includes \$1 million out-of-state coverage. This includes participation in the Indiana Patient Compensation Fund with current statutory limits.	HL-1r	02/01/2021 – 02/01/2022	Statutory	\$500,000
G	EXCESS MEDICAL MALPRACTICE (out-of-state, only)	HMC 1064386826	02/01/2021 – 02/01/2022	Aggregate	\$2,000,000

Description of operations/locations/vehicles/exclusions added by endorsement/Special Provisions:

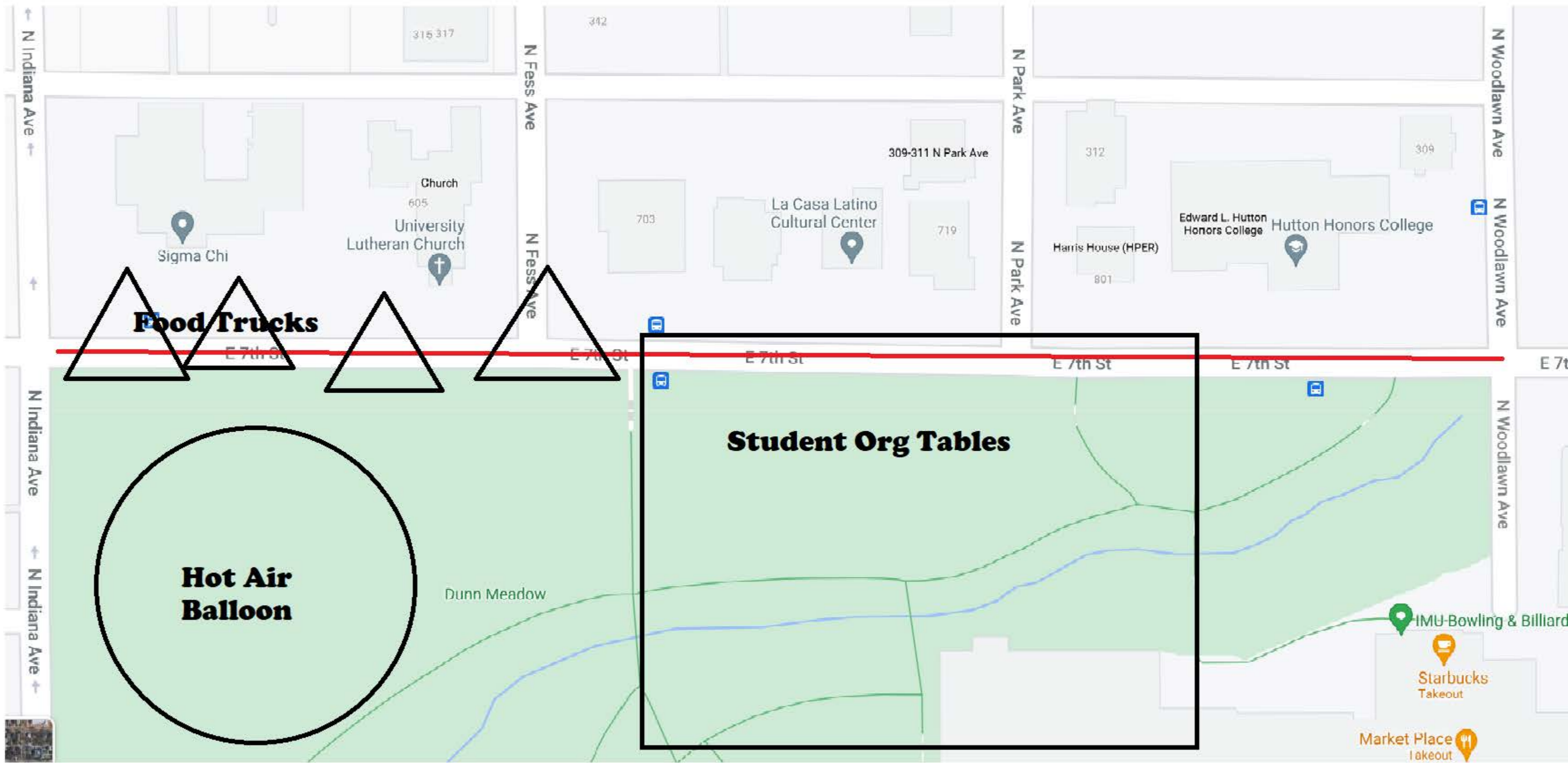
To provide proof of various insurance coverages by The Trustees of Indiana University for the Student Involvement Fair Annual Event. 7th street will be shut down on the date shown below.

Certificate Holder:
 Board of Public Works Department
 401 N. Morton St. #120
 BLOOMINGTON IN 47404

Authorized signature
 Approved by: ***Kutina L. England***

The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Insurance, Loss Control and Claims. Certificate of insurance for the other insurance companies indicated on this certificate may be obtained, if necessary.

Effective dates: 08/26/2021 — 08/26/2021



**BOARD OF PUBLIC WORKS
RESOLUTION 2021-38**

STUDENT INVOLVEMENT FAIR

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

WHEREAS, Student Involvement Center, Division of Student Affairs IU, has requested use of city streets to conduct a student involvement fair; and

WHEREAS, Student Involvement Center, Division of Student Affairs IU, has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Student Involvement Center to provide an event of high quality that is mutually beneficial to participants and the community on Thursday, August 26th (rain date August 27th).
3. Student Involvement Center, Division of Student Affairs IU 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.
4. Student Involvement Center, Division of Student Affairs IU, shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Student Involvement Center, Division of Student Affairs IU, shall obtain, and place at Student Involvement Center, Division of Student Affairs IU'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. IU Student Involvement Center agrees to close the streets not before 7:00 a.m. on Thursday, August 26, 2021 and to remove barricades and signage by 7:00 p.m. on Thursday, August 26, 2021. Rain Date set for Friday, August 27, 2021.

5. Student Involvement Center, Division of Student Affairs IU, shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. Student Involvement Center, Division of Student Affairs IU, will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 7:00 p.m. on Thursday, August 26, 2021.
7. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
9. Student Involvement Center, Division of Student Affairs IU, 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.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, Student Involvement Center, Division of Student Affairs IU, 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.
11. _____, 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 3th DAY OF AUGUST, 2021.

BOARD OF PUBLIC WORKS:

**IU STUDENT INVOLVEMENT CENTER
REPRESENTATIVE:**

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Kyla Cox Deckard, Secretary

Position



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-39
Petitioner/Representative: Javier Ubaldo Vargas-Romero, Owner of Uno Mas Taco Truck LLC
Staff Representative: Marnina Patrick
Meeting Date: August 3, 2021

Uno Mas Taco Truck, LLC, by its owner Javier Ubaldo Vargas-Romero, has applied to renew the Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Northern Mexican cuisine and beverages.

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:	Jarvier Vargas	
Title/Position:	OWNER	
Date of Birth:	04/25/1972	
Address:	919 S ROLLING ROCK DR	
City, State, Zip:	BLOOMINGTON IN 47403	
E-Mail Address:	UNOMASTACOTRUCK@GMAIL.COM	
Phone Number:	812 272-9543	Mobile Phone:

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

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

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

4. Company Information

Name of Employer:	UNO MAS TACO TRUCK LLC				
Address of Employer:	919 S ROLLING ROCK DR				
City, State, Zip:	BLOOMINGTON IN 47403				
Employment Start Date:	08/05/2021	End Date (If known):	08/06/2021		
Phone Number:	812 272-9543				
Website / Email:	UNOMASTACOTRUCK				
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
ANA GONZALEZ	919 S ROLLING ROCK DR
ROBERTO VARGAS	919 S ROLLING ROCK DR
NOBIA GONZALEZ	919 S ROLLING ROCK DR

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

Date of incorporation or organization:	07/07/2020
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:		
7:00 AM 10:00 PM		
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.		
Please Attach		
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input 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: 07/23/2021	Received By: Marnina P.	Date Approved: 07/29/2021	Approved By: Larry A.
------------------------------	----------------------------	------------------------------	--------------------------

Notice of Consent

This is to notify consent has been given to Uno Mas Taco Truck to serve food at Texacon Cut Stone.

Date of Consent: 07/13/2021

Property Owner or Manager: Shane Stremming

Location: 4790 Fluck Mill Road, Bloomington, IN 47403

Contact Information: (812) 824-1330

Signature of Property Owner/Manager: Sh Stij



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 1	ISSUE DATE 01/06/21	PUR DATE 05/20/19	COUNTY 53 - MONROE	TP R	PL YR 21	PLATE TR122YXC	PL TP GP	WEIGHT 9	PR YR 20	LS N	TYPE TR	PRIOR YR PL TR122YXC
EXPIRATION DATE 01/31/22		MUNICIPALITY Bloomington		VEHICLE YEAR 19	MAKE EAG	MODEL	VEHICLE IDENTIFICATION NUMBER 7FWBE2027K1008064		TYPE TR	COLOR BLK/			
CURRENT YEAR TAX	EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 25.35	ADMIN FEE 0.00	TOTAL 73.35				
PRIOR YEAR TAX	EX TAX 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 9,000													



IINT
Legal Address
918 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120



JAVIER UBALDO VARGAS-ROMERO LL
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120



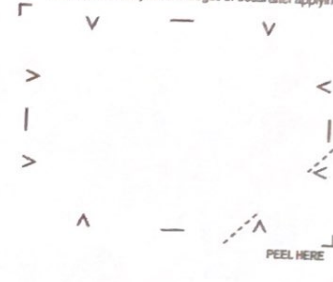
2995 2/5

0-

BATCH# 18417457 SEQUENCE# 2005 2/5

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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





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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 13	ISSUE DATE 01/06/21	PUR DATE 05/16/20	COUNTY 53 - MONROE	TP R	PL YR 21	PLATE VTE833	PL TP SP	WEIGHT 11	PR YR 20	LS N	TYPE 4W	PRIOR YR PL VTE833
EXPIRATION DATE 01/31/22		MUNICIPALITY Bloomington			VEHICLE YEAR 08	MAKE TOY	MODEL TUN	VEHICLE IDENTIFICATION NUMBER 6TBBV54118S498172			TYPE 4W	COLOR BLK/	
CURRENT YEAR TAX	EXTAX 30.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 30.00	CO WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 100.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000													



IINT

Legal Address
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120



JAVIER UBALDO VARGAS-ROMERO LL
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120

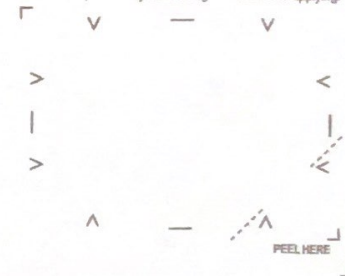


2996 3/5
0-

BATCH# 16417457 SEQUENCE# 2996 3/5

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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





STATE OF INDIANA

Eric J. Holcomb, Governor

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

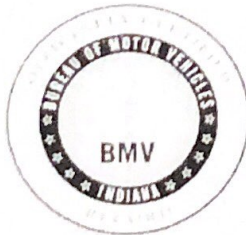
Certification of Driver's Record

For: ROBERTO VARGAS
DOB: 10/17/2003
STATUS: VALID as of 07/08/2021
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 8th of July, 2021.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 07/08/2021 3 01 pm

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

ROBERTO VARGAS
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120

License number: 9370-42-4291
License type: OPERATOR (4 YR)
License expires: 11/16/2024
License status: VALID
SR22: Not needed

Birth date: 10/17/2003 Gender: MALE

Current points: 0
Social Security #:

Physical Description Height: 5'8" Weight: 168lbs Hair color: BROWN Eye color: BROWN Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

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)

No Convictions were found

Driver number: 9370-42-4291 ROBERTO VARGAS

DOB: 10/17/2003

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	10/26/2019	919 S ROLLING ROCK DR	BLOOMINGTON	IN	47403-2120

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	10/26/2019	919 S ROLLING ROCK DR	BLOOMINGTON	IN	47403-2120

Credential Issuance

Issue Date: 05/17/2021, Duplicate License, OPERATOR (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 11/16/2024

Interim Credential Issue Date: 11/10/2020, Expiration Date: 12/10/2020, Reason: NEW ISSUE DL, IN-STATE, Control #: 17153010

Issue Date: 11/10/2020, Issue Operator, OPERATOR (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 11/16/2024

Issue Date: 05/19/2020, Duplicate Permit, LEARNER PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2020

Interim Credential Issue Date: 10/26/2019, Expiration Date: 11/25/2019, Reason: NEW ISSUE DL, IN-STATE, Control #: 15526014

Interim Credential Issue Date: 10/26/2019, Expiration Date: 11/25/2019, Reason: NEW ISSUE DL, IN-STATE, Control #: 15525961

Issue Date: 10/26/2019, Issue Learner, LEARNER PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2020

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK LLC
 INSPECTOR'S NAME MARTIN MORENO INSPECTOR'S PHONE # 812-606-4649
 DATE OF INSPECTION 07/08/2021
 TAXICAB COMPANY _____
 VEHICLE YEAR 2019 MAKE EAGLE CARGO MODEL TRAILER
 VIN 7FWBE20Z7K1008064

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

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK LLC
INSPECTOR'S NAME MARTIN MORENO INSPECTOR'S PHONE # 812-606-4649
DATE OF INSPECTION 07/08/2021
TAXICAB COMPANY _____
VEHICLE YEAR 2008 MAKE TOYOTA MODEL TUNDRA
VIN 5TBBV541185498172

	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

WORK ORDER # _____

SERVICE LOCATION _____

INVOICE TO _____

1 20180101

EQUIPMENT LINE-UP AT TIME OF ARRIVAL (LEFT TO RIGHT)				Hood: Ft <u>8</u> In _____	Duct: Qty <u>1</u> Dimensions <u>12" round</u>		
<u>Griddle</u>	<u>2 burner range</u>			<u>Fryer</u>			
INDICATE INSPECTION PERFORMED:	YES	NO	NA	INDICATE INSPECTION PERFORMED:	YES	NO	NA
Conduct Hazard Review /System pre check Verify hazard has not changed or been tampered with	<input checked="" type="checkbox"/>			Replace rubber blow off caps annually or as needed	<input checked="" type="checkbox"/>		
Notify proper personnel and disconnect system for inspection Monitoring Co. <u>X</u> <u>N/A</u>	<input checked="" type="checkbox"/>			Check cartridge(s) for weight, hydro, proper type, and replacement <u>X 239gr</u> weight(s)	<input checked="" type="checkbox"/>		
Notify customer of fuel and power shutdown requirements Confirm location of reset devices and confirm who is to re-light pilots	<input checked="" type="checkbox"/>			Replace Cartridge Receiver Gasket Check regulator test date <u>X</u> _____ date			<input checked="" type="checkbox"/>
Notify proper personnel to place system on test Verify system disarmed for inspection	<input checked="" type="checkbox"/>			Check tank(s) for hydro, proper agent/level, and corrosion <u>X 19'</u> date(s)	<input checked="" type="checkbox"/>		
Install test link and conduct automatic trip test of detection	<input checked="" type="checkbox"/>			Replace Burst Disc (annual or as needed only)			<input checked="" type="checkbox"/>
Replace all fusible links. Manufacturer Date <u>2021</u>	<input checked="" type="checkbox"/>			Check for excessive grease accumulation. See Comments Grease level in hood 2000 + micros or more <input type="checkbox"/> Grease level in hood 3175 + micros or more <input type="checkbox"/>		<input checked="" type="checkbox"/>	
Conduct test fire of system via remote pull	<input checked="" type="checkbox"/>			Reset system, notify personnel and rearm for service	<input checked="" type="checkbox"/>		
Verify shutdown devices and confirm fuel and power is restored	<input checked="" type="checkbox"/>			Portable Fire Extinguishers Annually- Conduct annual maintenance check and apply plastic tag			
Verify piping and conduit is secure and conduct air test (If Applicable)	<input checked="" type="checkbox"/>			Semi-Annually - Conduct monthly quick check and sign OSHA TAG			
Check/remove all nozzles to ensure they are clear of debris, wipe off exterior grease and reinstall system	<input checked="" type="checkbox"/>			KClass fire extinguisher present			
Is system UL300?	<input checked="" type="checkbox"/>			Exit and Emergency Lighting Are all lights working			
If YES: Confirm nozzle type, aiming point, and flow capacity of the system Total flow points in system: <u>6</u> If NO: Provide a copy of the "Important Notice" <u>XCV</u> (initials)	<input checked="" type="checkbox"/>			Have lights been inspected per OSHA/KFS guidelines			
				System has deficiencies. See comments below			

COMMENTS: KFS did a drop over the fryer for proper protection.

WARNING - READ CAREFULLY BEFORE SIGNING. The above inspection is made for the purpose of checking the mechanical or electrical operation of the suppression system and NOT to determine guarantee, proper capacity, engineering, or original installation. If a more thorough inspection of the fire system is desired or recommended to determine proper capacity and installation then it is recommended that a survey and full discharge of the system be performed at an additional cost. The reverse of this agreement is incorporated herein. Please read carefully. We are not an insurer. Our maximum liability is limited to \$250.00. User acknowledges receipt of copy and that he has read and understands reverse of this agreement.

PRINT CUSTOMER NAME Touren Vargas TECHNICIAN CVs. PeH DATE 7.21.21
 CUSTOMER [Signature]

CUSTOMER COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2021

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007		FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Hiscox Insurance Company Inc			10200
INSURED Uno Mas Taco Truck LLC 919 S Rolling Rock Dr Bloomington, IN 47403	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-4551745-CGL-21	07/23/2021	07/23/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Brothers Market 909 E 2nd Street Bloomington, IN 47403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

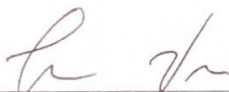
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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.

UNO MAS TACO TRUCK LLC
Name, Printed

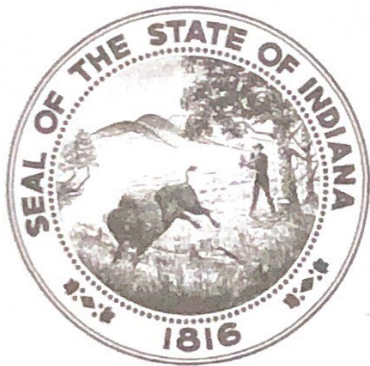

Signature

07/08/2020
Date Release Signed

State of Indiana
Office of the Secretary of State
Certificate of Organization
of
UNO MAS TACO TRUCK LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 06, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202007061403578 / 8647081

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

State of Indiana
Office of the Secretary of State
Certified Copies

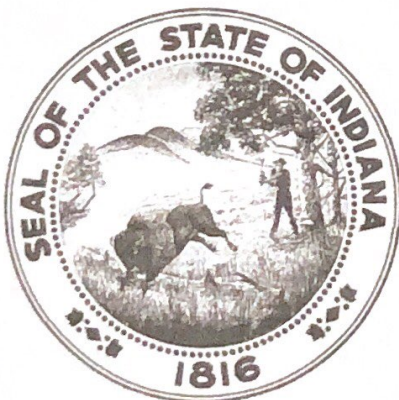
To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this 6 page document consisting of the following records filed in this office:

Certification Date: July 07, 2020
Business Name: UNO MAS TACO TRUCK LLC
Business ID: 202007061403578

Transaction	Date Filed	No. of pages
Articles of Organization	07/07/2020	3
Articles of Amendment	07/07/2020	3
Total No. of pages		6



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020

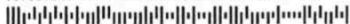
Connie Lawson


CONNIE LAWSON
SECRETARY OF STATE

202007061403578 / 12884191

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>
Expires on August 06, 2020.

007363.246666.360550.13359 1 MB 0.439 530




UNO MAS TACO TRUCK LLC
JAVIER U VARGAS ROMERO MBR
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403

107363

Date of this notice: 03-26-2020

Employer Identification Number:
36-4963255

Form: SS-4

Number of this notice: CP 575 E

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

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 36-4963255. 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

03/15/2021

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.

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.

John Hamilton

Mayor

CITY OF BLOOMINGTON

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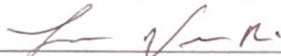
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- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall 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: VNO MAS TACO TRUCK LLC

Signature: 

Date: 07/13/2021

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;

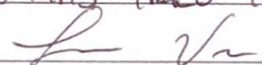
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- 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: VNO MAS TACO TRACK LLC

Signature: 

Date: 07/13/2021

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: 07/23/2021

Business Name: Uno Mas Taco Truck

Address: 919 S ROLLING ROCK DR
Bloomington, IN 47408

Phone: CELL 812-272-9543

The following permit has been issued:

Permit No. 21-0204

Type: FOOD Temporary Vender/Cooking

Issued Date: 07/22/2021

Effective Date: 07/23/2021

Expiration Date: 07/23/2022

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=clapp@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp
Date: 2021.07.23 08:13:31-04'00'

07/23/2021

Inspector: Tim Clapp

Date



ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

JAVIER VARGAS

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

19097819

CERTIFICATE NUMBER

5480

EXAM FORM NUMBER

3/13/2020

DATE OF EXAMINATION

3/13/2025

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Manitoba Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

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This document cannot be reproduced or altered.

Contact us with questions at 233 S. Wacker Drive, Suite 3400, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

Mobile Food Service Establishment

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



UNO MAS TACO TRUCK
JAVIER VARGAS
2361 W. RAPPEL AVE. - ONE WORLD
BLOOMINGTON, IN 47403

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.

JAN 14 2021

Issued _____

By _____

A handwritten signature in black ink, appearing to read "Javier Vargas", is written over a horizontal line.

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-39**

**Mobile Vendor in Public Right of Way
Uno Mas Taco Truck 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, Uno Mas Taco Truck LLC (“Vendor”), is seeking renewal of 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 August 3, 2021, and ending on August 3, 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.

RESOLUTION 2021-39

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

ADOPTED THIS 3rd DAY OF AUGUST, 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 **2021-39** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Javier Ubaldo Vargas-Romero, Owner
Uno Mas Taco Truck LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-40
Petitioner/Representative: Jason Hilgeman, owner of JP Hilge LLC, DBA Kona Ice of Brown County
Staff Representative: Marnina Patrick
Meeting Date: August 3, 2021

JP Hilge LLC, DBA Kona Ice of Brown County, by its owners Jason and Pamela Hilgeman, 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 shaved ice.

This application is for 1 year.

Staff is supportive of the request.

Marnina Patrick

Kona Ice of Brown County - 2021



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:	Kona Ice of Brown County (Jason & Pamela Hilgeman)		
Title/Position:	owners		
Date of Birth:	Jason (4-8-1975)	Pamela (1-24-1975)	
Address:	7129 Four Mile Ridge Road		
City, State, Zip:	Nashville, IN 47408		
E-Mail Address:	jphilgeman@kona-ice.com		
Phone Number:	812-340-5912	Mobile Phone:	

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

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

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

4. Company Information

Name of Employer:	(Kona Ice of Brown County) JPHilge, LLC			
Address of Employer:	7129 Four Mile Ridge Road			
City, State, Zip:	Nashville, TN 47448			
Employment Start Date:	July 3, 2021	End Date (If known):		
Phone Number:	812-340-5912			
Website / Email:	jphilgeman@kona-ice.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

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
Jason Hilgeman (member)	7129 Four Mile Ridge Road Nashville, TN 217448
Pamela Hilgeman (member)	7129 Four Mile Ridge Road Nashville, TN 47448

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

Date of incorporation or organization:	6-24-2021
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	8am - 12pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	Zip codes 47401 & 47458
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 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) <i>N/A</i>
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: 07/28/2021	Received By: Marnina P.	Date Approved: 07/29/2021	Approved By: Larry A.
------------------------------	----------------------------	------------------------------	--------------------------

ZIP Code 47401 Map, Demograp...

unitedstateszipcodes.org/47401/

Home Find ZIPs in a Radius Printable Maps Shipping Calculator ZIP Code Database

Search by ZIP, address, city, or county: Search

ZIP Code 47401

Population Real Estate
Employment Schools

Post Office City: Bloomington, IN ([View All Cities](#))

County: Monroe County

Timezone: America/Indiana/Indianapolis (11:30am)

Area code: 812 ([Area Code Map](#))

Coordinates: 39.1, -86.4
ZIP (~8 mile radius)

Type here to search

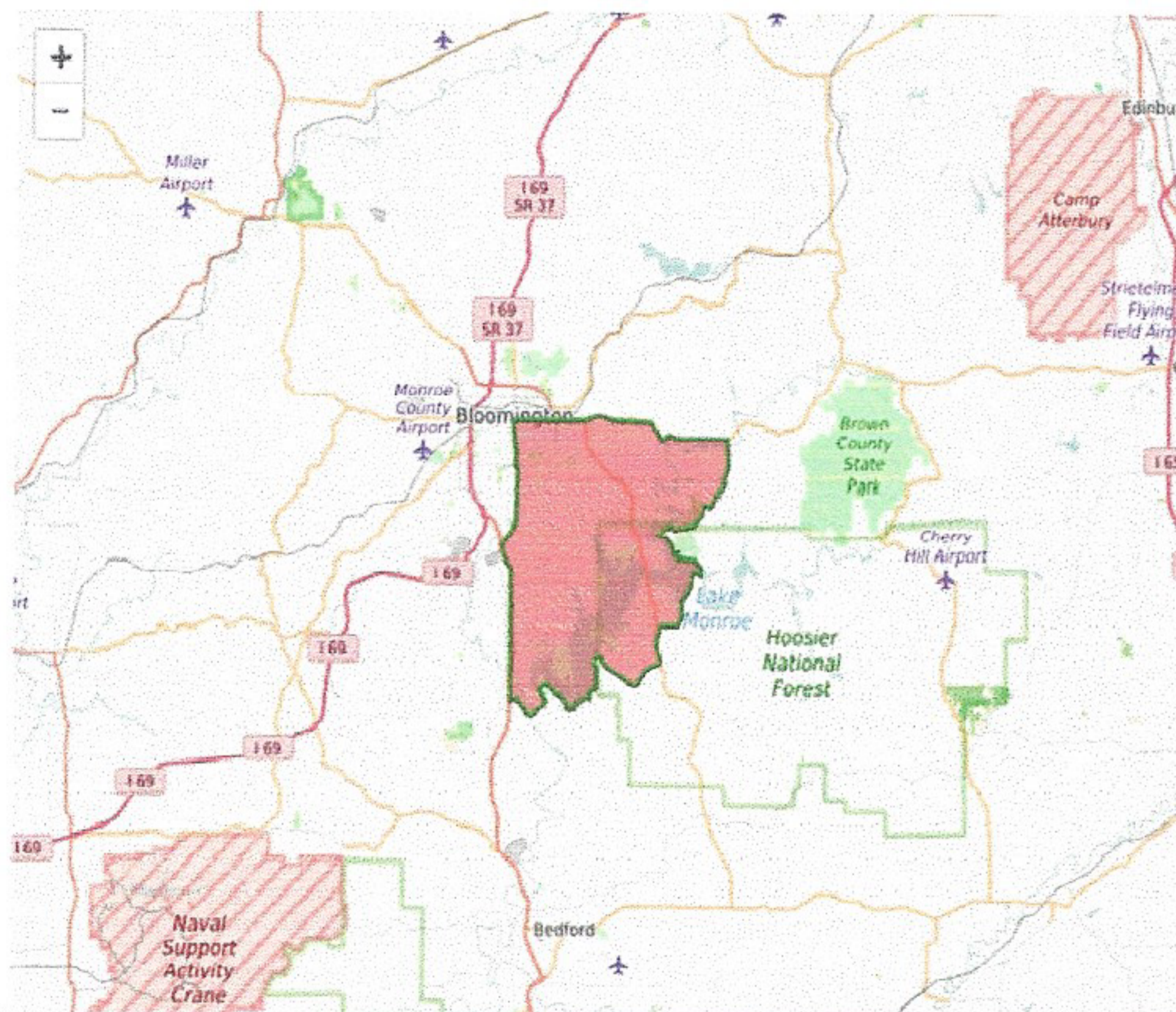
Zip Code 47401 Profile, Map an...

zipdatamaps.com/47401

ZipDataMaps

Zip Code 47401 Map and Profile

Map of Zip Code 47401 Border



Zip Code 47401 Profile Data

Official Zip Code Name	Bloomington
Zip Code State	Indiana
Zip Code Type	Non-Unique
Primary County:	Monroe
Secondary County:	Brown
Area Code	812 / 930
Current Population:	41011
Racial Majority:	White 82.72%
Public School Racial Majority:	White 80.7%
Unemployment Rate:	4.1%
Median Household Income	\$50761
Average Adjusted Gross Income	\$86850
School Test Performance:	Above Average

Type here to search

Zip Code 47401 Pro...

82°F 11:28 AM 7/24/2021

- A. PLACE THE NEW STICKER DIRECTLY ON THE CORNER OF THE LICENSE PLATE.
- B. Make sure the area where the new sticker is to be placed is clean and dry.
- C. Peel the new sticker from the backing and place on license plate.
- D. Press the sticker onto the plate to make sure it is firmly affixed.

KEV 609

1. You must have this certificate in order to renew the registration of this vehicle before the expiration date.
THERE IS NO GRACE PERIOD ON ANY DECAL EXPIRATION DATE.

- A. Passenger cars and motorcycles are on a year-round registration system and may be renewed two months before the expiration date of this vehicle.
- B. For commercial vehicles registered under KRS 186.050(3) through (14), the certificate will be valid through March 31.
- C. Trailer registration will also be valid through March 31.
- D. Motorboats expire April 30 of each year.

2. This certificate (or a copy) must be carried in this vehicle (except motorcycle) at all times and be available for inspection by any peace officer.
 3. Making a false statement in any part of this application will subject the party to a fine of not less than \$20.00 nor more than \$100.00 as set out in KRS 186.990(1)



**COMMONWEALTH OF KENTUCKY
 CERTIFICATE OF REGISTRATION**



PLATE NUMBER
 08 999251 DR

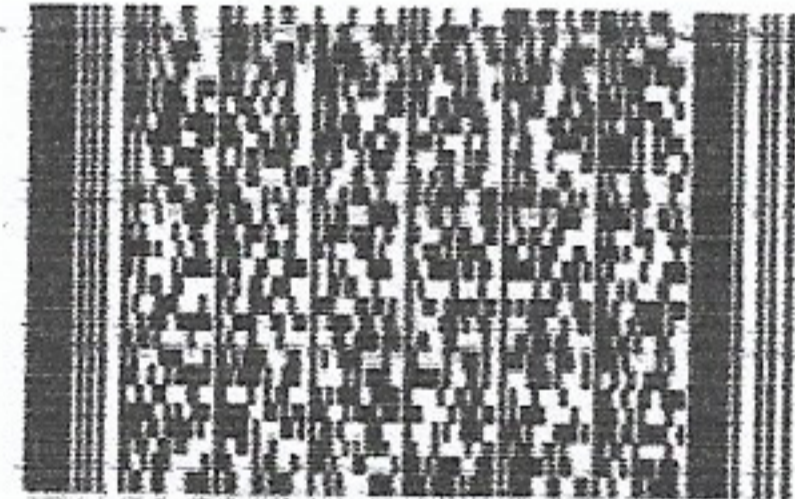
CONTROL NO. **21-0-08-07612** DECAL NO. **999251** REGISTRATION TYPE **FIRST TIME (0/ST)** ODOMETER **73826**

EXPIRES **12-31-21** PREV. PLATE NO. PREV. DECAL NO. SPECIAL REGIST/LIMITED LOCATION **REGULAR REGIS.** REGIST WT **10,000**

VEHICLE TYPE **TRUCK** VEHICLE IDENTIFICATION **1GB0G2BA9E1214021**

VEH.YR. **14** B-STYLE **VN** MAKE **CHEV** MODEL **EXPRESS** COLOR **BLU** TITLE NO. **211600080030**

NOT VALID FOR TRANSFER OF OWNERSHIP
 OWNER(S) NAME(S) ADDRESS
KONA ICE AUTO SALES, LLC
5945 CENRENNIAL DRIV
FLORENCE KY 41042



 SIGNATURE

DATE OF ISSUE **06-09-21** CLERK I.D. **EMM**

LESSEE/EMPLOYEE

COUNTY CLERK: **JUSTIN CRIGLER**
 COUNTY OF ISSUANCE: **BOONE**



USAGE TAX	TAXABLE VALUE	
	6% TAX	
	TAX CREDIT	0.00
REG.FEE	STATE FEE	10.00
	CLERK FEE	6.00
TITLE FEE	STATE FEE	20.00
	CLERK FEE	5.00
AD VALOREM TAX	ASSESSED VALUE	
	CURR. YR. TAX	
	PREV. YRS. TAX	

PAID **41.00**

Does your vehicle have an open recall?
 Some issues covered by recalls pertain to serious safety risks, and all are fixed for free. Check your vehicle at:
www.CheckToProtect.org

BUCH020U 06/09/21 10:16:52



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: JASON MICHAEL HILGEMAN
DOB: 04/08/1975
STATUS: VALID as of 07/23/2021
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 23rd of July, 2021.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 07/23/2021 3:10 pm

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

JASON MICHAEL HILGEMAN
7129 FOUR MILE RIDGE RD
NASHVILLE, IN 47448-8959

License number: 0030-51-7265
License type: OPERATOR
License expires: 04/08/2028
License status: VALID
SR22: Not needed

Birth date: 04/08/1975 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'10" Weight: 180lbs Hair color: BROWN Eye color: BROWN Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Commercial Driver License (CDL) Information:

CDL Status: Voluntary Surrender
CDL Expires: 04/08/2010 [** Expired **]
CDL Class: B

CDL Endorsements: P S
CDL Restrictions: None

Commercial Learner Permit (CLP) Information:

CLP Expires: 01/31/2002 [** Expired **]
CLP Class: B

CLP Endorsements: P
CLP Restrictions: None

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

Medical Examiner's Certificate Information:

Medical Certificate Issue Date:
Medical Certificate Expire Date:
Medical Certificate Restriction Codes:
Medical Examiner's Name:
Medical Examiner's Phone Number:
Medical Examiner's Speciality Code:
Medical Examiner's Jurisdiction:
Medical Examiner's Jurisdiction License Number:
Medical Examiner's FMCSA National Registry Number:
Medical Exemption Effective Date:

** Continued on Next Page **

Medical Exemption Expiration Date:

SPE Exemption Effective Date:

SPE Exemption Expiration Date:

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
02/18/2003	4	SPEEDING 70/45	02/09/2003	ELWOOD CITY / 48H030302IF00954			No	No
01/28/2002	4	SPEEDING 71/55	01/20/2002	HAMILTON SUPERIOR #4 / 29D040201IF000544			No	No
03/12/1999	2	SPEEDING	03/07/1999	OHIO / OH 010719075645			No	0

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
10	07/23/2021	7129 FOUR MILE RIDGE RD	NASHVILLE	IN	47448-8959
9	07/07/2021	7129 FOUR MILE RIDGE RD	NASHVILLE	IN	47448-8959
8	06/26/2020	1913 NORWOOD PL	ANDERSON	IN	46011-2609
7	02/18/2020	AGAPE FLIGHTS DMG 25384, 100 AIRPORT AVENUE	VENICE	FL	34285-2609
6	07/22/2009	1913 NORWOOD PL	ANDERSON	IN	46011-2609
5	07/22/2009	1913 NORWOOD PL	ANDERSON	IN	46011-2609
4	02/05/2004	3220 ARTHUR BLVD	ANDERSON	IN	46012-9538
2	08/01/2000	5711 APPLECREEK APT A	ANDERSON	IN	46013
1	08/01/2000	5711 APPLECREEK APT A	ANDERSON	IN	46013

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	07/07/2021	7129 FOUR MILE RIDGE RD	NASHVILLE	IN	47448-8959
8	06/26/2020	1913 NORWOOD PL	ANDERSON	IN	46011-2609
6	07/22/2009	1913 NORWOOD PL	ANDERSON	IN	46011-2609
5	07/22/2009	1913 NORWOOD PL	ANDERSON	IN	46011-2609
4	02/05/2004	3220 ARTHUR BLVD	ANDERSON	IN	46012-9538
3	05/26/2006	3220 ARTHUR BLVD	ANDERSON	IN	46012-9538

Credential Issuance

Interim Credential Issue Date: 7/7/2021, Expiration Date: 8/6/2021, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 18464473

Issue Date: 07/07/2021, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/08/2028

Interim Credential Issue Date: 6/26/2020, Expiration Date: 7/26/2020, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 16437904

Issue Date: 06/26/2020, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 06/24/2021

Issue Date: 08/02/2015, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 06/26/2020

Issue Date: 07/22/2009, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/08/2016

Issue Date: 08/10/2005, Amend License, CDL CLASS B, Endorsements: PS, Restrictions: None, Expiration Date: 04/08/2006

Issue Date: 08/07/2001, Renew License, CDL CLASS B, Endorsements: P, Restrictions: None, Expiration Date: 04/08/2006

Issue Date: 07/17/2001, Renew CDL Permit, CDL CLASS B LEARNER PERMIT, Endorsements: P, Restrictions: None, Expiration Date: 01/31/2002

Issue Date: 08/01/2000, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/08/2005

Issue Date: 05/26/2006, Renew CDL License, CDL CLASS B, Endorsements: PS, Restrictions: None, Expiration Date: 04/08/2010

Remarks

Remark Date:06/09/2021 Moved to OH 6/9/2021 12:00:00 AM

Remark Date:06/19/2007 Moved to VA 070619

* End of Driver Record *



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: PAMELA ANN HILGEMAN
DOB: 01/24/1975
STATUS: VALID as of 07/23/2021
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 23rd of July, 2021.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 07/23/2021 3:00 pm

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

PAMELA ANN HILGEMAN
7129 FOUR MILE RIDGE RD
NASHVILLE, IN 47448-8959

License number: 0030-51-7257
License type: OPERATOR
License expires: 01/24/2028
License status: VALID
SR22: Not needed

Birth date: 01/24/1975 Gender: FEMALE

Current points: 0
Social Security #:

Physical Description: Height: 5'5" Weight: 140lbs Hair color: BROWN Eye color: HAZEL Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Commercial Driver License (CDL) Information:

CDL Status: Voluntary Surrender
CDL Expires: 01/24/2010 [** Expired **]
CDL Class: B

CDL Endorsements: P S
CDL Restrictions: None

Commercial Learner Permit (CLP) Information:

CLP Expires: 01/31/2002 [** Expired **]
CLP Class: B

CLP Endorsements: P
CLP Restrictions: B

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

Medical Examiner's Certificate Information:

Medical Certificate Issue Date:
Medical Certificate Expire Date:
Medical Certificate Restriction Codes:
Medical Examiner's Name:
Medical Examiner's Phone Number:
Medical Examiner's Speciality Code:
Medical Examiner's Jurisdiction:
Medical Examiner's Jurisdiction License Number:
Medical Examiner's FMCSA National Registry Number:
Medical Exemption Effective Date:

** Continued on Next Page **

Medical Exemption Expiration Date:

SPE Exemption Effective Date:

SPE Exemption Expiration Date:

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

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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
11/13/2003	4	SPEEDING 76/55	11/07/2003	YORKTOWN TOWN / 18I010311IF08203			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	07/23/2021	7129 FOUR MILE RIDGE RD	NASHVILLE	IN	47448-8959
7	07/07/2021	7129 FOUR MILE RIDGE RD	NASHVILLE	IN	47448-8959
6	02/18/2020	AGAPE FLIGHTS DMG 25384, 100 AIRPORT AVENUE	VENICE	FL	34285-2609
5	07/22/2009	1913 NORWOOD PL	ANDERSON	IN	46011-2609
4	02/05/2004	3220 ARTHUR BLVD	ANDERSON	IN	46012-9538
3	02/05/2004	3220 ARTHUR BLVD	ANDERSON	IN	46012-9538
2	08/01/2000	5711 APPLECREEK APT A	ANDERSON	IN	46013
1	08/01/2000	5711 APPLECREEK APT A	ANDERSON	IN	46013

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
7	07/07/2021	7129 FOUR MILE RIDGE RD	NASHVILLE	IN	47448-8959
5	07/22/2009	1913 NORWOOD PL	ANDERSON	IN	46011-2609
3	02/05/2004	3220 ARTHUR BLVD	ANDERSON	IN	46012-9538

Credential Issuance

Interim Credential Issue Date: 7/7/2021, Expiration Date: 8/6/2021, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 18463999

Issue Date: 07/07/2021, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 01/24/2028

Interim Credential Issue Date: 6/26/2020, Expiration Date: 7/26/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16438120

Issue Date: 06/26/2020, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 06/24/2021

Issue Date: 08/02/2015, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 06/26/2020

Issue Date: 07/22/2009, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 01/24/2016

Issue Date: 08/10/2005, Renew License, CDL CLASS B, Endorsements: PS, Restrictions: None, Expiration Date: 01/24/2010

Issue Date: 11/10/2003, Amend License, CDL CLASS B, Endorsements: P, Restrictions: None, Expiration Date: 01/24/2006

Issue Date: 08/07/2001, Renew License, CDL CLASS B, Endorsements: P, Restrictions: B, Expiration Date: 01/24/2006

Issue Date: 07/20/2001, Renew CDL Permit, CDL CLASS B LEARNER PERMIT, Endorsements: P, Restrictions: B, Expiration Date: 01/31/2002

Issue Date: 08/01/2000, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 01/24/2005

Remarks

Remark Date:06/09/2021 Moved to OH 6/9/2021 12:00:00 AM

Remark Date:06/19/2007 Moved to VA 070619

* End of Driver Record *

Glenway Auto Center Florence
 5965 Centennial Circle
 Florence, KY. 41042
 Phone: 859-594-4727 Fax: 859-594-4729
 Complete Car Care

INVOICE

53142

Org. Est. # 047178

INVOICE

Work Completed : 04/22/2021

Date: 04/22/2021

KONA ICE
 5945 CENTENNIAL CIRCLE
 Florence, KY 41042
 513-720-2482 TERRI -- Cell 859-282-3203

2014 Chevrolet - Express 3500 - 4.8L, V8 (294CI) VIN(A)
 Lic # : Odometer In : 73821
 Unit # : KEV # 609
 VIN # : 1GB0G2BA9 E1214021

Part Description	I Number	Qty	Sale	Ext	Labor Description	Ext
------------------	----------	-----	------	-----	-------------------	-----

Org. Estimate	36.22	Revisions	0.00	Current Estimate	36.22
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Labor:	181.50
Parts:	631.06
Discount:	-25.00
SubTotal:	787.56
Tax:	47.28
Total:	834.82
Bal Due:	3834.82

[Payments -]
 Vehicle Received: 4/21/2021

Customer Number : 1425

Effective 10/16/2019 Warranty on PARTS AND LABOR is THREE YEARS OR 36000 MILES whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Maintenance items are excluded.

Signature _____ Date _____

Visit us on the web: www.glenway.com

Email Address: florence@glenway.com

Service Advisor : ACKERMAN, NICK, Tech :

Glenway Auto Center Florence
 5965 Centennial Circle
 Florence, KY. 41042
 Phone: 859-594-4727 Fax: 859-594-4729
 Complete Car Care

INVOICE

53142

Org. Est. # 047178

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Work Completed : 04/22/2021

Date: 04/22/2021

KONA ICE
 5945 CENTENNIAL CIRCLE
 Florence, KY 41042
 513-720-2482 TERRI -- Cell 859-282-3203

2014 Chevrolet - Express 3500 - 4.8L, V8 (294CI) VIN(A)
 Lic # : Odometer In : 73821
 Unit # : KEV # 609
 VIN # : 1GB0G2BA9 E1214021

Part Description	Number	Qty	Sale	Ext	Labor Description	Ext
OIL FILTER PF48F		1.00	7.54	7.54	CUSTOMER REQUESTS OIL CHANGE	31.50
DEXOS SYNTHETIC OIL 5W30		6.00	4.25	25.50	CHANGE OIL AND FILTER. CHECK AIR FILTER AND TOP OFF FLUID LEVELS. AIR TIRES TO PROPER PRESSURE. PERFORM BASIC SAFETY INSPECTION.	
NEXEN ROADIAN Size: LT245/75/16 15411NXK		4.00	141.48	565.92	REPLACED TIRES Symptoms: - REPLACE CUSTOMER SUPPLIED WHEELS. REPLACED TIRES. MOUNTED AND BALANCED. TRANSFERRED OVER SENSORS	150.00
Kentucky Tire Tax KTT		4.00	2.00	8.00	KONA INSPECTION Symptoms: - ***Vehicle Memo***	n/c
MEDIUM TIRE VALVE STEM TR414		4.00	3.49	13.96		
Shop Supplies				10.14		
PF48F 5W30 X 6 QTS						
[Discount] KONA FLEET DISCOUNT \$12.50 off parts, \$12.50 off labor						

[Recommendations]
 Perform Lube, Oil & Filter Exchange on 7/20/2021 or 77800 Miles.
 During our inspection, we found that the transmission fluid is dirty. Dirty or contaminated fluid will cause excessive wear on internal transmission parts and possibly failure. Recommend 100% transmission fluid flush right away.
 Due on mileage
 Our inspection showed your vehicles Power Steering Fluid is very dirty. We recommend a power steering fluid flush every 30,000 miles or every other year to condition seals and provide smooth operation. Contaminated fluid can cause power steering pump and or power steering rack & pinion failure which can result in a loss of steering ability.
 During our inspection we found that your vehicle needs to have a differential service performed. Your car's front differential transmits power from the engine and transmission through a set of gears to your front wheels. Depending on the make and model of your car, you might have an automatic or a manual front differential. An automatic is automatically shifted while you are driving. A manual is shifted by the operator.

Visit us on the web: www.glenway.com

Email Address: florence@glenway.com

Service Advisor : ACKERMAN, NICK, Tech :

Kona Ice / Oil Change and Courtesy Inspection

GLENWAY AUTO CENTER FLORENCE
5965 CENTENNIAL CIRCLE
FLORENCE, KY 41042
(859) 594-4727

KONA ICE
2014 CHEVROLET EXPRESS 3500
1GB0G2BA9E1214021
Odometer: 73821

Today's Requests

- **CUSTOMER REQUESTS OIL CHANGE**
- **REPLACED TIRES**
- **KONA INSPECTION**

OIL CHANGE INSPECTION

- **Warning lights on Prior to Repair**
- **Engine Oil**
- **Wiper Blades**
- **Headlights / Turn Signal / Marker Lights / Brake Lights**
- **Perform Battery Test**
- **Inspect Drive Belts**
- **Engine air filter**
- **Inspect Radiator & Hoses**
- **Inspect Exhaust System**

FLUIDS

Inspect Cooling System

Inspect Transmission Fluid

Recommendation: During our inspection, we found that the transmission fluid is dirty. Dirty or contaminated fluid will cause excessive wear on internal transmission parts and possibly failure. Recommend 100% transmission fluid flush right away.

Inspect Brake Fluid

Recommendation: Due on mileage

Inspect Power Steering Fluid

Recommendation: Our inspection showed your vehicles Power Steering Fluid is very dirty. We recommend a power steering fluid flush every 30,000 miles or every other year to condition seals and provide smooth operation. Contaminated fluid can cause power steering pump and or power steering rack & pinion failure which can result in a loss of steering ability.

Inspect Differential Fluid

Recommendation: During our inspection we found that your vehicle needs to have a differential service performed. Your car's front differential transmits power from the engine and transmission through a set of gears to your front wheels. Depending on the make and model of your car, you might have an automatic or a manual front differential. An automatic is automatically shifted while you are driving. A manual is shifted by the operator.

TIRES

Front Tire Tread Wear / Psi

Rear Tire Tread Wear / Psi

Rotate Tires/Tire Condition

BRAKES / SUSPENSION

Brake Lines and Hoses

Inspect Front Brakes

Technician Note: Upon inspection of your front brakes we found your brakes are in good shape at this time.

Inspect Rear Brakes

Technician Note: Upon inspection of your rear brakes we found that the brakes are in good shape at this time!

Inspect Ball Joints and Control Arm Bushings

Inspect Tie Rod Ends

Inspect Shocks/Struts

Inspect Rear Suspension

BODY

Exterior Damage

Interior Condition

Report Prepared On 4/22/2021

©2021 BOLT ON TECHNOLOGY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2021

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

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


PRODUCER Northern Kentucky Insurance PO Box 357 Hebron KY 41048		CONTACT NAME: Amie Turner PHONE (A/C, No, Ext): (859) 586-8580 E-MAIL ADDRESS: amie@cornerstoneinsllc.com FAX (A/C, No): (859) 586-8616	
INSURED JP Hilge LLC 7129 Four Mile Ridge Road Nashville IN 47448		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Company of New York INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SPP3805982	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured with regards to the operations of the named insured.

CERTIFICATE HOLDER Jackson County Health Department 801 W 2nd St. Seymour IN 47274	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Pamela Hilgeman
Name, Printed

Pamela Hilgeman
Signature

July 23, 2021
Date Release Signed

**State of Indiana
Office of the Secretary of State**

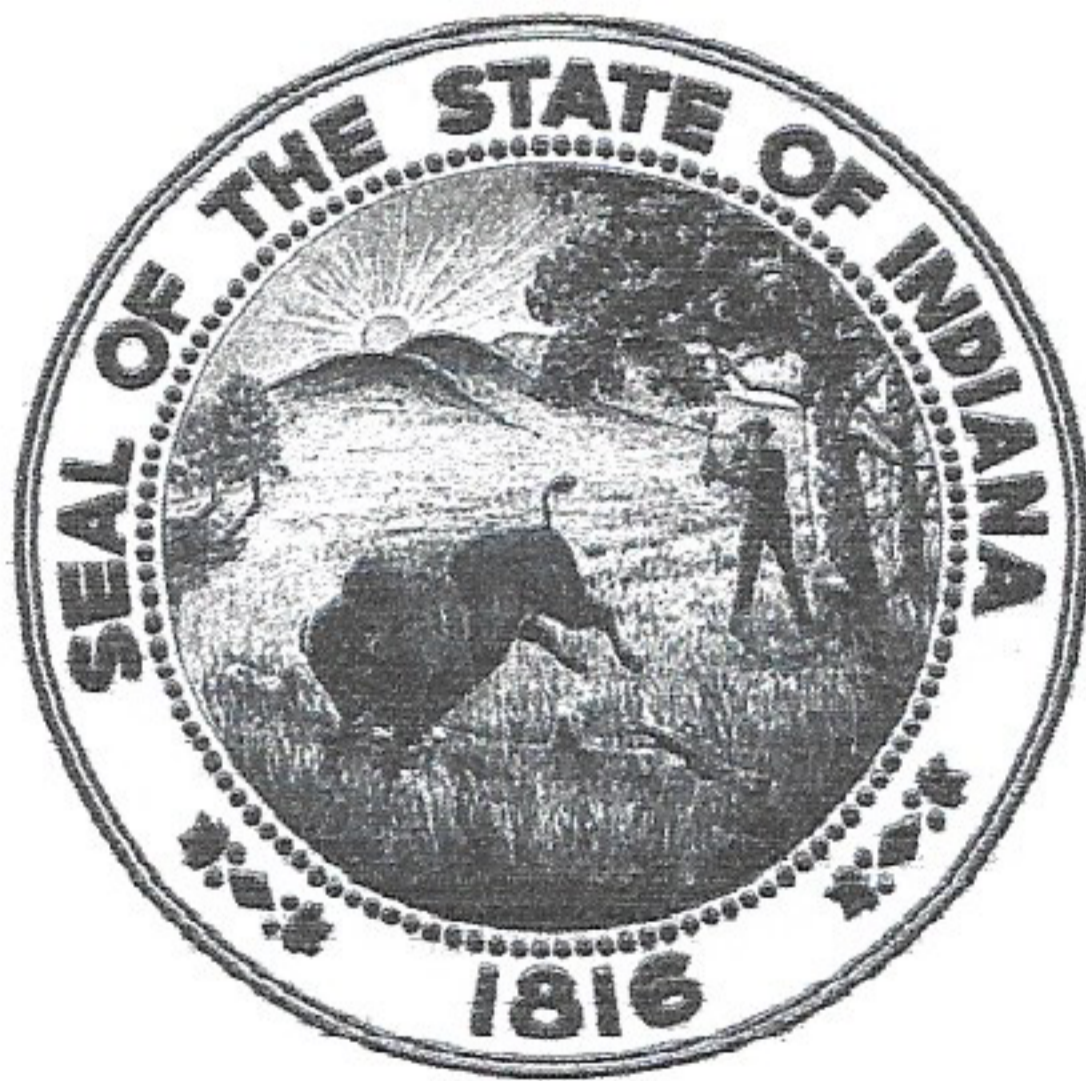
**Certificate of Assumed Business Name
of
J P HILGE, LLC**

I, HOLLI SULLIVAN, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Domestic Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

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

KONA ICE OF BROWN COUNTY

NOW, THEREFORE, with this document I certify that said transaction will become effective **Friday, July 02, 2021.**



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, **June 30, 2021.**

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN
SECRETARY OF STATE

202106241501806 / 9065152

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



REGISTERED RETAIL MERCHANT CERTIFICATE

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

KONA ICE FRANCHISE
7129 FOUR MILE RIDGE RD
NASHVILLE IN 47448-8959

FEIN **87-1380658**
LOC ID 0173326021-001
ISSUED July 02, 2021
EXPIRES August 31, 2023

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

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



J P HILGE
7129 FOUR MILE RIDGE RD
NASHVILLE IN 47448-8959

Robert J. Jenner

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

00000003000002627112004-498

(Cut or Fold Here)

Date of this notice: 06-24-2021

Employer Identification Number:
87-1380658

Form: SS-4

Number of this notice: CP 575 B

J P HILGE
PAMELA HILGEMAN MBR
7129 FOUR MILE RIDGE RD
NASHVILLE, IN 47448

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 87-1380658. 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

03/15/2022

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 JPHI. 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: 06-24-2021
EMPLOYER IDENTIFICATION NUMBER: 87-1380658
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

J P HILGE
PAMELA HILGEMAN MBR
7129 FOUR MILE RIDGE RD
NASHVILLE, IN 47448

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: Pamela Hilgeman

Signature: Pamela Hilgeman

Date: July 23, 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: Pamela Hilgeman

Signature: Pamela Hilgeman

Date: July 23, 2021



Tropical Shaved

KONA ICE

WE USE
**NUTRITIOUS
DELICIOUS**



FLAVORWAVE

Small	Medium	Large
Blue	Green	Red
Orange	Yellow	Purple
White	Black	Grey

50
MILLION
PEOPLE
LOVE
KONA ICE

BOOK
KONA
ICE FOR YOU!

**KONA
ICE**
← 0 MILES

Tropical Shaved
**KONA
ICE**

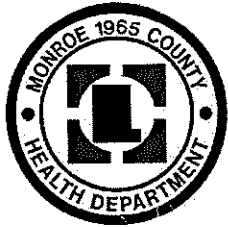
KONA-ICE.COM

Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



KONA ICE OF BROWN COUNTY
JASON AND PAMELA HILGEMAN
COMMISSARY @ 118 SHADOWLAWN DRIVE
FISHERS, IN 46038

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.

JUL 27 2021

Issued _____

By _____

Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-40**

**Mobile Vendor in Public Right of Way
JP Hilge LLC DBA Kona Ice of Brown County**

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, JP Hilge LLC, DBA Kona Ice of Brown County (“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 August 3, 2021, and ending on August 3, 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.

RESOLUTION 2021-40

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

ADOPTED THIS 3rd DAY OF AUGUST, 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 **2021-40** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jason Hilgeman, Owner
JP Hilge LLC DBA Kona Ice of Brown County

Date: _____



Board of Public Works Staff Report

Project/Event: Black Lives Matter Mural -Jordan Avenue - Encroachment

Petitioner/Representative: ESD, Public Works

Staff Representative: Adam Wason, Public Works Director

Report: The City of Bloomington Economic & Sustainable Development Department, Office of the Mayor, Community Family Resources Department, and the Public Works Department endorse the painting of a Black Lives Matter mural on Jordan Avenue adjacent to the IU Neil Marshall Black Cultural Center in partnership with the IU Provost's Office and the Black Collegians student group. This community project is requesting the Board of Public Works to permit this use of a public right of way and join in this public display of support for our Black and Brown residents who have been fighting for justice. This request is coming to the Board of Public Works after the project was completed due to an oversight by staff as City personnel transitioned out of the organization. Intentions were always to work with IU and this student group, and have this before the Board in early June. Due to the oversight, we are requesting after the fact approval.

Board of Public Works

Staff Report

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/30/2021	Payroll				473,588.80
					<u>473,588.80</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 **\$ 473,588.80**

Dated this 3rd day of August 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: Change Order #10 for the West 17th Street Reconstruction Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: August 3, 2021

Change Order #10 would adjust the contract amount for overruns and underruns on several contract quantities. The two main items that overran were asphalt and curb & gutter. Additional areas for paving and curb & gutter were partially responsible for these overages, as well as the estimated quantities being low for these items. This change order would also include an adjustment to the contract amount due to an increase in the cost of bonding.

The original contract amount for the project was \$3,026,526.18. Change Order #10 would result in an increase to the contract of \$56,760.11. The new contract sum would be \$3,453,676.46.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant. The change order is contingent upon approval from the Redevelopment Commission.

City of Bloomington Contract and Purchase Justification Form

Vendor: Reed and Sons Construction

Contract Amount: \$3,026,526.18

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 4

	Yes	No
Met city requirements?	<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"/>

Was the lowest cost selected? (If no, please state below why it was not.)

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Reed and Sons Construction was the lowest responsive and responsible bidder.

Matt Smethurst

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

West 17th Street Reconstruction Project Contract Adjustmenst for Pay Items

Pay Items Over Contract Amount					
Pay Item	Description of Work	Unit Cost	Units	%Over/Under	Pay Amount
14	Pipe, Remove	\$10.00/LFT	140	42.42	\$1,400.00
23	Structural Backfill	\$34.00/CYD	85	2.77	\$85.00
25	Compacted Aggregate	\$27.00/TON	18	18.37	\$486.00
28	QC/QA Surface	\$96.00/TON	21.19	4.95	\$2,034.24
29	QC/QA Intermediate	\$76.00/TON	196.16	28.3	\$14,756.16
30	QC/QA Base	\$69.00/TON	257.9	31.49	\$17,795.10
32	Joint Adhesive	\$0.40/LS	267	14.54	\$106.80
36	HMA for Sidewalk	\$127.00/TON	61.61	19.31	\$7,824.47
38	Curb Ramp, Concrete	\$127.00/SYS	38.12	33.15	\$4,841.24
39	Det. Warning Surfaces	\$250.00/SYS	1.33	5.54	\$332.50
41	Curb, Integral, Concrete	\$43.00/LF	40	142.86	\$1,720.00
42	Curb, Concrete	\$28.00/LF	169	47.21	\$4,732.00
43	Curb & Gutter	\$21.00/LF	710	24.35	\$14,910.00
45	HMA for Approaches	\$120.00/TON	71.95	34.1	\$8,634.00
46	PCCP for Approaches 6"	\$59.00/SYS	0.67	0.11	\$39.53
47	PCCP for Approaches 9"	\$73.00/SYS	26.73	15.1	\$1,951.29
48	Mailbox Assembly	\$230.00/EACH	3	16.67	\$690.00
51	Rip Rap	\$48.00/TON	8	53.33	\$384.00
62	Pipe, Type 2	\$22.00/LFT	140	5.69	\$3,080.00
76	Manhole, C4	\$2,900.00/EACH	1	3.85	\$2,900.00
81	Rd Closure Sign Assy	\$500.00/EACH	1	20	\$500.00
87	Sign Post, Type I	\$14.00/LFT	33.5	34.9	\$469.00
90	Sign, Sheet with Legend	\$34.00/SFT	16	22.94	\$544.00
97	Raised Pavement Mark	\$140.00/EACH	34	130.77	\$4,760.00
109	Water Main 12'	\$244.00/LFT	8	28.57	\$1,952.00
110	Water Main 8"	\$104.00/LFT	10	17.88	\$1,040.00
143	CBU Fees	\$13,500.00/LS	0.01	1.17	\$158.00
144	Water Meter & Service	\$900.00/EACH	1	5.88	\$900.00
Total Amount Over					\$99,025.33
Pay Items Under Contract Amount					
Pay Item	Description of Work	Unit Cost	Units	%Over/Under	Pay Amount
33	Liquid Asphalt Sealant	\$0.50/LFT	1,836	-100	\$918.00
37	Sidewalk, Concrete	\$46.00/SYS	122.07	-10.84	\$5,615.22
58	Concrete, B Footings	\$286.00/CYS	39	-6.95	\$11,154.00
82	Construction Sign, A	\$200.00/EACH	3	-37.5	\$600.00
83	Detour Marker Assy	\$130.00/EACH	1	-5.26	\$130.00
86	Sign, Sheet, Remove	\$160.00/EACH	1	-100	\$160.00
119	Line Stop 24"	\$26,500.00/EACH	0.66	-32.87	\$17,420.00
125	Pipe, Abandon	\$25.00/LFT	322	-66.8	\$8,050.00
146	Casing Pipe 4"	\$7.00/LFT	10	-9.52	\$70.00
Total Amount Under					\$44,117.22
Contract Adjustment Amount					\$54,908.11



Reed and Sons Construction, Inc.
 299 Moorman Road
 Bloomington, IN 47403

INVOICE

Fold Here

<u>BOND #</u> HSA-MW-3221-1	<u>INVOICE #</u> 36377	<u>EFFECTIVE DATE</u> 6/1/2021	<u>EXPIRATION DATE</u> 6/2/2021
<u>PRINCIPAL</u> Reed and Sons Construction, Inc.			
<u>OBLIGEE</u> City of Bloomington			
<u>CARRIER</u> Hudson Insurance Company			
<u>PROJECT DESCRIPTION</u> City of Bloomington - Planning & Transportation Department: 17th Street Reconstruction			
<u>BOND DESCRIPTION</u>		<u>SAA CODE</u>	<u>PRODUCER</u> Dan Gibson
<u>BOND AMOUNT</u> \$3,396,916.35	<u>PREMIUM DUE</u> \$21,585.00	REED AND SONS	
		<u>INVOICE AMOUNT</u> \$1,852.00	
Bond/Contract Amount Old Bond Amount: \$3,026,526.18 New Bond Amount: \$3,396,916.35 Change Amount: \$370,390.17 Old Premium: \$19,733.00 New Premium: \$21,585.00 Change Premium: \$1,852.00		6.30	
		Net Due \$1,852.00	

PLEASE REFERENCE BOND AND / OR INVOICE NUMBER ON CHECK

06/01/2021

2626 49th Drive, Franksville, WI 53126

CHANGE ORDER



Project Name:
West 17th Street Reconstruction

Change Order Number: 10

Date of Change Order: Friday, July 23, 2021

Contractor:
Reed and Sons Construction, Inc.
299 Moorman Road
Bloomington, IN 47403

Engineer's Project #:

NTP Date: Monday, April 1, 2019
Allowable Calendar Days: 215 (includes holiday's)
Previous Completion Date: Friday, June 19, 2020

Requested By:

Owner	X
Engineer	
Contractor	
Field	
Other	

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Additional Bonding	1	\$1,852.00 / Lump Sum	\$1,852.00
2	Overruns and Underruns on Contract Pay Items	1	\$54,908.11 / Lump Sum	\$54,908.11
3			/	
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	<u>\$3,026,526.18</u>
The net change by previously authorized Change Orders:	<u>\$370,390.17</u>
The Contract Sum prior to this Change Order was:	<u>\$3,396,916.35</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$56,760.11</u>
 The new Contract Sum including this Change Order will be:	 <u>\$3,453,676.46</u>
The Contract Time will be changed by:	<u>0 Calendar Days</u>
 The date of Substantial Completion as of the date of this Change Order therefore is:	 <u>Friday, June 19, 2020</u>

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have **NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**)

<u>Engineering Department</u> ENGINEER	<u>Reed and Sons Construction, Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
401 North Morton Street ADDRESS	299 Moorman Road Bloomington, IN ADDRESS	401 North Morton Street ADDRESS
Andrew Cibor TYPED / PRINTED NAME	_____ TYPED / PRINTED NAME	Dana Henke TYPED / PRINTED NAME
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE



Board of Public Works Staff Report

Project/Event: Request from CRG Residential for Dumpster and POD Placement in Right of Way

Staff Representative: Emily Herr

Petitioner/Representative: Chris Lock, CRG Residential

Date: 8/3/2021

CRG Residential is requesting to use 5 parking spaces in a residential parking zone for a dumpster and POD storage container between 8/3 – 8/16. The contractor is performing interior work at 316 N. Washington Street. These spaces are in a residential parking zone and the contractor has a permit which will expire on 8/3. This extension requires BPW approval since it exceeds 14 days total. The requested location is on the south side of E. 8th Street between N. Washington Street and the North/South alley to the east. The contractor has already paid for both the original permit and the requested extension.

July 29, 2021

Board of public Works

City of Bloomington

401 North Morton Street

Bloomington, IN 47404

Re: 316 N Washington/ 8th street parking restrictions

Dear Board Members,

CRG Residential is currently rehabbing the property at the southeast corner of 316 N. Washington street and 8th street. We currently have a parking permit to occupy 5 spaces for our dumpster and storage container, however it will expire on 8-2-21. Unfortunately, due to unforeseen circumstances our renovations will take longer than the original permitted time frame. We are requesting a 2 week extension with a completion date no later than 8-16-21.

CRG Residential will continue to abide by all parking regulations. Thank you for your consideration and help with this urgent matter.

Kind regards,

Chris Lock

Superintendent

CRG Residential

Clock@crgresidential.com

805 City Center Dr.

Suite 160

Carmel IN, 46032



Storage Container | Dumpster

Steigerwald Anne M

Google

The Manor

Selection Basket

Drawer DRAWER 2 [Add Misc. Item]
 Items 0 [Clear Basket]
 Total \$0.00 [Check Out]



BLOOMINGTON / Lori

- Edit Customer
- Delete Customer
- Add Balance To Basket
- Record NSF Check
- Reserve Permit
- Pay Out Account Balance
- Send Email
- Generate Letter
- Merge Customer
- Apply Fee
- Adjust Fee(s)
- Print Record
- View Letter History
- View Activity History
- View Financial History
- Create
- Search
- Recent
- Financial
- Cash Drawer
- Processing
- Configuration
- My Settings
- My Dashboard
- Manage My Dashboard

CRG RESIDENTIAL *Edit Customer*

Customer Type Group

First Name CHRIS

Middle Name A

Last Name LOCK

Group Name CRG RESIDENTIAL

PowerPark Account#

Classification No Classification

Subclassification NO CLASSIFICATION

Disallow Checks No

Scofflaw Flag No

Balance Due \$0.00

Account Balance \$0.00

Home Phone 317-372-5271

Work Phone 317-372-5271

Other Phone (Cell) 317-372-5271

Modify Date 7/16/2021 8:49:41 AM

Customer UID 248758

Phone4 - other

Password GtXsBfQk3Kw=

Security Question

Security Answer

Transfer to Court

ENT_PIN

Permit Zone

Addresses (1) [Add] [Priority] [Relations]

Effective Rank	Type	Address
1	Permanent	805 City Center Drive Suite 160 Carmel, INDIANA 46032

...Include Historical (0)

Vehicles (0) [Link] [Relations]

License Plate	Type	Vehicle Description	End Date	Amount Due
---------------	------	---------------------	----------	------------

...Include Historical (0)

Permits (1) [Sell] [Relations]

Permit Number	Status	Effective Date	Expiration Date	Permit Amount Due	Control Group
PDM20211002	Active	7/19/2021	8/2/2021	\$0.00	POD/DUMP/MOV PERMIT-ZONE 4

Permit Amount Due = \$0.00

...Include Historical (0)

Citations (0)

Citation Number	Issue Date	Location	Amount Due	Violation Code	License Plate
-----------------	------------	----------	------------	----------------	---------------

...Include Historical (0)

Receipts (2)

Receipt Number	Date	Payment Method	Amount
358772	7/15/2021	Credit Card	\$1,410.00
358748	7/15/2021	No Charge	\$0.00

Amount = \$1,410.00

...Include Historical (0)

Appeals (0)

Appeal Number	Appeal Date	Appeal Status	Hearing Date	Amount Due
---------------	-------------	---------------	--------------	------------

...Include Historical (0)

Boot/Tows (0)

Boot/Tow UID	Boot Tow Status	License Plate	Date	Amount Due
--------------	-----------------	---------------	------	------------

...Include Historical (0)

Bulk Permits (0) [Add]

Number	Sold Date	Effective Date	Control Group	Permit Count	Amount Due
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...Include Historical (0)

Payment Plans (0)

Payment Plan ID	Plan Amount	Amount Outstanding	Modify Date
-----------------	-------------	--------------------	-------------

...Include Historical (0)

Email Addresses (1) [Add] [Priority] [Relations]

Effective Rank	Type	Email Address
1	Personal	clock@crgresidential.com

...Include Historical (0)

Properties (0) [Link] [Relations]

Relationship

Property Name ▲	Street Number	Street Name	Permit District
...Include Historical (0)			

Notes (3) [Add]

Modify Date ▼	Note Type	Note Text
7/28/2021	NB POD Dumpster Moving Permits	1. Location requested 316 N. Washington st. Same location as current permits 2. Number of spaces 5 3. Nature of request Storage container and dumpster 4. Dates requested 8-3-21 thru 8-17-21 5. Start time and end time 24 hrs
7/16/2021	General	REFUNDED \$400.00, WAS OVERCHARGED FOR DUMPSTER, WAS CHARGED FOR SATURDAY AND SUNDAY IN THE NEIGHBORHOOD
7/15/2021	NB POD Dumpster Moving Permits	1. Location requested 316 N. washington st. (north side of building along 8th st.) 2. Number of spaces 5 spaces 3. Nature of request construction dumpster and storage container 4. Dates requested 7-19-21 thru 8-4-21 5. Start time and end time start time 7:00 a.m. end time 7:00 p.m.
...Include Historical (0)		

Account Balance (0)

Remaining	Original Transaction	Credit Uid	Created ▼	Type	Source	Reference Text
...Include Historical (0)						

*Do not enter sensitive cardholder information in text fields.
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Selection Basket

Drawer DRAWER 2 [Add Misc. Item]
 Items 0 [Clear Basket]
 Total \$0.00 [Check Out]



BLOOMINGTON / Lori

- Reprint Receipt
- Reverse Receipt
- View Financial History
- View Activity History

- Create
- Search
- Recent
- Financial
- Cash Drawer
- Processing
- Configuration
- My Settings
- My Dashboard
- Manage My Dashboard

358772 Reprint Receipt

Receipt Number 358772
Date 7/15/2021
Payment Method Credit Card
Reference 6886483585
Agency
Amount Before Tax \$1,410.00
Amount \$1,410.00
User WEB
Cash Drawer WEB PAYMENTS
Session ID 18828
Is Historical No
Batch
Receipt Override Reason
Receipt Override Comments
Modify Date 7/15/2021
Card Scheme

Customers (1)

Name	Primary ID	Group Name
CRG RESIDENTIAL		CRG RESIDENTIAL

Financial Transactions (1)

Transaction Description	Creation Date	Due Date	Amount
Payment - Permit (PDM20211002)	7/15/2021		(\$1,410.00)

Permits (1)

Permit Number	Status	Effective Date	Expiration Date	Permit Amount	Control Group
PDM20211002	Active	7/19/2021	8/2/2021	\$0.00	POD/DUMP/MOV PERMIT-ZONE 4

...Include Historical (0)

Replacement Transactions (0)

Description	Replacement Number	Date
-------------	--------------------	------

Citations (0)

Citation Number	Issue Date	Amount Due	Violation Code	License Plate
-----------------	------------	------------	----------------	---------------

Appeals (0)

Appeal Number	Appeal Date	Appeal Status	Hearing Date	Amount Due
---------------	-------------	---------------	--------------	------------

Boot/Tows (0)

Type	Boot Tow	Status	Date	Amount Due
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Bulk Permits (0)

Number	Sold Date	Control Group	Permit Count	Amount Due
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Payment Plans (0)

Payment Plan ID	Plan Amount	Amount Outstanding	Modify Date
-----------------	-------------	--------------------	-------------

Events (0)

Event Title	Start Date/Time	End Date/Time	Balance Due
-------------	-----------------	---------------	-------------

Prepaid Citations (0)

Citation Number	Amount Due	License Plate State	License Plate Number	Full Name
-----------------	------------	---------------------	----------------------	-----------


Invoices (0)


Number	Invoice Date	Amount Invoiced	Balance Due
--------	--------------	-----------------	-------------

Third Parties (0)

Name

Refunded \$400.00
 overcharged included
 weekends.
 LG

 Notes (0) [Add]
Modify Date ▼ Note Type Note Text

 Credit Card Transactions (0)
Date ▼ Success? Authorization Number Amount

Carpool Membership (0)
Carpool Membership ▼ Carpool Participant Amount Due

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Selection Basket

Drawer DRAWER 2 [Add Misc. Item]
 Items 0 [Clear Basket]
 Total \$0.00 [Check Out]



BLOOMINGTON / Lori

- Reprint Receipt
- Reverse Receipt
- View Financial History
- View Activity History

359518 Reprint Receipt

Receipt Number 359518
Date 7/30/2021
Payment Method Credit Card
Reference 6939471789
Agency
Amount Before Tax \$1,010.00
Amount \$1,010.00
User WEB
Cash Drawer WEB PAYMENTS
Session ID 18875

Is Historical Batch No

Receipt Override Reason
Receipt Override Comments 7/30/2021
Modify Date
Card Scheme

Customers (1)

Name ▲	Primary ID	Group Name
CRG RESIDENTIAL		CRG RESIDENTIAL

Financial Transactions (1)

Transaction Description	Creation Date ▲	Due Date	Amount
Payment - Permit (PDM20211004)	7/30/2021		(\$1,010.00)

Permits (1)

Permit Number ▲	Status	Effective Date	Expiration Date	Permit Amount	Control Group
PDM20211004	Issued	8/3/2021	8/16/2021	\$0.00	POD/DUMP/MOV PERMIT-ZONE 4

...Include Historical (0)

Replacement Transactions (0)

Description	Replacement Number	Date ▼
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Citations (0)

Citation Number	Issue Date ▼	Amount Due	Violation Code	License Plate
-----------------	--------------	------------	----------------	---------------

Appeals (0)

Appeal Number ▼	Appeal Date	Appeal Status	Hearing Date	Amount Due
-----------------	-------------	---------------	--------------	------------

Boot/Tows (0)

Type	Boot Tow	Status	Date ▼	Amount Due
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Bulk Permits (0)

Number ▲	Sold Date	Control Group	Permit Count	Amount Due
----------	-----------	---------------	--------------	------------

Payment Plans (0)

Payment Plan ID	Plan Amount	Amount Outstanding ▼	Modify Date
-----------------	-------------	----------------------	-------------

Events (0)

Event Title ▲	Start Date/Time	End Date/Time	Balance Due
---------------	-----------------	---------------	-------------

Prepaid Citations (0)


Citation Number ▼	Amount Due	License Plate State	License Plate Number	Full Name
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Invoices (0)

Number	Invoice Date ▼	Amount Invoiced	Balance Due
--------	----------------	-----------------	-------------


Third Parties (0)

Name ▲

 Notes (0)

[Add]

Modify Date ▼	Note Type	Note Text
---------------	-----------	-----------

 Credit Card Transactions (0)

Date ▼	Success?	Authorization Number	Amount
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Carpool Membership (0)

Carpool Membership ▼	Carpool Participant	Amount Due
----------------------	---------------------	------------

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Board of Public Works Staff Report

Project/Event: Replacement of Blinds at Fire Station #2
Petitioner/Representative: Department of Public Works, Facilities Division
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: August 3, 2021

This contract is for replacement of blinds in the bedrooms and weight room of Fire Station #2. Quotes were solicited from three sources.

Quotes are as follows:

Discount Blinds and Verticals - \$3,164.00

Budget Blinds - \$3,183.36

Sheer Elegance - \$3,771.00

Staff has reviewed all submissions and Discount Blinds and Verticals was the most responsive and lowest bidder.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, flowing style.

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

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

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

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

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

Print/Type Name

Print/Type Title

Department



Discount Blinds & Verticals, Inc.

3910 S. Walnut St.
 Bloomington, IN 47401-7409
 (812)333-8412

ESTIMATE

DATE	ESTIMATE NO.
5/14/2021	2224

NAME / ADDRESS
City of Bloomington P.O. Box 100 Bloomington, IN 47402

TERMS	LOCATION OF SERVICE
Due upon receipt	Station #2 Living Quarters

ROOM	DESCRIPTION	qty	AMOUNT
Rec	Parasol Cellular Shades by Lafayette with Accu-Rise- Catalina 3/4" Light Filtering - Color/Beach	3	840.80
Sleeping	Parasol Cellular Shades by Lafayette with Accu-Rise- Bermuda 3/4" Room Darkening - Color/Beach	8	2,323.20
	TAX EXEMPT		

<p>Consider Discount Blinds & Verticals, Inc. for all your window treatment needs !</p>		TAX (7.0%)	\$0.00
<p><i>If products are mixed and matched, please remember to add sales tax to the price for each item, only the total on this page includes the tax. Thank you.</i></p>		TOTAL	\$3,164.00

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
DISCOUNT BLINDS AND VERTICALS, INC.
FOR
REPLACEMENT OF BLINDS AT FIRE STATION #2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Discount Blinds and Verticals, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Blinds at Fire Station #2**, (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 **Three Thousand, One Hundred and Sixty-Four Dollars (\$3,164.00)**. 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** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its 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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
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.

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

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.

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he 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 Public Works Dept.	Discount Blinds and Verticals, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Bob & Paula Patton
P.O. Box 100 Suite 120	3910 S. Walnut St
Bloomington, Indiana 47402	Bloomington, IN 47401

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

Discount Blinds and Verticals, Inc.

BY:

BY:

Dana Henke, President

Bob Patton, Authorized Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Installation of Blinds at Fire Station #2

This project shall include, but is not limited to:

- Installation of Parasol Cellular Shades with Accu-Rise-Catalina 3/4" Light Filtering in Recreation Room
- Installation of Parasol Cellular Shades with Accu-Rise-Bermuda 3/4" Room Darkening in Sleeping Quarters

ATTACHMENT 'B'

Trench Safety Affidavit

Not Required for this Project

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
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.
- 5.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

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 _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Replacement of Flooring at FS#2
Petitioner/Representative: Department of Public Works, Facilities Division
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: August 3rd, 2021

This contract is for the replacement of flooring at Fire Station #2. Quotes were solicited from three sources. Three quotes were received. The Quotes are as follows:

Carpets Plus ColorTile - \$8,124.71

Wylie's Floor Covering -\$10,482.77

Bounds Flooring - \$11,080.87

Staff has reviewed the bids and found Carpets Plus ColorTile to be the most responsive and lowest bidder.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Carpets Plus ColorTile

Contract Amount: \$8,124.71

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested.

# of Submittals: 3	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"/>		<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:

They were the lowest and most responsive bidder.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
CARPETS PLUS COLORTILE
FOR
REPLACEMENT OF FLOORING AT FIRE DEPARTMENT #2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Carpets plus Colortile. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Flooring at Fire Department #2**, (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 Quote 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 Eight Thousand, One Hundred Twenty-Four Dollars and Seventy-One Cents (\$8,124.71). 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** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its 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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
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 vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he 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 Public Works	Carpet Plus ColorTile
Attn: J.D. Boruff, Facilities Director	Attn: Greg Taggart
P.O. Box 100	1180 S. Liberty Drive Suite 160
Bloomington, Indiana 47402	Bloomington, IN 47403

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

Carpets Plus ColorTile

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

REPLACEMENT OF FLOORING AT HEADQUARTERS FIRE STATION #2

This project shall include, but is not limited to:

1. Moving Furniture, weights, and appliances
2. Floor Prep in all rooms
3. Removal and installation in Kitchen
4. Removal and installation of flooring in 8 sleeping rooms
5. Removal of VCT in weight room only
6. Installation in weight room

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this 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

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*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 _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
 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

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

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 _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Claim Register

Invoice Date Range 07/20/21 - 08/06/21

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				
Stephanie Hays	01-refund adoption fee/rabbies vac-canine-7/16/21		08/06/2021	55.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$55.00</u>
		Transactions		
Account 43460 - Medical				
Stephanie Hays	01-refund adoption fee/rabbies vac-canine-7/16/21		08/06/2021	15.00
	Account 43460 - Medical Totals	Invoice 1		<u>\$15.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-file folders, markers		08/06/2021	12.42
	Account 52110 - Office Supplies Totals	Invoice 1		<u>\$12.42</u>
		Transactions		
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-Antibiotic antifungal		08/06/2021	131.88
313 - Fastenal Company	01-credit-refund for roll paper towels-Inv. INBLM222308		08/06/2021	(17.02)
313 - Fastenal Company	01-credit-refund for roll paper towels-Inv. INBLM221124		08/06/2021	(17.02)
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/puppy/kitten food-7/16/21		08/06/2021	369.60
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-7/16/21		08/06/2021	162.08
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-7/9/21		08/06/2021	468.96
3929 - IDEXX Laboratories, INC	01-F/F, HTW, Parvo diagnostic tests		08/06/2021	1,605.53
4633 - Midwest Veterinary Supply, INC	01-needles-7/8/21		08/06/2021	16.20
4633 - Midwest Veterinary Supply, INC	01-rabbit food-Timothy hay-7/9/21		08/06/2021	36.54
4633 - Midwest Veterinary Supply, INC	01-credit-Partnership Program Rebate-7/9/21		08/06/2021	(86.68)
4633 - Midwest Veterinary Supply, INC	01-milk replacer, supportive therapy, syringes-7/6/21		08/06/2021	161.70



Board of Public Works Claim Register

Invoice Date Range 07/20/21 - 08/06/21

4633 - Midwest Veterinary Supply, INC	01-syringes, supportive therapies-6/29/21		08/06/2021	198.26
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L, XL)-6/29/21		08/06/2021	173.63
4633 - Midwest Veterinary Supply, INC	01-wormer-6/25/21		08/06/2021	309.22
4633 - Midwest Veterinary Supply, INC	01-antibiotics, milk replacer, pain meds-7/9/21		08/06/2021	584.73
4633 - Midwest Veterinary Supply, INC	01-sanitizer-rescue concentrate 55 gallon-7/12/21		08/06/2021	1,474.34
4633 - Midwest Veterinary Supply, INC	01-credit-return corrected bill-Inv. 14389653-000		08/06/2021	(363.79)
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), fluids, syringes-7/6/21		08/06/2021	304.46
4574 - John Deere Financial (Rural King)	01-bedding		08/06/2021	249.50
Account 52210 - Institutional Supplies Totals			Invoice 19 Transactions	\$5,762.12
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	01-sheet roll towels-7/8/21		08/06/2021	54.53
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1 Transactions	\$54.53
Account 53220 - Postage				
205 - City Of Bloomington	01-send certified mail-6/24/21		08/06/2021	14.00
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/10/21		08/06/2021	22.82
4487 - PMB East, INC (PakMail)	01-BOH shipping-7/7/21		08/06/2021	30.32
Account 53220 - Postage Totals			Invoice 3 Transactions	\$67.14
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-6/9-7/9/21	BC 2018-03	07/26/2021	1,673.81
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	\$1,673.81
Account 53610 - Building Repairs				
1537 - Indiana Door & Hardware Specialties, INC	19-SA Labor to Adjust Door @ ACC. Inv# 7115AA	BC 2021-22	08/06/2021	75.00
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	\$75.00
Program 010000 - Main Totals			Invoice 28 Transactions	\$7,715.02



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Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-diagnostics-7/3 & 7/6/21		08/06/2021	462.34
6529 - BloomingPaws, LLC	01-emergency services-7/15 & 7/19/21		08/06/2021	486.02
6529 - BloomingPaws, LLC	01-diagnostic & emergency visit-7/13 & 7/14/21		08/06/2021	182.06
175 - Monroe County Humane Association, INC	01-exams, dental surgery, bloodwork-7/13/21		08/06/2021	868.33
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-7/13/21		08/06/2021	717.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-7/6/21		08/06/2021	472.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-7/20/21		08/06/2021	990.13

Account **53130 - Medical** Totals Invoice 7 \$4,178.88

Transactions Invoice 7 \$4,178.88

Program **010001 - Donations Over \$5K** Totals Invoice 7 \$4,178.88

Transactions Invoice 35 \$11,893.90

Department **01 - Animal Shelter** Totals Invoice 35 \$11,893.90

Transactions

Department 02 - Public Works

Program 020000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	02-AAA batteries, Wite-out and Binder clips for PW Admin		08/06/2021	24.82
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Account **52110 - Office Supplies** Totals Invoice 1 \$24.82

Transactions

Account 52330 - Street, Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-David Dr/patching-354.35 tons-6/23-6/24/21	BC 2020-78	08/06/2021	16,536.70
19278 - Milestone Contractors, LP	20-surface-Olive St/patching-171.33 tons-6/29/21	BC 2020-78	08/06/2021	7,984.77
19278 - Milestone Contractors, LP	20-surface-North Dr/patching-253.82 tons-7/14-7/15/21	BC 2020-78	08/06/2021	11,908.76
19278 - Milestone Contractors, LP	20-surface-North Dr/patching-401.05 tons-7/7-7/8/21	BC 2020-78	08/06/2021	18,759.22

Account **52330 - Street, Alley, and Sewer Material** Totals Invoice 4 \$55,189.45

Transactions

Account 53910 - Dues and Subscriptions



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4498 - American Public Works Association	02- Membership Renewals for PW Personnel		08/06/2021	2,160.00
	Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$2,160.00</u>
			Transactions	
Account 53990 - Other Services and Charges				
2260 - Republic Services, INC	02-Landfill Charges for W.3rd Homeless Camp Clean-Up.		08/06/2021	284.25
7627 - River Town Construction, LLC	20-Sidewalk Project on West 6th Street North Elm-RCVR	BC 2020-108	08/06/2021	12,009.09
	Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$12,293.34</u>
			Transactions	
	Program 020000 - Main Totals		Invoice 8	<u>\$69,667.61</u>
			Transactions	
Program 02RCVR - Recover Forward				
Account 54310 - Improvements Other Than Building				
7627 - River Town Construction, LLC	20-Sidewalk Project on West 6th Street North Elm-RCVR	BC 2020-108	08/06/2021	136,787.50
7627 - River Town Construction, LLC	20-Sidewalk Project on West 6th Street North Elm Escrow-RCVR	BC 2020-108	08/06/2021	12,462.50
	Account 54310 - Improvements Other Than Building Totals		Invoice 2	<u>\$149,250.00</u>
			Transactions	
	Program 02RCVR - Recover Forward Totals		Invoice 2	<u>\$149,250.00</u>
			Transactions	
	Department 02 - Public Works Totals		Invoice 10	<u>\$218,917.61</u>
			Transactions	
Department 03 - City Clerk				
Program 030000 - Main				
Account 52110 - Office Supplies				
501 - Karl Clark (KC Designs)	03-add'l cost for tinted/safety window envelopes (1,000)		08/06/2021	60.00
20152 - Municipal Code Corporation	03-Supplement 39 to the Code of Ordinances		08/06/2021	992.76
	Account 52110 - Office Supplies Totals		Invoice 2	<u>\$1,052.76</u>
			Transactions	
	Program 030000 - Main Totals		Invoice 2	<u>\$1,052.76</u>
			Transactions	
	Department 03 - City Clerk Totals		Invoice 2	<u>\$1,052.76</u>
			Transactions	
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				



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Account 52110 - Office Supplies

6530 - Office Depot, INC	04 - Miscellaneous Office Supplies - Calendar & Laminating	08/06/2021	8.99
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Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$8.99
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Account 53170 - Mgt. Fee, Consultants, and Workshops

7784 - Stefan Reiss	04-MOU with Stefan Reiss for Trades Plaza Sculpture Design	08/06/2021	6,250.00
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Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	\$6,250.00
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Account 53910 - Dues and Subscriptions

7082 - ICLEI-Local Governments for Sustainability USA INC	04-Annual Membership 10-01-2021 to 09-30-2022	08/06/2021	1,200.00
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4816 - US Green Building Council	04-USGBC Annual Membership - Silver Level	08/06/2021	1,500.00
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Account 53910 - Dues and Subscriptions Totals	Invoice 2 Transactions	\$2,700.00
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Account 53960 - Grants

51483 - Downtown Bloomington, INC	04-2021 Annual DBI Funding Agreement	08/06/2021	10,000.00
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1481 - Ivy Tech Community College	04-Grant Agreement with Ivy Tech - SBDC Sponsorship	08/06/2021	10,000.00
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Account 53960 - Grants Totals	Invoice 2 Transactions	\$20,000.00
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Account 53990 - Other Services and Charges

6515 - Green Camino, INC (Earthkeepers)	04 - Monthly City Composting Fees	08/06/2021	300.00
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Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$300.00
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Program 040000 - Main Totals	Invoice 7 Transactions	\$29,258.99
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Department 04 - Economic & Sustainable Dev Totals	Invoice 7 Transactions	\$29,258.99
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Department 06 - Controller's Office

Program 060000 - Main

Account 52110 - Office Supplies

5103 - Staples Contract & Commercial, INC	06-Tape and Steno pads	08/06/2021	10.57
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Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$10.57
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Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC

07-Downtown Curb Ramps PH #3 (PE)-Inv date 7/9/21 BC 2021-25 08/06/2021 5,750.68

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$5,750.68
	Transactions	
Program 070000 - Main Totals	Invoice 1	\$5,750.68
	Transactions	
Department 07 - Engineering Totals	Invoice 1	\$5,750.68
	Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09-masking tape, adhesive spray, scotch tape, glue, ink 08/06/2021 103.70

Account 52110 - Office Supplies Totals	Invoice 1	\$103.70
	Transactions	

Account **52420 - Other Supplies**

4549 - Kroger Limited Partnership I

09-Cosecha Indiana Peaceful State Wide Walk-beverages 08/06/2021 68.90

Account 52420 - Other Supplies Totals	Invoice 1	\$68.90
	Transactions	

Account **53960 - Grants**

199 - Monroe County Government

09-committed annual support-2021-2022 MCYC Programming 08/06/2021 1,000.00

Account 53960 - Grants Totals	Invoice 1	\$1,000.00
	Transactions	
Program 090000 - Main Totals	Invoice 3	\$1,172.60
	Transactions	
Department 09 - CFRD Totals	Invoice 3	\$1,172.60
	Transactions	

Department **10 - Legal**



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Program 100000 - Main

Account 53120 - Special Legal Services

7107 - Jawn J Bauer (Bauer & Densford)	10-Jones Case-5/17 & 6/21/21	08/06/2021	57.50
19660 - Bose McKinney & Evans, LLP	10-2021 Annexation Proceedings-6/1-6/30/21	08/06/2021	10,155.50
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	10-Public Notice-8/4 Annex PH	08/06/2021	35.86
608 - Krieg Devault, LLP	10-retainer agreement June 2021	08/06/2021	2,500.00
Account 53120 - Special Legal Services Totals		Invoice 4	\$12,748.86
		Transactions	
Program 100000 - Main Totals		Invoice 4	\$12,748.86
		Transactions	
Department 10 - Legal Totals		Invoice 4	\$12,748.86
		Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 52420 - Other Supplies

5819 - Synchrony Bank	11-microphone for video streaming	08/06/2021	99.00
5819 - Synchrony Bank	11-bungee cords and folding for video supplies	08/06/2021	102.29
5819 - Synchrony Bank	11-yard sign stakes for 1000 Households Who Mulch	08/06/2021	139.98
Account 52420 - Other Supplies Totals		Invoice 3	\$341.27
		Transactions	

Account 53310 - Printing

651 - Engraving & Stamp Center, INC	11-nameplate for Digital Brand Manager title change	08/06/2021	18.10
Account 53310 - Printing Totals		Invoice 1	\$18.10
		Transactions	
Program 110000 - Main Totals		Invoice 4	\$359.37
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 4	\$359.37
		Transactions	

Department 12 - Human Resources

Program 120000 - Main



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Account 53990 - Other Services and Charges

7791 - Thomas M Renneisen (MR Consulting, LLC)

12-Consulting Services \$4125.00	08/06/2021	4,125.00
Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<u>\$4,125.00</u>
Program 120000 - Main Totals	Invoice 1 Transactions	<u>\$4,125.00</u>
Department 12 - Human Resources Totals	Invoice 1 Transactions	<u>\$4,125.00</u>

Department 13 - Planning

Program 130000 - Main

Account 53160 - Instruction

1103 - American Planning Association, Indiana Chapter
 1103 - American Planning Association, Indiana Chapter
 1103 - American Planning Association, Indiana Chapter

13-Regist. virtual training-August(Isabel Piedmont, Council)	08/06/2021	30.00
13-Regist. virtual training-August (Sue Sgambelluri, Council)	08/06/2021	30.00
13-Regist. virtual training-August (Ron Smith, Council)	08/06/2021	30.00
Account 53160 - Instruction Totals	Invoice 3 Transactions	<u>\$90.00</u>

Account 53910 - Dues and Subscriptions

4442 - American Planning Association

13-APA Membership Dues+IN Chap. (Amir Farschi)_10/1 thru 9/30/22	08/06/2021	298.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	<u>\$298.00</u>

Account 53990 - Other Services and Charges

7397 - Data Mgmt Internationale, INC (Smooth Solutions)

13-P&T Scanning archived files (project)-Inv. date 7/13/21	08/06/2021	11,055.56
Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<u>\$11,055.56</u>

Account 54310 - Improvements Other Than Building

19362 - CrossRoad Engineers, PC

13-7th St Protected Bike Lane Imp-serv. 5/29-6/25/21	BC 2020-94	08/06/2021	45,068.54
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Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$45,068.54
Program 130000 - Main Totals	Invoice 6 Transactions	\$56,512.10
Department 13 - Planning Totals	Invoice 6 Transactions	\$56,512.10

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial (Rural King)	19-zip lock baggies		08/06/2021	3.98
177 - Indiana Oxygen Company, INC	19- Blanket for Cylinder Rental, Torch Supplies. Inv# 9714486		08/06/2021	37.20
394 - Kleindorfer Hardware & Variety	19 - Diagonal Cutting Pliers for City Hall		08/06/2021	15.99
394 - Kleindorfer Hardware & Variety	19- Weedeater lines for City Hall		08/06/2021	16.99
394 - Kleindorfer Hardware & Variety	19- Lopers for City Hall		08/06/2021	36.99
394 - Kleindorfer Hardware & Variety	19 - 6 brushes for City Hall		08/06/2021	9.54
394 - Kleindorfer Hardware & Variety	19 - 3 Paint		08/06/2021	12.97
394 - Kleindorfer Hardware & Variety	19-Paint mixer,roller handles&covers,paint shield&Paint pail		08/06/2021	62.38

Account 52310 - Building Materials and Supplies Totals	Invoice 8 Transactions	\$196.04
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Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facilities Employees, INV# 1824944549	BC 2009-52	08/06/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facilities Employees. INV# 1824934949	BC 2009-52	08/06/2021	35.43

Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$70.86
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Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control @ City Hall. Inv# 42070	BC 2020-84	08/06/2021	75.00
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Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$75.00
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Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill-6/9-7/9/21 BC 2018-03 07/26/2021 10,745.26

Account **53510 - Electrical Services** Totals Invoice 1 Transactions \$10,745.26

Account **53610 - Building Repairs**

4483 - City Lawn Corporation

19-Mowing @ City Hall 6/3,10,17,24. Inv# 18606 BC 2020-71 08/06/2021 60.00

4483 - City Lawn Corporation

19-Mowing @ 2nd/Weimer 6/9,30. Inv# 18608 BC 2020-71 08/06/2021 70.00

4483 - City Lawn Corporation

19-SA Mowing @ ACC 6/4,9,18,24. Inv# 18613 BC 2020-71 08/06/2021 480.00

4483 - City Lawn Corporation

19-SA Tapp/Rockport Mowing 6/11,25. Inv# 18609 BC 2020-71 08/06/2021 70.00

4483 - City Lawn Corporation

19-SA Mowing 1910 W. 3rd St 6/2,9,16,23,30. Inv# 18611 BC 2020-71 08/06/2021 200.00

4483 - City Lawn Corporation

19-SA Mowing 2541 W Third St 6/2,9,16,23,30. Inv# 18615 BC 2020-71 08/06/2021 250.00

4483 - City Lawn Corporation

19-Mowing @ 4th/Washington 6/1,7,14,21,28 BC 2020-71 08/06/2021 150.00

Account **53610 - Building Repairs** Totals Invoice 7 Transactions \$1,280.00

Account **53990 - Other Services and Charges**

356 - Snedegar Construction, INC

19- Vactor Truck Rental for Flooding. Inv# 77194 08/06/2021 485.00

Account **53990 - Other Services and Charges** Totals Invoice 1 Transactions \$485.00

Program **190000 - Main** Totals Invoice 20 Transactions \$12,852.16

Department **19 - Facilities Maintenance** Totals Invoice 20 Transactions \$12,852.16

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

28 - Copier paper for City Hall - 30 boxes 08/06/2021 968.40

Account **52110 - Office Supplies** Totals Invoice 1 Transactions \$968.40

Account **52420 - Other Supplies**



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6530 - Office Depot, INC	28-24 pk AAA batteries, 20 pk AA batteries	08/06/2021	14.62
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<u>\$14.62</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
7389 - Info-tech Research Group INC	28 - IT Research and Advisory Services-7/12/21-7/12/22	08/06/2021	22,972.29
5534 - Presidio Holdings, INC	28-AV System not recording audio-6/30/21	08/06/2021	810.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2 Transactions	<u>\$23,782.29</u>
Account 53210 - Telephone			
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2021-BAN #849494015	07/21/2021	124.62
7312 - Thryv, INC(DexYP)	28 - COB Yellow pages listing June 2021-August 2022	08/06/2021	1,138.20
	Account 53210 - Telephone Totals	Invoice 2 Transactions	<u>\$1,262.82</u>
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	28 - 250 business cards for Rob Cronk	08/06/2021	41.50
	Account 53310 - Printing Totals	Invoice 1 Transactions	<u>\$41.50</u>
Account 53910 - Dues and Subscriptions			
5786 - Promevo, LLC	28-Google Voice-ITS after hours support- June 2021	08/06/2021	77.01
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	<u>\$77.01</u>
Account 54420 - Purchase of Equipment			
6222 - Apple, INC	28-Macbook, Applecare, magic mouse-M. Carmichael-OOTM	08/06/2021	1,877.00
6222 - Apple, INC	28-Magic keyboard-M. Carmichael-OOTM-CARES	08/06/2021	149.00
6222 - Apple, INC	28-IPad keyboard folio, Apple pencil - LaTreana Teague	08/06/2021	298.00
6222 - Apple, INC	28-IPad Pro and Applecare - LaTreana Teague	08/06/2021	1,348.00
50972 - CDW, LLC	28-Meeting Owl Pro 360-ACC-CARES	08/06/2021	1,062.08
53442 - Paragon Micro, INC	28 - Logitech wireless keyboard/mouse combo - Michelle Wahl	08/06/2021	88.99
5819 - Synchrony Bank	28 - Tripp Lite USB extension cable	08/06/2021	25.20



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

28 - 4 pack screen protectors for iPhone - ITS staff phones	08/06/2021	10.19
28 - Six 2-pack 12 ft phone cords, three 2-pack 25 ft phone cord	08/06/2021	52.71
28 - 25 ft USB extension cord, 4 pack 6.5 ft cable protector	08/06/2021	97.48
28 -Jabra wired headset-PE-Raye Ann Cox-CARES	08/06/2021	81.73

Account 54420 - Purchase of Equipment Totals	Invoice 11	\$5,090.38
	Transactions	
Program 280000 - Main Totals	Invoice 19	\$31,237.02
	Transactions	
Department 28 - ITS Totals	Invoice 19	\$31,237.02
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 113	\$385,891.62
	Transactions	

Fund 312 - Community Services

Department **09 - CFRD**

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

Account **53990 - Other Services and Charges**

6928 - Lavin Rental, LLC (Master Rental)

09-Juneteenth 2021 - popcorn machine rental	08/06/2021	80.60
Account 53990 - Other Services and Charges Totals	Invoice 1	\$80.60
	Transactions	
Program 090016 - Com Serv - Safe & Civil Totals	Invoice 1	\$80.60
	Transactions	
Department 09 - CFRD Totals	Invoice 1	\$80.60
	Transactions	
Fund 312 - Community Services Totals	Invoice 1	\$80.60
	Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **54420 - Purchase of Equipment**

5534 - Presidio Holdings, INC

28-Network Refresh Phase I-6/30/21	08/06/2021	10,762.86
Account 54420 - Purchase of Equipment Totals	Invoice 1	\$10,762.86
	Transactions	

Account **54450 - Equipment**



53442 - Paragon Micro, INC

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Fund 450 - Local Road and Street(S0706)

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy

02-Traffic Signal Summary electric bill-6/2-7/1/21 BC 2018-03 07/26/2021 3,256.64

223 - Duke Energy

02-Street Light Summary Electric bill-07/08/21 BC 2018-03 07/26/2021 28,589.41

603 - Traffic Control Corporation

20-Traffic Signal Supplies (RTV Cards & Cabinet Power Supplies) 08/06/2021 25,855.00

Account **53520 - Street Lights / Traffic Signals** Totals Invoice 3 Transactions \$57,701.05

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC

20-Kirkwood Maintenance Proj-App No 3-6/16-8/5/20 BC 2019-132 08/06/2021 15,835.31

Account **54310 - Improvements Other Than Building** Totals Invoice 1 Transactions \$15,835.31

Program **200000 - Main** Totals Invoice 4 Transactions \$73,536.36

Department **20 - Street** Totals Invoice 4 Transactions \$73,536.36

Fund **450 - Local Road and Street(S0706)** Totals Invoice 4 Transactions \$73,536.36

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**



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313 - Fastenal Company	20-safety supplies-safety glasses, gloves, earplugs-6/29/21	08/06/2021	123.15
313 - Fastenal Company	20-safety supplies-earplugs, safety glasses, gloves-6/16/21	08/06/2021	130.88
Account 52210 - Institutional Supplies Totals		Invoice 2 Transactions	\$254.03
Account 52240 - Fuel and Oil			
6001 - Bernath, LLC (Sealmaster)	20-Fuel for Crack Pro machine	08/06/2021	22.50
Account 52240 - Fuel and Oil Totals		Invoice 1 Transactions	\$22.50
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co. INC	20-Primer and Hardware for Street Dept. INV# 480337	08/06/2021	13.23
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	\$13.23
Account 52420 - Other Supplies			
294 - All-Phase Electric Supply, INC	20-LED Corn Lamp Bulbs (4) for Kirkwood & Madison	08/06/2021	216.52
409 - Black Lumber Co. INC	20-oil dry (2)-7/14/21	08/06/2021	7.98
409 - Black Lumber Co. INC	20-Milling Machine-flat chisel, twishtc chisels-7/8/21	08/06/2021	30.98
409 - Black Lumber Co. INC	20-Milling-plastic electrical tape	08/06/2021	8.94
409 - Black Lumber Co. INC	20-4" bent nose pliers-7/12/21	08/06/2021	4.99
409 - Black Lumber Co. INC	20-Milling machine-6 1/2" T & G plier-7/20/21	08/06/2021	13.99
394 - Kleindorfer Hardware & Variety	20-Traffic-marking paint	08/06/2021	11.38
394 - Kleindorfer Hardware & Variety	20-cleaner	08/06/2021	32.10
394 - Kleindorfer Hardware & Variety	20-40' tape	08/06/2021	36.99
394 - Kleindorfer Hardware & Variety	20-ground clear	08/06/2021	18.49
6262 - Koenig Equipment, INC	20-weed eater supplies-nuts, washers, bolts, deflector kit	08/06/2021	81.92
786 - Richard's Small Engine, INC	20-Supplies for chainsaw/tree crew	08/06/2021	368.38
Account 52420 - Other Supplies Totals		Invoice 12 Transactions	\$832.66



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Account 53130 - Medical

231 - IU Health OCC Health Services	20-S. Henderson-DS DOT 5 Panel E Screen-6/2/21	08/06/2021	47.00
231 - IU Health OCC Health Services	20-R. Payton-DS DOT 5 Panel E Screen-6/2/21	08/06/2021	47.00
Account 53130 - Medical Totals		Invoice 2 Transactions	\$94.00

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles-July 2021	08/06/2021	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$2,321.25

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-6/9-7/9/21	07/26/2021	233.30
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$233.30

Account 53540 - Natural Gas

222 - Vectren	20-Street Dept-gas charges 6/4-7/7/21	07/21/2021	18.51
222 - Vectren	20-Traffic Bldg-gas bill 6/4-7/7/21	07/21/2021	19.08
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	\$37.59

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/14/21	08/06/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/14/21	BC 2009-52 08/06/2021	13.22
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/21/21	08/06/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/21/21	BC 2009-52 08/06/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/7/21	08/06/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/7/21	BC 2009-52 08/06/2021	10.91
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6 Transactions	\$137.88

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-sweeper dump disposal fee-6/8/21	08/06/2021	1,696.78
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		Account 53950 - Landfill Totals	Invoice 1 Transactions	\$1,696.78
Account 53990 - Other Services and Charges				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-tree limb disposal-6 loads-June 2021		08/06/2021	154.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-June 2021-852 tickets		08/06/2021	809.40
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-6/10/21		08/06/2021	170.00
		Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$1,133.40
		Program 200000 - Main Totals	Invoice 32 Transactions	\$6,776.62
		Department 20 - Street Totals	Invoice 32 Transactions	\$6,776.62
		Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 32 Transactions	\$6,776.62
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-6/9-7/9/21	BC 2018-03	07/26/2021	2,244.94
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$2,244.94
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	26-Walnut Annual Inspection & Extinguisher Exchange		08/06/2021	321.00
392 - Koorsen Fire & Security, INC	26-Annual Inspection @ Morton and Exchange of Extinguisher		08/06/2021	572.50
		Account 53610 - Building Repairs Totals	Invoice 2 Transactions	\$893.50
		Program 260000 - Main Totals	Invoice 3 Transactions	\$3,138.44
		Department 26 - Parking Totals	Invoice 3 Transactions	\$3,138.44
		Fund 452 - Parking Facilities(S9502) Totals	Invoice 3 Transactions	\$3,138.44



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Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 43170.0004 - Residential Neighborhood Permits Zone # 4

CRG Residential	26-refund over charge-spaces dumpster-not needed-neighborhood zo	08/06/2021	400.00
Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals		Invoice 1	<u>\$400.00</u>
		Transactions	
Program 020000 - Main Totals		Invoice 1	<u>\$400.00</u>
		Transactions	
Department 02 - Public Works Totals		Invoice 1	<u>\$400.00</u>
		Transactions	

Department 26 - Parking

Program 260000 - Main

Account 52420 - Other Supplies

6530 - Office Depot, INC	26-folders and markers	08/06/2021	11.36
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$11.36</u>
		Transactions	
Program 260000 - Main Totals		Invoice 1	<u>\$11.36</u>
		Transactions	
Department 26 - Parking Totals		Invoice 1	<u>\$11.36</u>
		Transactions	
Fund 454 - Alternative Transport(S6301) Totals		Invoice 2	<u>\$411.36</u>
		Transactions	

Fund 455 - Parking Meter Fund(S2141)

Department 09 - CFRD

Program 090000 - Main

Account 53960 - Grants

5849 - Wheeler Mission Ministries, INC	09-DTO Grant-Wheeler Intervention Services-expenses 2021	08/06/2021	55,798.00
Account 53960 - Grants Totals		Invoice 1	<u>\$55,798.00</u>
		Transactions	
Program 090000 - Main Totals		Invoice 1	<u>\$55,798.00</u>
		Transactions	



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		Department 09 - CFRD Totals	Invoice 1 Transactions	\$55,798.00
Department 26 - Parking				
Program 260000 - Main				
Account 52340 - Other Repairs and Maintenance				
7617 - Richard Jolin (RJS Parking Products)	26-meter bags for special event parking		08/06/2021	3,261.50
6688 - SSW Enterprises, LLC (Office Pride)	26-627 N Morton-monthly cleaning-3x per week-7/1/21		08/06/2021	373.00
		Account 52340 - Other Repairs and Maintenance Totals	Invoice 2 Transactions	\$3,634.50
Account 52420 - Other Supplies				
4264 - IPS Group, INC	26-replace 100 2G boards to 4G cellular boards in meters		08/06/2021	1,868.46
394 - Kleindorfer Hardware & Variety	26-6 keys made		08/06/2021	9.00
394 - Kleindorfer Hardware & Variety	26-lysol wipes, roll paper towels		08/06/2021	28.74
394 - Kleindorfer Hardware & Variety	26-1 bundle of 24" stakes		08/06/2021	7.99
394 - Kleindorfer Hardware & Variety	26-2 pair of gloves		08/06/2021	26.98
394 - Kleindorfer Hardware & Variety	26-gorilla glue		08/06/2021	6.39
394 - Kleindorfer Hardware & Variety	26-mallet, channel lock, cutting pliers, nose pliers, screwdriver		08/06/2021	79.64
		Account 52420 - Other Supplies Totals	Invoice 7 Transactions	\$2,027.20
Account 53150 - Communications Contract				
4264 - IPS Group, INC	26-Credit Card Transactions & Wireless Data-June 2021		08/06/2021	13,471.99
4264 - IPS Group, INC	26-Credit Card Transactions & Wireless Data-May 2021		08/06/2021	13,965.82
		Account 53150 - Communications Contract Totals	Invoice 2 Transactions	\$27,437.81
Account 53640 - Hardware and Software Maintenance				
54432 - T2 Systems, INC	26-ROVR returns-June 2021		08/06/2021	512.85
		Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$512.85
Account 53910 - Dues and Subscriptions				



4170 - Comcast Cable Communications, INC

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26-PE-627 N Morton-internet services 7/17-8/16/21	07/21/2021	158.45
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$158.45</u>
Program 260000 - Main Totals	Transactions Invoice 13	<u>\$33,770.81</u>
Department 26 - Parking Totals	Transactions Invoice 13	<u>\$33,770.81</u>
Fund 455 - Parking Meter Fund(S2141) Totals	Transactions Invoice 14	<u>\$89,568.81</u>
	Transactions	

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

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

334 - Irving Materials, INC	20-2916 Strafford-Class A Stone Ash-4.50 cy-7/12/21	08/06/2021	477.00
334 - Irving Materials, INC	20-S. Wexley Rd-Class A Stone-3 cy-7/13/21	08/06/2021	418.00
334 - Irving Materials, INC	20-S. Stratford-Class A Stone-4 cy-7/19/21	08/06/2021	424.00
334 - Irving Materials, INC	20-Stratford/Kensington Pl-Class A Stone-6.50 cy-7/15/21	08/06/2021	689.00
334 - Irving Materials, INC	20-1715 E. Wexley-Class A Stone Ash-4.50 cy-7/21/21	08/06/2021	477.00
334 - Irving Materials, INC	20-Stratford/Kensington Pl-Class A Stone-6.00 cy-7/20/21	08/06/2021	636.00
365 - Rogers Group, INC	20-#11 commercial stone-13.97 tons-6/28/21	08/06/2021	136.91
Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 7	<u>\$3,257.91</u>	
	Transactions		

Account **52340 - Other Repairs and Maintenance**

294 - All-Phase Electric Supply, INC	20-LED Corn Lamp bulbs & photo cells (2) for Lincoln & Kirkwood	08/06/2021	152.50
294 - All-Phase Electric Supply, INC	20-LED Corn Lamp bulb & Photo Cell (1) for Graham Dr	08/06/2021	76.25
313 - Fastenal Company	20-Sign installation materials-bit-7/7/21	08/06/2021	9.80
480 - Proveli, LLC (Hall Signs, INC)	20-Brackets & transfer tape for signs	08/06/2021	1,705.85
Account 52340 - Other Repairs and Maintenance Totals	Invoice 4	<u>\$1,944.40</u>	
	Transactions		

Account **52420 - Other Supplies**



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409 - Black Lumber Co. INC

20-adj wrench, double head nails, yellow pine lumber- 08/06/2021 114.87
7/15/21

394 - Kleindorfer Hardware & Variety

20-Traffic-2 cans striping paint 08/06/2021 11.38

336 - Southside Rental Center, INC

20-Propane for Paving Crew-6/30/21 08/06/2021 47.60

Account **52420 - Other Supplies** Totals Invoice 3 \$173.85

Transactions

Program **200000 - Main** Totals Invoice 14 \$5,376.16

Transactions

Department **20 - Street** Totals Invoice 14 \$5,376.16

Transactions

Fund **456 - MVH Restricted** Totals Invoice 14 \$5,376.16

Transactions

Fund 521 - 2017 Refund 517 2011 DT Red Bond

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

18844 - First Financial Bank, N.A.

06-Bond Payment 2017 Tax Increment 07/29/2021 335,000.00

Account **53810 - Principal** Totals Invoice 1 \$335,000.00

Transactions

Account **53820 - Interest**

18844 - First Financial Bank, N.A.

06-Bond Payment 2017 Tax Increment 07/29/2021 121,140.86

Account **53820 - Interest** Totals Invoice 1 \$121,140.86

Transactions

Program **060000 - Main** Totals Invoice 2 \$456,140.86

Transactions

Department **06 - Controller's Office** Totals Invoice 2 \$456,140.86

Transactions

Fund **521 - 2017 Refund 517 2011 DT Red Bond** Totals Invoice 2 \$456,140.86

Transactions

Fund 523 - 2019 4th St Garage (S)

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53820 - Interest**

4740 - Bank Of New York

06-2019 Tax Increment Rev Bond 07/27/2021 319,762.50



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	Account 53820 - Interest Totals	Invoice 1	\$319,762.50
		Transactions	
	Program 060000 - Main Totals	Invoice 1	\$319,762.50
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 1	\$319,762.50
		Transactions	
	Fund 523 - 2019 4th St Garage (S) Totals	Invoice 1	\$319,762.50
		Transactions	
Fund 524 - 2019 4th St Garage Tax (S)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53810 - Principal			
4740 - Bank Of New York	06-2019 Redev Tax Increment Series A-2	07/27/2021	\$45,000.00
	Account 53810 - Principal Totals	Invoice 1	\$545,000.00
		Transactions	
Account 53820 - Interest			
4740 - Bank Of New York	06-2019 Redev Tax Increment Series A-2	07/27/2021	\$46,500.00
	Account 53820 - Interest Totals	Invoice 1	\$46,500.00
		Transactions	
	Program 060000 - Main Totals	Invoice 2	\$591,500.00
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 2	\$591,500.00
		Transactions	
	Fund 524 - 2019 4th St Garage Tax (S) Totals	Invoice 2	\$591,500.00
		Transactions	
Fund 525 - 2019 Trades Garage (S)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53820 - Interest			
4740 - Bank Of New York	06-2019 Redev Bond Aug 2021	07/27/2021	\$268,412.50
	Account 53820 - Interest Totals	Invoice 1	\$268,412.50
		Transactions	
	Program 060000 - Main Totals	Invoice 1	\$268,412.50
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 1	\$268,412.50
		Transactions	



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			Fund 525 - 2019 Trades Garage (S) Totals	Invoice 1 Transactions	\$268,412.50
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)					
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street , Alley, and Sewer Material					
11243 - Core & Main, LP	20-ADA ramps for sidewalks (50)	BC 2021-36	08/06/2021		5,366.50
334 - Irving Materials, INC	20-1807 E. Wexley-Class A Stone-6.5 cy-7/7/21	BC 2021-36	08/06/2021		689.00
334 - Irving Materials, INC	20-Wexley & Kensington Pl-Class A Stone-5.5 cy-6/29/21	BC 2021-36	08/06/2021		583.00
334 - Irving Materials, INC	20-1807 E. Wexley-Class A Stone-5.5 cy-7/6/21	BC 2021-36	08/06/2021		583.00
				Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 4 Transactions \$7,221.50
				Program 020000 - Main Totals	Invoice 4 Transactions \$7,221.50
				Department 02 - Public Works Totals	Invoice 4 Transactions \$7,221.50
				Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 4 Transactions \$7,221.50
Fund 601 - Cumulative Capital Devlp(S2391)					
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street , Alley, and Sewer Material					
19278 - Milestone Contractors, LP	20-surface-patching-3.28 tons-6/22/21	BC 2020-78	08/06/2021		155.80
19278 - Milestone Contractors, LP	20-surface-David Dr/patching-354.35 tons-6/23-6/24/21	BC 2020-78	08/06/2021		294.98
19278 - Milestone Contractors, LP	20-surface-Olive St/patching-171.33 tons-6/29/21	BC 2020-78	08/06/2021		153.43
19278 - Milestone Contractors, LP	20-surface-North Dr/patching-253.82 tons-7/14-7/15/21	BC 2020-78	08/06/2021		147.73
19278 - Milestone Contractors, LP	20-surface-North Dr/patching-401.05 tons-7/7-7/8/21	BC 2020-78	08/06/2021		290.70
				Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 5 Transactions \$1,042.64



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Account 53990 - Other Services and Charges

7627 - River Town Construction, LLC

20-Sidewalk Project on West 6th Street North Elm-RCVR	BC 2020-108	08/06/2021	100,000.00
Account 53990 - Other Services and Charges Totals			Invoice 1
			Transactions
			<hr/> \$100,000.00
Program 020000 - Main Totals			Invoice 6
			Transactions
			<hr/> \$101,042.64
Department 02 - Public Works Totals			Invoice 6
			Transactions
			<hr/> \$101,042.64
Fund 601 - Cumulative Capital Devlp(S2391) Totals			Invoice 6
			Transactions
			<hr/> \$101,042.64

Fund 730 - Solid Waste (S6401)

Department **16 - Sanitation**

Program **160000 - Main**

Account 52420 - Other Supplies

793 - Indiana Safety Company, INC
 793 - Indiana Safety Company, INC
 793 - Indiana Safety Company, INC

16-employee gloves-Leather & coated palm		08/06/2021	339.00
16-Leather gloves for employees		08/06/2021	226.30
16-Rubber coated, jersey & leather gloves for employees		08/06/2021	416.73
Account 52420 - Other Supplies Totals			Invoice 3
			Transactions
			<hr/> \$982.03

Account 53130 - Medical

231 - IU Health OCC Health Services

16-A. Hite-DS Non DOT Panel E Screen-6/10/21		08/06/2021	47.00
Account 53130 - Medical Totals			Invoice 1
			Transactions
			<hr/> \$47.00

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC

16-Monthly Pest Control, Inv# 41973	BC 2020-84	08/06/2021	125.00
Account 53140 - Exterminator Services Totals			Invoice 1
			Transactions
			<hr/> \$125.00

Account 53240 - Freight / Other

793 - Indiana Safety Company, INC
 793 - Indiana Safety Company, INC

16-employee gloves-Leather & coated palm		08/06/2021	84.98
16-Leather gloves for employees		08/06/2021	42.47



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793 - Indiana Safety Company, INC	16-Rubber coated, jersey & leather gloves for employees		08/06/2021	47.41
	Account 53240 - Freight / Other Totals	Invoice 3 Transactions		<u>\$174.86</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-6/9-7/9/21	BC 2018-03	07/26/2021	303.24
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions		<u>\$303.24</u>
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19- Blanket for Cylinder Rental, Torch Supplies, Inv# 5440248		08/06/2021	98.86
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions		<u>\$98.86</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/7/21	BC 2009-52	08/06/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/14/21		08/06/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/7/21		08/06/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/14/21	BC 2009-52	08/06/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/21/21	BC 2009-52	08/06/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/21/21	BC 2009-52	08/06/2021	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6 Transactions		<u>\$93.30</u>
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 6/16-6/30/21		08/06/2021	4,516.77
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-6/16-6/30/21		08/06/2021	16,994.20
	Account 53950 - Landfill Totals	Invoice 2 Transactions		<u>\$21,510.97</u>
	Program 160000 - Main Totals	Invoice 18 Transactions		<u>\$23,335.26</u>
	Department 16 - Sanitation Totals	Invoice 18 Transactions		<u>\$23,335.26</u>



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Fund **730 - Solid Waste (S6401)** Totals Invoice 18
Transactions \$23,335.26

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Ramey (12EE)-7/12/21	08/06/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Hodge (6M)-7/15/21	08/06/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-JD Boruff (12M)-7/13/21	08/06/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Richtel (10)-6/16/21	08/06/2021	39.98
1448 - Shoe Carnival, INC	10-safety shoes-Gibson (9)-6/18/21	08/06/2021	39.98

Account **52430 - Uniforms and Tools** Totals Invoice 5
Transactions \$379.96

Account **53130 - Medical**

7818 - Isaac L Drescher	10- reimb for physical for CDL-6/30/21	08/06/2021	90.00
6123 - Jeffery W Morris	10- reimb for physical for CDL-6/21/21	08/06/2021	90.00

Account **53130 - Medical** Totals Invoice 2
Transactions \$180.00

Account **53420 - Worker's Comp & Risk**

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10 SIHO WC Insurance 202176	07/21/2021	3,016.78
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 JWF specialty work comp payment bl072121	07/26/2021	1,222.52
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-work comp-claim fee-J. Rodgers-6/17-6/23/21	07/26/2021	26.96
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Policy No. DATACONVERSION -5/31/21-5/31/22	08/06/2021	10,000.00
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Policy No. TAKEOVERCLAIMS-5/31/21-5/31/22	08/06/2021	1,690.00

Account **53420 - Worker's Comp & Risk** Totals Invoice 5
Transactions \$15,956.26

Program **100000 - Main** Totals Invoice 12
Transactions \$16,516.22

Department **10 - Legal** Totals Invoice 12
Transactions \$16,516.22



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		Fund 800 - Risk Management(S0203) Totals	Invoice 12 Transactions	\$16,516.22
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Charges Health Insurance				
17785 - The Howard E. Nyhart Company, INC	12-July Wellness Reimbursements \$4170.00		07/26/2021	4,170.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1437.36		07/29/2021	1,437.36
Account 53990.1201 - Other Services and Charges Health Insurance Totals			Invoice 2 Transactions	\$5,607.36
Program 120000 - Main Totals			Invoice 2 Transactions	\$5,607.36
Department 12 - Human Resources Totals			Invoice 2 Transactions	\$5,607.36
Fund 801 - Health Insurance Trust Totals			Invoice 2 Transactions	\$5,607.36
 Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-tires		08/06/2021	110.25
4693 - Monroe County Tire & Supply, INC	17-tires		08/06/2021	762.72
Account 52230 - Garage and Motor Supplies Totals			Invoice 2 Transactions	\$872.97
 Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-fluids/oil		08/06/2021	1,727.13
349 - White River Cooperative, INC	17 - unleaded and diesel fuel	BC 2020-107A	08/06/2021	20,334.31
Account 52240 - Fuel and Oil Totals			Invoice 2 Transactions	\$22,061.44
 Account 52320 - Motor Vehicle Repair				
4150 - Alexander's LLC	17-misc hardware/trailer supplies		08/06/2021	75.50



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4150 - Alexander's LLC	17-misc hardware/trailer supplies	08/06/2021	476.84
244 - Bloomington Ford, INC	17-cable asy	08/06/2021	38.25
244 - Bloomington Ford, INC	17-latch asy - hood	08/06/2021	68.89
244 - Bloomington Ford, INC	17-panel, bolt and washer	08/06/2021	99.55
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #888 bobcat parts	08/06/2021	464.82
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #888 bobcat parts	08/06/2021	694.50
4335 - Circle Distributing, INC	17-brake pads	08/06/2021	139.16
4335 - Circle Distributing, INC	17-brake pads	08/06/2021	139.16
4335 - Circle Distributing, INC	17-filters	08/06/2021	40.72
594 - Curry Auto Center, INC	17-misc parts	08/06/2021	173.68
4044 - Industrial Hydraulics, INC	17-misc hyd parts	08/06/2021	437.03
796 - Interstate Battery System of Bloomington, INC	17-batteries	08/06/2021	204.14
796 - Interstate Battery System of Bloomington, INC	17-batteries	08/06/2021	461.30
4439 - JX Enterprises, INC	17-misc peterbilt parts	08/06/2021	198.99
4439 - JX Enterprises, INC	17-misc peterbilt parts - sensor	08/06/2021	338.04
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Misc Mack part - Injector	08/06/2021	164.40
2974 - MacAllister Machinery Co, INC	17-Core	08/06/2021	2,175.33
2974 - MacAllister Machinery Co, INC	17-pulley	08/06/2021	94.87
19681 - Southeastern Equipment Co, INC	17 - #459 repair parts for millimg machine	08/06/2021	1,877.25
19681 - Southeastern Equipment Co, INC	17 - #459 repair parts for millimg machine	08/06/2021	584.71
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - misc parts for misc vehicles for the month of June	08/06/2021	9,866.78
337 - Stansifer Radio Co, INC	17-electrical part	08/06/2021	13.29
6216 - Terminal Supply, INC	17-bench pack kit	08/06/2021	145.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-widshield hose and nozzle	08/06/2021	61.28
582 - Town & Country Chrysler Dodge Jeep, INC	17-windshield hose and nozzle	08/06/2021	44.96



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Invoice Date Range 07/20/21 - 08/06/21

622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc ifreightlinerl parts		08/06/2021	103.34
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-step grid-lower acmd		08/06/2021	544.81
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc ifreightlinerl parts		08/06/2021	146.62
2096 - West Side Tractor Sales CO.	17-bushing, spring, nut		08/06/2021	31.08
2096 - West Side Tractor Sales CO.	17-drain valve		08/06/2021	71.20
2096 - West Side Tractor Sales CO.	17-Varity of Filters		08/06/2021	169.09
2096 - West Side Tractor Sales CO.	17-oil filter		08/06/2021	54.26
2096 - West Side Tractor Sales CO.	17-switch, o-ring		08/06/2021	151.41
2096 - West Side Tractor Sales CO.	17-oil, filter element, o-ring		08/06/2021	282.23
Account 52320 - Motor Vehicle Repair Totals			Invoice 35 Transactions	\$20,632.48
Account 52420 - Other Supplies				
48 - Continental Research Corporation	17 - shop supplies mechanic hand soap		08/06/2021	209.45
394 - Kleindorfer Hardware & Variety	17-bolts, washers, nuts		08/06/2021	18.16
394 - Kleindorfer Hardware & Variety	17-pig rings, clamps		08/06/2021	15.98
Account 52420 - Other Supplies Totals			Invoice 3 Transactions	\$243.59
Account 53160 - Instruction				
3472 - Lucy, INC	17 - Lucy support amendment #1	BC 2021-31	08/06/2021	45.00
3472 - Lucy, INC	17 - Lucy support amendment #1	BC 2021-31	08/06/2021	675.00
Account 53160 - Instruction Totals			Invoice 2 Transactions	\$720.00
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-6/9-7/9/21	BC 2018-03	07/26/2021	(173.11)
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	(\$173.11)
Account 53540 - Natural Gas				
222 - Vectren	17-Fleet Maint-gas bill 6/4-7/7/21		07/21/2021	50.35



Board of Public Works Claim Register

Invoice Date Range 07/20/21 - 08/06/21

		Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$50.35
Account 53610 - Building Repairs				
1537 - Indiana Door & Hardware Specialties, INC	19-SACorbin Door Closer from Stairwell to Compression Room	BC 2021-22	08/06/2021	395.00
		Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$395.00
Account 53620 - Motor Repairs				
7439 - Lori Heaton (Rick's Towing)	17 - tow bill for unit 1206		08/06/2021	65.00
2096 - West Side Tractor Sales CO.	17 - OSL repairs to street dept		08/06/2021	1,080.86
		Account 53620 - Motor Repairs Totals	Invoice 2 Transactions	\$1,145.86
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	08/06/2021	75.28
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	08/06/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	08/06/2021	18.04
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 3 Transactions	\$162.88
		Program 170000 - Main Totals	Invoice 52 Transactions	\$46,111.46
		Department 17 - Fleet Maintenance Totals	Invoice 52 Transactions	\$46,111.46
		Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 52 Transactions	\$46,111.46
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/21/2021	113.36
17785 - The Howard E. Nyhart Company, INC	12-City URM		07/22/2021	228.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/23/2021	882.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/26/2021	190.30



Board of Public Works Claim Register

Invoice Date Range 07/20/21 - 08/06/21

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/26/2021	229.12
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/26/2021	131.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2021	90.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/28/2021	269.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/29/2021	167.83
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/30/2021	158.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/02/2021	167.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/02/2021	182.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/02/2021	94.73

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals Invoice 13
Transactions \$2,907.23

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

17785 - The Howard E. Nyhart Company, INC	12-Util URM	07/20/2021	32.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/21/2021	7.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/23/2021	37.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/26/2021	96.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/26/2021	95.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2021	3.48
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/28/2021	123.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/29/2021	43.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/30/2021	24.13
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/02/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/02/2021	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/02/2021	224.56

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals Invoice 12
Transactions \$758.54

Account **53990.1283 - Other Services and Charges Health Savings Account**



Board of Public Works Claim Register

Invoice Date Range 07/20/21 - 08/06/21

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	07/29/2021	18,621.26
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	<u>\$18,621.26</u>
		Transactions	
Program 120000 - Main Totals		Invoice 26	<u>\$22,287.03</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 26	<u>\$22,287.03</u>
		Transactions	
Fund 804 - Insurance Voluntary Trust Totals		Invoice 26	<u>\$22,287.03</u>
		Transactions	
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
5409 - VS Engineering, INC	13-Sare Rd Trail-services thru 5/31/21	BC 2019-142 08/06/2021	12,979.17
Account 54510 - Other Capital Outlays Totals		Invoice 1	<u>\$12,979.17</u>
		Transactions	
Program 06016B - 2016 B Ped/Signal/Intersection Totals		Invoice 1	<u>\$12,979.17</u>
		Transactions	
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Building			
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-2/1-5/31/21	BC 2019-88 08/06/2021	3,636.82
Account 54310 - Improvements Other Than Building Totals		Invoice 1	<u>\$3,636.82</u>
		Transactions	
Program 06016C - 2016 C Jackson Trail Totals		Invoice 1	<u>\$3,636.82</u>
		Transactions	
Program 06016D - 2016 D Multi Use Paths			
Account 54310 - Improvements Other Than Building			
16 - Butler, Fairman & Seufert, INC	13-Rogers/Henderson/Winslow Multi-use Paths-5/1-5/31/21	BC 2019-87 08/06/2021	1,138.87
Account 54310 - Improvements Other Than Building Totals		Invoice 1	<u>\$1,138.87</u>
		Transactions	
Program 06016D - 2016 D Multi Use Paths Totals		Invoice 1	<u>\$1,138.87</u>
		Transactions	
Department 06 - Controller's Office Totals		Invoice 3	<u>\$17,754.86</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 07/20/21 - 08/06/21

Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 3	<u>\$17,754.86</u>
	Transactions	
Grand Totals	Invoice 314	<u>\$2,451,473.01</u>
	Transactions	



HSA-GYM-Massage- WorkComp

Invoice Date Range 06/28/21 -
07/31/21

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202167	06/30/2021	388.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202175	07/06/2021	233.03
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho - Claim Fees -202174	07/06/2021	439.43
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-JWF-T. Koontz- BLOOM7549	07/16/2021	312.50
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-TTD-Claim fees and WC - S. Kinser	07/19/2021	3,036.94
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10 SIHO WC Insurance 202176	07/21/2021	3,016.78
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 JWF specialty work comp payment bl072121	07/26/2021	1,222.52
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-work comp-claim fee-J. Rodgers-6/17-6/23/21	07/26/2021	26.96
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Policy No. DATACONVERSION -5/31/21-5/31/22	08/06/2021	10,000.00
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Policy No. TAKEOVERCLAIMS-5/31/21-5/31/22	08/06/2021	1,690.00
Account 53420 - Worker's Comp & Risk Totals 10			\$20,366.54
Program 100000 - Main Totals 10			\$20,366.54
Department 10 - Legal Totals 10			\$20,366.54
Fund 800 - Risk Management(S0203) Totals 10			\$20,366.54
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$533.57	06/29/2021	533.57



HSA-GYM-Massage-WorkComp

Invoice Date Range 06/28/21 - 07/31/21

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$139.40	06/30/2021	139.40
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart ER Cont \$783.57	07/06/2021	783.57
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$553.84	07/06/2021	553.84
3928 - Aim Medical Trust	12-July 2021 AIM Medical Trust Premiums \$980,064.12	07/07/2021	980,064.12
3908 - CIGNA Healthcare	12-June 2021 Cigna Dental Funding \$27,568.75	07/07/2021	27,568.75
17785 - The Howard E. Nyhart Company, INC	12-July Wellness Reimbursements \$4170.00	07/26/2021	4,170.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1437.36	07/29/2021	1,437.36
Account 53990.1201 - Other Services and Charges Health Insurance Totals 8			\$1,015,250.61
Program 120000 - Main Totals 8			\$1,015,250.61
Department 12 - Human Resources Totals 8			\$1,015,250.61
Fund 801 - Health Insurance Trust Totals 8			\$1,015,250.61

Fund 804 - Insurance Voluntary Trust
Department 12 - Human Resources
Program 120000 - Main

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/28/2021	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/28/2021	49.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/28/2021	86.12
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/29/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/30/2021	3.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/01/2021	171.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2021	65.67
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



HSA-GYM-Massage-WorkComp

Invoice Date Range 06/28/21 - 07/31/21

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
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/19/2021	22.11
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/19/2021	47.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	07/20/2021	32.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/21/2021	7.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/23/2021	37.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/26/2021	96.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/26/2021	95.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2021	3.48
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/28/2021	123.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/29/2021	43.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/30/2021	24.13
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 25			\$1,385.61
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
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals 1			\$877.80
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	07/01/2021	20,001.42
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions for PPE 7/16/2021	07/15/2021	19,691.26
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	07/29/2021	18,621.26



HSA-GYM-Massage- WorkComp

Invoice Date Range 06/28/21 -
07/31/21

Account 53990.1283 - Other Services and Charges Health Savings Account Totals 3	\$58,313.94
Program 120000 - Main Totals 29	\$60,577.35
Department 12 - Human Resources Totals 29	\$60,577.35
Fund 804 - Insurance Voluntary Trust Totals 29	\$60,577.35
Grand Totals 47	\$1,096,194.50

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/6/2021	Claims				2,451,473.01
	HSA/WorkComp/MT & Gym/CIGNA	Jul-21			1,096,194.50
					<u><u>3,547,667.51</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 **\$ 3,547,667.51**

Dated this 3rd day of August 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 _____